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# Kwantlen Faculty Association

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## Policy, Practices, and Procedures Manual\*

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April 2026

\*In the case of discrepancy, the online version of this manual shall be considered authoritative.

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# KWANTLEN FACULTY ASSOCIATION

## I. POLICIES

### 1. POLICY DEVELOPMENT & NAME

1.1 Policies and/or procedures developed by the Constitution and Policy Committee must be approved by the Association Executive prior to implementation.

(EXECUTIVE: October 8, 2003)

1.2 In accordance with the Kwantlen Faculty Association Constitution section 1.0 NAME, the name of the Union is "Kwantlen Faculty Association," hereinafter referred to as the Association.

(EXECUTIVE: March 11, 2026)

### 2. CONFLICT OF INTEREST

Existing, perceived or potential conflicts of interest are contrary to the purposes of the Association. This Policy prohibits Association members from participating in any discussion or voting on a matter in which the member has a direct or indirect specific interest in a matter that constitutes, or may be seen to potentially constitute, a conflict of interest. The conflict of interest provisions contained in this Policy are intended to ensure transparency, impartiality, and integrity in Union decision making.

2.1 Conflicts of interest can be designated as one or both of the following:

a. **Pecuniary (financial) interests.** These include potential, perceived or actual financial gain or loss.

i. A pecuniary conflict of interest, whether actual or perceived, is defined for the purposes of this policy as any event in which a Association member may benefit materially from knowledge of, participation in, or by virtue of an investment decision on holdings of the Association.

b. **Non-pecuniary interests.** These may arise from potential, perceived, or actual interests in personal or professional relationships that do not specifically amount to a material or financial interest.

i. A non-pecuniary conflict of interest, whether actual or perceived, is defined for the purposes of this policy as any private interest in which a Association member benefits from participation in, association with, or by virtue of participation as a Association elected or appointed position, and is distinct from the general interests of the Association.

ii. For the purposes of this Policy, any excluded administrative position or appointment shall be considered as a serious non-pecuniary

conflict and will disqualify the member from being elected or appointed to any Association committee or positions, and will disqualify the person from participation in any Association meetings or business.

2.2 Where there is any potential, perceived, or actual conflict with matters of the Association, members are required to declare their specific interest in the matter. Such members will abstain from decision making with respect to the area(s) of conflict, and a written record of the conflict will be maintained by the Executive Committee.

2.3 No part of the Association Funds shall be loaned to any Association contractor, employee of a Association contractor or any Association member, or any legal entity owned or controlled by any of the aforementioned.

## 2.4 Procedures

The key consideration is whether a reasonable person would conclude that a private or conflicting interest or personal benefit could influence or affect the decision making and be in conflict with the Association. When in doubt, it is advised to err on the side of caution and declare any real or perceived pecuniary or non-pecuniary conflict of interest.

- 2.4.1 Should a conflict of interest arise, the member in the actual or perceived conflict, or any person who becomes aware of a conflict of interest situation the person must:
- a. **Disclose** the conflict of interest as defined above prior to commencing in any activity or role and file with the Association President. This must include involvement with charitable organizations, vendors or business interests, or with any other associations that might produce a pecuniary or non-pecuniary conflict of interest.
  - b. **Declare** any conflicts of interest of which they become aware either at the start of the execution of their duties or any Executive meeting concerned or when a relevant issue arises. If this occurs during any Executive or General meeting, the nature of this conflict of interest should be entered into the meeting minutes.
  - c. **Recuse** themselves from any discussion on topics involving a conflict of interest.
  - d. **Abstain** from attending the meeting during discussion, voting, or deliberating on decisions related to the conflict of interest, unless expressly invited to do so by unanimous agreement by all other members present. The Executive Member's abstinence should be recorded in the meeting minutes.
  - e. **Respect** the confidentiality of all person(s) who declare an existing or potential conflict of interest.
  - f. **Report** any matter to the Association President or Executive Committee when there is an allegation that a person has a conflict of interest, (actual or potential).

## 2.5 Gifts or Stipends

- 2.5.1 A member must not, directly or indirectly, accept from a third party a fee, compensation, gift or personal benefit that is connected with the member's proper performance of the duties of office. For the purpose of this policy, neither the Employer nor FPSE are considered a third party.

- 2.5.1.1 Any gift or personal benefit that is received as an incident of the protocol or social obligations that normally accompany the responsibilities of office must be understood to be the property of the Association.
- 2.5.2 A person who contravenes this section is disqualified from holding an elected position or serving the Association unless the contravention occurred inadvertently or because of an error in judgment made in good faith.
- 2.5.3 Indigenous protocol gifts are exempt from being the property of the Association but must be disclosed according to the Disclosure of Gifts guidelines.

**Disclosure of gifts**

Where a member who receives a gift or personal benefit as a result of performing their duties,

- 2.5.4 The member must file with the Association President or delegate, as soon as reasonably practicable, a disclosure statement indicating:
  - i. The nature of the gift or benefit,
  - ii. The source,
  - iii. The date it was received, and
  - iv. The circumstances under which it was given and accepted.
- 2.5.5 A person who contravenes this section is disqualified from holding elected office or Association appointments unless the contravention occurred inadvertently or because of an error in judgment made in good faith.

(EXECUTIVE: March 9, 2022)  
(GENERAL MEETING: October 23, 2023)

**3. ALLOCATION OF EXECUTIVE PD**

Association Table Officers are responsible for allocating executive PD funds—e.g., money intended to be spent on PD for members serving on Association committees and needing more information or education.

(EXECUTIVE: May 10, 2006)

**4. COMMUNICATION WITH MEMBERS**

4.1 Each Executive Meeting agenda will conclude with an item titled “Communication with Members,” which will clarify what the Executive reps should be communicating to the members in their areas.

(EXECUTIVE: June 12, 2001)

4.2 Association will distribute a one-pager about Health and Safety every year.

(EXECUTIVE: November 26, 1999)

**5. COST RECOVERY COURSES**

The Association maintains that instructors of Continuing Education and Professional Studies courses are our members, that the work should not be contracted out, and that such courses should not be offered at the expense of base-funded programs.

(EXECUTIVE: October 10, 2012)

## 6. DONATIONS AND GIFTS

6.1 No donations are to be given beyond the scholarships that currently exist except as decided by the general membership. Any membership decisions will consider budgetary implications.

(AGM: April 15, 2005)

6.2 The Association will not contribute to any political party or charitable organization in response to requests for such contributions but, where appropriate, such requests will be referred by the executive to the members to encourage their support.

(EXECUTIVE: October 20, 1993)  
(Revised: EXECUTIVE: October 10, 2012)

6.3 The Association supports the United Way and encourages its members to make individual donations.

(EXECUTIVE: October 20, 1993)  
(Revised: EXECUTIVE: October 10, 2012)

## 7. EXPENSES

7.1 Meals for family are to be deducted from expenses, unless approved by the President. Telephone calls are to be reimbursed at a maximum of \$5.00 per day/\$25.00 per week.

(EXECUTIVE: June 11-12, 2008)

7.2 The table officers may pay invoices to \$1000 without full executive approval. This amount may be exceeded for events that are part of the approved annual workplan, (e.g. Executive Retreat, AGM, FPSE Convention).

(EXECUTIVE: September 2, 1992)  
(Revised: EXECUTIVE: October 10, 2012)  
(Revised: EXECUTIVE: June 1, 2016)

7.3 The Association Executive commits to use the same guidelines as those used by FPSE when approving and reimbursing expenditures incurred by faculty in the process of carrying out Faculty Association business.

(EXECUTIVE: February 20, 1991)  
(Revised: EXECUTIVE: October 10, 2012)

## 8. TRAVEL EXPENSES

### GENERAL:

Individuals seeking reimbursement for expenses incurred while traveling on Association business must submit an Expense Claim Form with ORIGINAL receipts (where possible).

Expense Claim Forms are normally submitted within two (2) weeks after the meeting/event, or trip. Expenses in addition to those detailed below are not reimbursed unless the President authorizes them in advance.

Allowable amounts for travel expenses will be adjusted to reflect current FPSE guidelines.

**TRANSPORTATION:**The most direct and efficient mode of transportation is used unless otherwise approved in advance by the President.

Airfare: (Receipts required)

Actual cost for airfare is reimbursed. Whenever possible, airplane tickets are booked in advance to take advantage of any special airfares which may be available.

Ferry, Train, or Bus (Receipts required) Actual costs are reimbursed.

Taxi: (Receipts required)

Actual costs, including tips, are reimbursed.

Auto: (no receipts required)

Individuals are reimbursed for the use of personal vehicles at the current FPSE rate (\$0.55/km as of June 2016)

One-way campus-to-campus mileages are listed on the front of the expense claim form. Individuals choosing to travel by personal or rental vehicle when air transportation is available are reimbursed at the above rate only up to the cost of the lowest web airfare available. Any additional accommodation or meal expenses incurred as a result of choosing to travel by personal vehicle are the responsibility of the individual.

If an individual uses his/her personal vehicle on Association business more than four times a month or more than 1600 kilometers per year, the cost of additional business-use insurance will be reimbursed by Association if approved in advance by the President.

Car Rental: (Receipts required)

The actual cost of car rentals at the site of the meeting is reimbursed up to \$60.00 per meeting. Additional car rental expenses may be authorized by the President. Additional car rental expenses may be authorized in advance by the President.

**ACCOMMODATION: (Receipts required)**

Commercial overnight accommodation is reimbursed at the single room rate for those nights reasonably necessary to attend meetings/events or carry out Association business. The most reasonable accommodation in the immediate vicinity of the individual's meeting or business is used. For all meetings held at the Association office or conferences at a hotel, accommodation is booked through Association office for the designated hotel with which Association has negotiated special rates.

Substitute hotels are normally not allowed unless previous arrangements have been made, and will be reimbursed only up to the cost of the Association designated hotel.

An allowance of \$50.00 per night is paid when an individual arranges private accommodation.

**MEALS: (No receipts required)**

Where a meal is claimed:

Meal allowance:

- Breakfast: \$12.00
- Lunch: \$17.00
- Dinner: \$27.00
- Incidentals: \$10.00

Where a meal is provided by the Association:

The meal allowance is not applicable when meals are provided by the Association at meetings or other events.

Unless otherwise approved by the President, meals supplied for guests/family will be deducted at the Association meal allowance rates (see above), children 12 and under at 50%.

**DEPENDANT CARE: (Receipts required)**

Receipted dependant care expenses (e.g. childcare, eldercare, disabled care) will be covered for members on Association business.

**TELEPHONE:** The actual cost of telephone calls while away on Association business will be reimbursed to a maximum of \$5.00 per day and no more than a total of \$25.00 per week. Receipts must be provided.

**HOSPITALITY:** The hospitality expenses are not normally reimbursed, unless authorized by the President.

**OTHER EXPENSES:** The actual cost of other usual minor expenses, e.g. parking is reimbursed. Additional expenses are not reimbursed unless authorized in advance by the President.

(EXECUTIVE: June 11-12, 2008)  
(Revised: EXECUTIVE: October 10, 2012)  
(Revised: EXECUTIVE: June 1, 2016)

## 9. KFACTS

9.1 The Association President, Vice-President and committee members are required to report on their activities in the Association newsletter in whatever format they feel appropriate.

(EXECUTIVE: September 14, 1994)  
(Revised: EXECUTIVE: October 10, 2012)

### 9.2 KFACTS EDITORIAL POLICY

#### I. Purpose of KFAcTs

1. To inform members of issues that concern them,
2. To foster a sense of membership,
3. To communicate issues and Association positions to the KUC [sic] Board and Administration.

## II. Publication schedule & Editor

1. In general, KFACTs will be published 4 - 5 times per year
2. The Editor will be appointed by the Executive
3. The Editor can be terminated by the Executive.

## III. Content

1. The content will include, but is not limited to, news items, reports, notices, editorials and letters to the editor.
2. Anonymous letters to the editor will not be accepted.
3. Content in the newsletter will promote the welfare, professional interest, and working conditions of Association members.
4. A draft copy of Association acts will be reviewed by the Table Officers approximately one week in advance of publication.
5. In the event that the Table Officers disagree on content, the matter shall be referred to the Editorial Committee for a majority decision.
6. The Editorial Committee shall have three members comprising
  - a. the Editor
  - b. the Association President
  - c. one member of the Executive. This person shall not be a Table Officer.

(EXECUTIVE: September 13, 2006)

## 10. MEETINGS

Motions are to be recorded in Association minutes as “MOVED/SECONDED/CARRIED [or DEFEATED].” Names of individuals making or seconding motions are not to be used.

(EXECUTIVE: November 4, 2004)

## 11. MOBILE TELECOMMUNICATIONS FOR TABLE OFFICERS

Full-time Table Officers will be eligible for a data-enabled mobile phone for conducting Association business. Association phones are to be used for Association business only.

Less than full-time Table Officers will be eligible for a \$25 per month subsidy for using their personal mobile phone for Association business, unless otherwise approved by the Association Executive.

(EXECUTIVE: March 10, 2010)  
(Revised: EXECUTIVE: June 1, 2016)

## **12. POLITICAL ACTION COMMITTEE**

The Association will form a Political Action Committee with membership appointed from volunteers by the Executive, with terms of reference to be approved by the PAC and approved by the Association Executive.

(GENERAL MEETING: March 1, 2002)

## **13. HARASSMENT AND DISCRIMINATION**

This process is to be used in the case of harassment or discrimination allegations made in the context of union activities such as, but not limited to, committee meetings, general meetings, elections, communications, or conversations in person or online. This policy is not intended to be used in the case of harassment allegations made in the workplace jurisdiction of the Employer. Those workplace harassment allegations are normally handled under Article 23 of the Collective Agreement.

### **Statement of Principle**

Association is committed to creating a democratic union which is inclusive, welcoming, and free from all forms of harassment and discrimination and where members are free to participate in critical debate and discussion of ideas and issues.

Conduct that undermines these rights violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals, and undermines the purposes and goals of the Association.

### **Discrimination**

The Association except in circumstances where there is a bona fide requirement shall not discriminate against any person on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of a person or group or class of persons, or in the case of employment, a person with a criminal or summary conviction.

### **Harassment**

Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material which the harasser knows or ought reasonably to know is abusive and unwelcome. It is the reasonably foreseeable impact of the comment or action on the victim that matters, not the intent of the person making the comment or taking the action.

Harassment and discrimination will not be tolerated, condoned, or ignored by the Association. Where a complaint of harassment or discrimination is substantiated, appropriate disciplinary measures by the union may include censure, prohibitions against holding elected positions, or suspension from participation in specific union events.

### **Definitions**

Human Rights Harassment is harassment based on a prohibited ground. It is objectionable conduct or comment based on or related to one or more of the prohibited grounds under the BC Human Rights Code [R.S.B.C. 1996 c.210] which is known to be unwelcome, or ought to be reasonably known to be unwelcome.

## Human Rights Harassment:

Is a form of discrimination that adversely affects the recipient;  
Would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with her/his participation in a union-related activity;  
May be a single serious incident or a series of incidents.

As of this date, the grounds protected against discrimination by BC's Human Rights Code [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of a person or group or class of persons. In the case of employment, a criminal or summary conviction offence that is unrelated to the employment or to the intended employment also constitute protected grounds.

Sexual Harassment is defined by the Supreme Court of Canada as unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse consequences for the victim of the harassment (1989). It is conduct of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome.

Sexual harassment includes, but is not limited to:

- Any form of sexual violence, whether written or verbal, including assaults or threatened assaults;
- Crude sexual or sexually charged or abusive remarks, including jokes and questions regarding a person's sex life;
- Leering or any sexualized behavior that humiliates a member;
- Unwelcome physical conduct such as patting, touching, pinching, grabbing or hugging;
- Display of sexually explicit, sexist, or other offensive or derogatory material for purposes other than instructional;
- Unwanted sexual references to a person's body, clothing, habits;
- Compromising invitations.

Personal Harassment is conduct which serves no legitimate work purpose. It has the effect of creating an intimidating, humiliating, hostile or offensive work environment. It may occur as a single serious incident or over a period of time. It may occur as a combined series of incidents - of which any one in isolation would not necessarily be considered harassment, but when examined as a whole represent patterns of repeated unwanted conduct.

Examples of personal harassment include:

- Any form of physical violence, including physical, sexual or other assaults or threatened assaults;
- Intimidating conduct, including threats of any kind;
- Verbal abuse such as: insults, name-calling; unwelcome remarks, slurs, jokes, taunts, teasing;
- Mobbing, shunning or abuse of authority are particular types of conduct which, alone or in tandem with other unwelcome conduct, may be considered harassment;

- Horse-play, pranks or practical jokes that embarrass, insult or harm someone;
- Verbal, behavioral or environmental indignities, whether intentional or unintentional, that communicate hostile, derogatory or otherwise negative prejudicial slights and insults toward any individual or group;
- Recurring conduct that causes psychological or physical harm, and creates a psychological power imbalance.

## **Procedures**

### **Informal Resolution**

A member may first attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Harassment Policy, by asking that person to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint to any Association Table Officer. If that is not possible, a member may bring forward a complaint to the Ombudsperson.

### **Formal Complaint**

A complaint alleging harassment or discrimination must be made in writing to any Association Table Officer. If that is not possible, a complaint must be made in writing to the Ombudsperson. The complaint must include the names of the complainant and the respondent, a description of the relevant facts (including dates, times and places), the names of any witness and the remedy the complainant is requesting.

### **Mediation**

When a complaint is received by the Union, the parties may initiate a mediation procedure. Mediation will require that both the complainant and the respondent agree to use the following process:

- a) A Association Representative will be assigned to and approved by each respective party;
- b) Association Representatives will discuss the complaint with the respective complainant and respondent and determine whether the parties agree to mediation.
- c) The Association, the complainant and the respondent must agree on the mediator. The Labour Relations Board can be asked to propose a mediator or Association can propose a mediator independently.
- d) The mediation process and resolution will be kept strictly confidential by all participants.
- e) Where a resolution is reached, the complainant and the respondent must agree in writing to the resolution and the matter will then be considered concluded.
- f) Except the written statement of the agreed resolution, no record of the mediation will be placed on file with Association.

### **Investigation**

Where either the complainant or respondent does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an external investigator.

An investigator will be appointed by the Association within ten (10) working days of referral.

The referral will, where possible, include written statements from the complainant and the respondent which succinctly outline the issue(s) in dispute. The referral should be assembled by the President or designate and forwarded to the investigator with a copy sent to the complainant and respondent.

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with all persons interviewed.

### **Terms of Reference of the Investigator**

The purpose of the investigator will be to ascertain facts.

All persons quoted in the investigation will be named by initials.

The report of the Investigator will be given, in confidence, to the Association President or designate.

It is the responsibility of the Association President or designate to forward a copy of the report to the complainant and the respondent.

The President or designate will state, in a covering letter, that the report is confidential. The report will refer to individuals involved by initials or code; however, a key will be provided to the Association President or designate for internal use. This practice will be continued at any subsequent arbitral proceeding.

The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure.

If the President is the Complainant or Respondent in a complaint, the Association Vice-President, or another elected Association officer, shall be appointed by the Executive to deal with the investigator and the report.

### **Reliance on Report of Third-Party Investigator**

Association is entitled to rely on the fact of mediation or the report of a third-party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third-party investigator's report.

The Association is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third-party investigator's report where the issue of good faith is raised by a member.

The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.

The investigator will conclude their work within ten (10) working days of appointment and will render a report within a further five (5) working days. These timelines may be extended if deemed appropriate by the Association.

If requested by the investigator, the Association will provide meeting space and contact information for persons to be interviewed.

The investigator may, as part of their report, make recommendations for resolution of the complaint.

The investigation and the investigator's report will not be shared in any way with the Employer.

### **Findings and Actions**

The Association President or designate will make a written determination based upon the facts and recommendation, if any, within ten (10) working days of the receipt of the investigator's report.

The President may consult and seek advice from the Association Table Officers or other reliable advisors.

If necessary, this timeline may be extended.

The determination will:

- a) Make a recommendation to the Association Executive regarding action(s), if any, to be taken or required by Association.
- b) Include, where appropriate, a statement of exoneration.

### **Consideration by Association Executive**

The Association Executive will be provided the investigator's report without identifying names, and will consider the recommendations from the President or designate. The Executive will approve or reject the recommendations in an in-camera session.

If the approved recommendations include disciplinary action against a member, then the President or designate shall inform the member of that recommendation and give the member an opportunity to meet with the President or designate to address the findings of the harassment report and the recommendations.

The member shall have the right to be accompanied by a steward or other union representative of their choice.

All portions of Executive Committee meetings relating to complaints made under the Association Harassment Policy will be conducted in camera.

If a member is disciplined by the Executive under this policy, the member will have the right to file a complaint under Section 12 of the BC Labour Relations Code.

### **Rights of the Parties**

Should a complainant file a complaint under the provisions of the Human Rights Code, it is

understood that the Human Rights Code complaint would be set aside until such time as the procedures under this policy have been completed. Where an allegation includes both a complaint under the Human Rights Code and a complaint of personal harassment, Association may agree to have the investigator investigate both of the complaints in order to relieve against expense and duality of process.

### **False Complaints, Breaches of Confidentiality and Retaliatory Action**

Frivolous, vexatious or malicious complaints of harassment, retaliation in response to a harassment complaint, or breaches of confidentiality during the investigation of a harassment complaint may result in Association taking disciplinary action against a member.

Should retaliation be alleged following the filing of a harassment complaint, the investigator may deal with that allegation and make a finding of fact about it in their report.

(EXECUTIVE: March 9, 2022)  
(EXECUTIVE: June 11, 2014)  
(GENERAL MEETING: October 23, 2023)

## **14. RETIRED MEMBERS**

14.1 A letter will be sent out to newly retired members on a bi-annual basis inviting them to become retired members of the Association and will include up to date brochures for the Association of British Columbia College Pension Plan Retirees (ABCCPPR) and BC Forum.

14.2 The Association will pay the first year's dues to either the ABCCPPR or BC Forum upon request.

14.3 An email list will be maintained of retired members to inform them of meetings and events.

(EXECUTIVE: October 14, 2015)

## **15. DISPOSITION OF ASSOCIATION ASSETS**

### **Definition**

Disposition of assets refers to the sale of Association property.

### **15.1 Disposition of Assets Currently Valued at \$500.00 and Over**

To dispose of assets valued over \$500.00, the asset disposition requires a motion and vote of approval by the Association Executive.

### **15.2 Disposition of Assets Currently Valued Under \$500.00**

To dispose of assets valued under \$500.00, the asset disposition requires the agreement and signature of two Association Table Officers.

### **Receipt and Deposit of Cash**

When a Association asset is sold, the cash received will be deposited into the main

Association operating account.

### **Valuation**

Fair Market Value of assets will be determined by reviewing the costs of equivalent material through a variety of digital product catalogues and sales sites.

(EXECUTIVE: November 25, 2015)

## **16. LOGO USE**

Any members wishing to use the Association logo on promotional or informational material must provide a copy of such material to the Table Officers for vetting and approval prior to use.

Approval will be contingent upon the use of the logo being in alignment with the Association constitution.

Electronic versions of the Association logo will be provided by the Association office staff upon approval.

(EXECUTIVE: February 10, 2016)

## **17. RETIREMENT RECOGNITION**

Members who have retired will be recognized at either of the General Meetings. Recognition will entail an announcement of their name, department, and years of membership in the Kwantlen Faculty Association.

(EXECUTIVE: February 10, 2016)

## **18. BEREAVEMENT**

A sympathy card will be sent to the family upon the death of an active Association Member.

(EXECUTIVE: January 13, 2016)

## **19. EDUCATION LEAVE REPLACEMENTS**

The Association President or designate will email, in April or May, all Deans of faculty receiving Education Leaves to determine who will be replacing the faculty members while on leave. (Intention is to ensure replacements are receiving NR2 Contracts)

(EXECUTIVE: June 1, 2016)

## **20. DEFENSE FUND AND STRIKE PAY**

The cap on the defense fund is \$1.5 million dollars.

(GENERAL MEETING: November 25, 2021)  
(ANNUAL GENERAL MEETING: April 25, 2019)  
(ANNUAL GENERAL MEETING: April 21, 2015)

Strike pay is \$150 per day.

(ANNUAL GENERAL MEETING: April 28, 2022)  
(ANNUAL GENERAL MEETING: April 10, 2018)  
(ANNUAL GENERAL MEETING: April 21, 2015)

Guidelines to Collect Strike Pay:

Faculty members covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a strike as defined in the Labour Relations Code of B.C. or in the Canada Labour Code.

Association members who experience a financial loss as a result of a lockout by the Employer, or from the refusal to cross a legal picket line at KPU arising out a strike as defined in the Labour Relations Code of B.C. or in the Canada Labour Code, may collect one day of strike pay for each picket duty shift they complete to a maximum of 5 shifts per week. A picket duty shift may include job-action related duties such as mailings, phone calls, picket-making, strike-pay distribution, and so forth. It is the responsibility of the member to sign in and out with the picket captain. If a member is unable to participate in picket duty, they can contribute in other ways. Please contact your picket captain if this applies to you.

(EXECUTIVE: March 11, 2015)  
(GENERAL MEETING: October 21, 2024)  
(GENERAL MEETING: December 3, 2024)

## **21. DEFENCE FUND AND OPERATING FUND INVESTMENT POLICY**

### **Section 1: Purpose**

- 21.1.1 This statement of investment policy (“the Policy”) applies to the assets held in the Defence Fund and Operating Fund (the “Funds”) for members of the Kwantlen Faculty Association (“Association”).
- 21.1.2 This policy establishes investment principles and guidelines giving particular consideration to the nature and purpose of the Defence and Operating Funds, its characteristics and its financial obligations, and to define the management structure and monitoring procedures adopted for ongoing operation of the Fund.
- 21.1.3 This policy may be changed or modified at any time by the Association Executive Committee. Any investment manager (the “Manager” or “Funds Manager”) or other agent or advisor providing services in connection with the investment of the Funds shall accept and adhere to this policy.

Reporting: Investment reports shall include a detailed schedule of investments, as well as the portfolio value and performance information. The audited financial statements shall include a summary of year-to-year changes, investment income and contributions, and deductions (if any).

The audited financial statements shall include a summary of, and the investment reports shall include a detailed schedule of investments, showing the amounts of holdings, costs and market value.

## **Section 2: Executive Responsibilities**

- 21.2.1 The Executive Committee has the ultimate responsibility for the prudent investment of the Funds. The Executive Committee is responsible for all aspects of the Funds, including developing an investment policy, establishing and maintaining an investment manager structure, and monitoring investment results.
- 21.2.2 The Executive Committee may delegate their responsibilities under this policy as they deem appropriate.
- 21.2.3 The Executive Committee may adopt regulations which establish the delegated responsibilities and powers and the corresponding delegate (e.g., investment manager, investment committee). In the case of delegation regarding any aspect of this policy, the reference to The Executive Committee herein shall be interpreted as a reference to the appropriate delegate.

## **Section 3: Nature of the Funds**

- 21.3.1 The Association shall establish and maintain a Defence Fund to support in the case of strike, lockout, or picket line recognition or for such other action in defence of the Association as is approved by The Executive Committee.
- 21.3.2 The investment objectives for the Funds recognize the potential need for disbursement and periodic need for liquidity.

## **Section 4: Funds Objectives**

- 21.4.1 The ability of the membership to withstand a work stoppage is directly related to the return achieved by the Funds and the accumulation of contributions.
- 21.4.2 To fulfill the Association's objectives over the long term, the Funds should achieve over a rolling five-year average total rate of return at minimum as follows:
  - (a) a net (after deduction of investment management fees) return of annual CPI (Canada), plus 2.0% per annum; and
  - (b) a net (after deduction of investment management fees) return of 4% per annum.

## Section 5: Permitted Categories of Investment

- 21.5.1 Subject to other provisions of this policy, the Funds may be invested in any or all of the following asset categories and subcategories of investments:
- (a) common stocks, convertible debentures or preferred securities;
  - (b) bonds, debentures, mortgages, notes or other debt instruments of governments, government agencies or corporations;
  - (c) guaranteed investment contracts or equivalent of insurance companies, trust companies, banks or other eligible issuers, or funds which invest primarily in such instruments;
  - (d) annuities, deposit administration contracts or other similar instruments regulated by the Canadian and British *Insurance Companies Act* (Canada) or comparable provincial law, as amended from time to time;
  - (e) term deposits or similar instruments issued or unconditionally guaranteed by trust companies or banks;
  - (f) cash, or money market securities issued by governments, government agencies or corporations;
  - (g) mutual funds, exchange traded funds, pooled or segregated funds which may invest in any or all of the above instruments or assets.
- 21.5.2 Unless specifically approved elsewhere in this policy, the Funds may not be invested in categories of assets excluded from Section 5.1, including but not limited to investment in commodities, precious metals or collectibles.
- 21.5.3 No investment shall be made which is not permitted by relevant provincial or federal legislation.

### 21.5.4 Exclusionary Screens

(a) MILITARY

For the purposes of the Association's Defence and Operating Funds investment portfolio, companies will be ruled ineligible if they derive 5% or greater of revenues from weapons-related contracting or consulting, including the manufacture of (i) air, land or sea military vehicles; (ii) rifles, missiles, bombs, or other explosive devices; (iii) ammunition; (iv) technology, such as 'smart' weapons or guidance systems; or (v) nuclear weapons or components for nuclear weapons systems.

(b) NUCLEAR POWER

The Association's Defence and Operating Funds investment portfolio will not include companies that

- generate electricity from nuclear fuels or have an interest in a nuclear power plant that is operating or under construction; or
- mine, process or enrich uranium, or are otherwise involved in the nuclear fuel cycle.

(c) TOBACCO

The Association's Defence and Operating Funds investment portfolio will not include companies that derive revenues from the production of tobacco products or whose involvement in activities closely associated with the production of tobacco products represents 5% or greater of annual revenues.

Tobacco products include cigarettes, cigars, pipes, chewing tobacco, snuff, and cigarette and pipe tobacco. Related activities include (but are not limited to) the manufacture of rolling papers, filters and packaging. Companies involved in the distribution and sale of tobacco and tobacco-related products remain eligible for the Funds.

(d) PRODUCTS

Within the context of its overall structure, The Association's Defence and Operating Funds investment portfolio does not include companies that manufacture products that cause (or allegedly cause) permanent impairment, life-threatening or non-life-threatening injuries or illness.

(e) BUSINESS PRACTICES

The Association's Defence and Operating Funds investment portfolio does not include companies:

- that have paid recent fines/penalties as a result of questionable marketing or production practices; or
- that have paid recent fines/penalties relating to price fixing, antitrust violations or consumer frauds.

(f) INTERNATIONAL OPERATIONS/HUMAN RIGHTS

In evaluating eligibility for investment, an analysis is done on the company's international operations based on its own merits. Implicit in this company-specific approach to international/human rights analysis is the realization that investment in less developed economies can have either a positive or negative impact on the citizens of the host country. Investment can provide jobs and raise the standard of living in these countries, but it can also cause significant social and environmental damage. Accordingly, The Association's Defence and Operating Funds investment portfolio does not include companies:

- whose operations in less developed countries have been the subject of significant controversies related to treatment of employees, degradation of the environment or relationships with indigenous peoples; or
- whose major suppliers have been cited for mistreating employees or using child or prison labour; or
- that operate in countries with repressive regimes.

(g) ENVIRONMENT

In measuring eligibility for The Association's Defence Fund investment portfolio, a company's environmental performance record is measured on balance against those of its industry counterparts. Therefore, within this best-of-sector framework (and within the context of its overall performance), companies are not included that:

- have poor environmental compliance records, including a history of fines or civil penalties as a result of transgressing federal or provincial environmental legislation; or
- have recently been involved in major controversies with local environmental or community organizations involving some form of environmental degradation; or
- manufacture or emit significant amounts of ozone-depleting chemicals or give rise to emissions that contribute significantly to global warming or the formation of acid rain; and
- have no corresponding strengths in these areas.

(h) EMPLOYEE RELATIONS

In measuring eligibility for The Association's Defence and Operating Funds investment portfolio, a company's employee relations performance is measured on balance against those of its industry counterparts. Therefore, within this best-of-sector framework (and within the context of its overall performance) those not included are companies:

- with poor health and safety records; or
- with records of violations, convictions or fines for unfair labour practices, and/or significant number of work stoppages; or
- that do not provide a level of benefits to their employees that is comparable to industry counterparts (including share ownership opportunities, profit-sharing programs or other participatory initiatives).

In determining eligibility for investment, The Association also seeks to include companies that demonstrate a strong commitment to progressive employee relations, especially when compared to industry counterparts.

(i) DIVERSITY

A company is excluded from eligibility for The Association's Defence and Operating Funds investment portfolio under the following conditions:

- it has no employment equity policy or programs in place to encourage the hiring and promotion of disadvantaged groups; and
- there are no women within the ranks of senior management, and it has 1,000 or more employees; or
- it does not include gay and lesbian employees in its employee benefit plans; or
- it recently has been involved in major controversies involving its hiring and promotion record.

In determining eligibility for investment, Association also seeks to include companies that demonstrate a strong commitment to diversity in the workplace, especially when compared to industry counterparts.

(j) A company is excluded from eligibility for The Association's Defence and Operating Funds investment portfolio under the following conditions:

- it has paid fines or civil penalties, or has been involved in a major controversy, related to a community in which it operates; or

- its relations with a community in which it operates have become strained due to recent plant closings or a general breach of its agreements with the community; or
- it recently has been involved in a major controversy with Indigenous peoples and communities.

#### 21.5.5 Qualitative Screens

##### (a) QUALITATIVE SCREENS

The Association's Defence and Operating Funds investment portfolio's qualitative screens (products, business practices, international/human rights, environment, employee relations, diversity and community) exclude companies whose record on balance are negative in these areas. Accordingly, problems in one of these areas do not necessarily eliminate a company from eligibility. This analysis incorporates the best-of-sector approach, whereby a company's record is measured against those of its industry counterparts. The screen also seeks to include companies whose records in diversity and employee relations are positive.

##### (b) FOSSIL FUELS

In evaluating eligibility for investment, best-of-sector screening will be applied to ensure the Association's Defense and Operating Funds are investing only in companies that rank in the top 25% of ESG sector ranking.

### **Section 6: Degree of Risk and Diversification**

21.6.1 The investment objectives for the Funds have been reviewed with regard to the risk tolerance of the Executive Committee and characteristics of the Funds. The primary observation is:

- (a) In the event of a work stoppage, it is likely that a substantial portion of the Funds will be dispersed to members. Particularly during windows of collective bargaining, liquidity of all assets held by the Funds is of utmost importance.

21.6.2 In view of the purpose of the Funds, an average degree of risk in terms of short-term variability of returns, relative to a broad range of balanced income funds, will be accepted in the Funds' investments in pursuit of long-term returns.

21.6.3 Risk of price fluctuations within the asset classes and the uncertainty of future economic and investment conditions dictate prudent diversification through investment in asset classes whose expected return correlations provide overall risk reduction for the Funds.

### **Section 7: Asset Allocation Guidelines**

21.7.1 In view of the foregoing considerations, the allocation of assets between fixed income and equity securities shall be maintained within the following structure, exclusive of the occurrence of a strike or lockout:

<b>Asset Class</b>	<b>Range</b>	<b>Neutral Allocation</b>
Cash and equivalents*	0%-100%	10%
Fixed income	40%-80%	60%
Common equities	0%-50%	30%

*\* In times when significant withdrawals are anticipated, cash and equivalents may rise to 100%.*

21.7.2 Within each asset class, there will be a prudent level of diversification subject to the following limits, based on market value. Foreign content for equities and bonds will be capped at 40% of the total value of the portfolio.

21.7.3 Equities: In respect of the total content of the Funds:

- (a) Not more than 10% of the allocation to equities shall be invested in the common stock, preferred shares or equity issues of any one corporation.
- (b) In regards to the total equity holdings:
  - (i) investments shall be diversified appropriately among industry groups with no industry representing more than 25% thereof in any case;
  - (ii) not more than 8% thereof shall be invested in small capitalization equities defined as having a total market capitalization less than \$200 million.

21.7.4 Fixed income (bonds): In respect of the total content of the Funds, the quality standards for bond investments shall be as follows:

Bond Rating	Maximum Percentage of Bond Allocation
Investment Grade Moody's (Aaa to Baa3) Standard & Poor's (AAA to BBB-) Fitch (AAA to BBB-)	No limit
Non-Investment Grade	10%

The above limits will be applied with some temporary latitude in the event of a downgrade of a security only. Under this circumstance, the investment manager shall make the necessary changes to the Funds to ensure compliance with these limits within three months of the downgrade.

21.7.5 Short Term Paper: Any short-term portion of the Funds (or of an equity or debt portfolio) shall be invested in readily liquidated securities with a term to maturity (or in the case of floating rate securities, to interest rate re-establishment) of not more than one year, or held in cash.

21.7.6 Investments may be made in the above asset classes directly, or holding units of exchange-traded funds, pooled, segregated or mutual funds investing in

one or more asset classes. The Executive Committee shall monitor, or cause to be monitored, the contents of the pooled funds portfolios for their degree of compliance with the foregoing expectations and may make or cause to be made such changes in their choice of pooled funds as are deemed appropriate to meet the objectives of this policy.

### **Section 8: Valuation of Investments**

- 21.8.1 Investments in publicly traded securities shall be valued daily at their market value.
- 21.8.2 Investments in pooled funds comprising publicly traded securities shall be valued according to the unit values published at least monthly by the pooled funds manager.

### **Section 9: Investment Manager / Advisor Structure**

- 21.9.1 Competent external professional investment manager(s) or advisor(s) shall be appointed by the Executive Committee, when satisfied as to their suitability and competence to act as agents for the Funds. The Executive Committee shall also make any manager changes, from time to time, as are deemed to be in the best interests of the Funds and the membership. To be considered for appointment, an investment manager should have a suitable investment approach, demonstrated financial stability, low turnover of personnel, capacity to undertake the account, performance record of at least two years, and relevant experience and expertise.
- 21.9.2 All of the foregoing is subject to compliance at all times with investment restrictions required by law.

### **Section 10: Conflicts of Interest**

- 21.10.1 A conflict of interest, whether actual or perceived, is defined for the purposes of this policy as any event in which a participating company, the Executive Committee, an employee of a participating company, any manager or delegate, the custodian or any party directly related to any of the foregoing, may benefit materially from knowledge of, participation in, or by virtue of, an investment decision on holding of the Funds.
- 21.10.2 Should a conflict of interest arise, the party in the actual or perceived conflict, or any person who becomes aware of a conflict of interest situation, shall immediately disclose the conflict to Executive Committee. Any such party will thereafter abstain from decision making with respect to the area of conflict, and a written record of the conflict will be maintained by Executive Committee.
- 21.10.3 No part of the Funds shall be loaned to any participating company, employee of a participating company or any Executive member, or any legal person owned or controlled by any of the aforementioned.

21.10.4 The Executive Committee shall satisfy themselves that appropriate policy regarding conflicts of interest exists and is followed by any manager appointed by the Executive Committee.

### **Section 11: Monitoring**

21.11.1 The Executive Committee shall be prepared to meet at least annually to:

- (a) review the assets and net cash flow of the Funds;
- (b) review the current economic outlook and investment plans of the manager;
- (c) review the current asset mix of the Funds, and subject to Section 14, take any action necessary to ensure compliance with this policy; and
- (d) receive and consider statistics on the investment performance of the Funds.

21.11.2 The Executive Committee shall monitor the performance of each manager. Such monitoring shall include, but not be limited to, quarterly reports, annual meetings, and ongoing evaluation of performance relative to standards appropriate to the manager's mandate.

### **Section 12: Loans and Borrowing**

21.12.1 No part of the Funds shall be loaned to any person, partnership or association as stated in Section 10.3 except as may be deemed permissible by the Executive Committee as described in Section 5.

21.12.2 Neither the Executive Committee nor the manager may pledge, hypothecate, or otherwise encumber, in any way, the assets of the Funds, except to the extent that temporary overdrafts occur in the normal course of business.

21.12.3 The Executive Committee shall not borrow on behalf of the Funds except to a limited and temporary extent for the timely payment of Funds benefits or administrative costs.

### **Section 13: Voting Rights**

21.13.1 The responsibility for exercising and directing voting rights acquired through Funds investments shall normally be delegated to the manager, who shall at all times act prudently and in the best interest of the Funds and its beneficiaries.

21.13.2 The Executive Committee reserves the right to direct, or override, the voting decision of the manager, if in its view such action is in the best interest of the Funds and its beneficiaries. If they intend to do so, they shall inform the manager in writing within a reasonable period of time.

21.13.3 It is recognized that the above constraints and policy on voting rights are not enforceable to the extent that the Funds is invested in pooled funds.

### **Section 14: Policy Review**

21.14.1 This policy shall be reviewed by The Executive Committee at least annually, but otherwise whenever a major change is necessary. Such review may be caused by:

- (a) a significant depletion of the Funds through a work stoppage;
- (b) significant revisions to the expected long-term trade-off between risk and reward on key asset classes, normally dependent upon basic economic/political/social factors;
- (c) shortcomings of the policy that emerge in its practical application or substantive modifications that are recommended to The Executive Committee by the manager.

(EXECUTIVE: March 9, 2022)

## **22. POLICY ON LEGAL SERVICES PROVIDED TO THE ASSOCIATION**

### **22.1 Purpose**

The purpose of this policy is to outline the scope, limitations, principles, and guidelines for the provision of legal services to the Association.

### **22.2. Scope**

This policy applies to all legal services provided directly to the Association and excludes any legal services provided through the Federation of Post-Secondary Educators.

### **22.3 Legal Services**

**Legal Services may include:**

- **Consultation:** Initial meetings to understand Association needs and provide preliminary advice.
- **Representation:** Legal representation in meetings, bargaining, the grievance-arbitration process, tribunals, and other legal proceedings.
- **Advisory Services:** Ongoing legal advice on various labour relations matters.
- **Document Preparation:** Drafting, reviewing, and finalizing legal documents.
- **Negotiation:** Assisting the Association in negotiating settlements and agreements.
- **Education:** Professional development related to labour relations, duties under the BC Labour Relations Code, and current developments in case law.

Priorities for legal assistance will be decided on by the consensus of the Association Table Officer Group.

Legal assistance provided will be in alignment with the responsibilities of the Association Table Officers as described in the Association Constitution.

## 22.4 Invoices

- **Approval for Invoices Over \$1000:** Any invoices exceeding \$1000, other than those for services pre-approved by the Association Executive, must be approved by the Association Executive as per Policy 7.2 under expenses.

## 22.5 Compliance

- **Legal Compliance:** Any lawyer or firm retained will comply with all relevant laws and regulations governing the provision of legal services.
- **Ethical Standards:** The firm will adhere to the ethical standards set forth by the relevant legal professional bodies.

## 22.6 Services to the Association

- **Association Services:** Legal services provided are limited to the Kwantlen Faculty Association as an entity and as the exclusive bargaining agent for faculty members.
- **Exclusion of Individual Services:** These services do not extend to individual members of the union for their legal matters.

## 22.7 Approval of Additional Legal Services

- **Emergency Legal Services:** the Association President will serve as the primary point of contact for accessing legal services subject to Policy 7.2 under expenses.
- **Other Legal Services** beyond those described in the arrangement approved by the Association Executive will be decided on by the Association Table Officer Group and are subject to Policy 7.2 under expenses.
- **Disagreement with Legal Advice:** If there is a disagreement with the legal advice provided on whether or not to advance a grievance to arbitration, the matter will be brought to Association Grievance Appeal Panel (GAP) under Association Policy #1: Grievance Appeal Process to determine whether or not to advance the grievance to arbitration.

## 22.8 Documentation and Record-Keeping

- **Records:** Detailed records of all legal consultations, advice given, and actions taken will be maintained.

## 22.9 Reporting

- **Reporting:** The effectiveness and usage of legal services will be reported at the Association Annual General Meeting.

## **23. COMPUTERS, CELLULAR PHONES, AND OTHER COMPUTING DEVICES**

### **23.1 Purpose**

This policy governs the use, security, and return of laptops, cell phones, and other computing devices issued by the Association.

### **23.2 Ownership**

All laptops, cell phones, and computing devices purchased by the Association remain the property of the Association at all times.

### **23.3 Authorized Use**

- 23.3.1 Devices shall be used only for Association business.
- 23.3.2 Personal use shall be limited to incidental activity that does not interfere with Association work, security requirements, or device performance.
- 23.3.3 Users shall not install unauthorized software, applications, or services.
- 23.3.4 Users shall not lend out devices without the authorization of the Table Officer Group

### **23.4 Prohibited Use**

Users shall not use Association devices to:

- 23.4.1 Access or distribute harmful, unsafe, or inappropriate content;
- 23.4.2 Visit websites or services that present security risks;
- 23.4.3 Conduct personal business unrelated to the Association other than in 3 b. above;
- 23.4.4 Store personal files except as incidental to legitimate use.

### **23.5 Security Requirements**

- 23.5.1 Users shall follow all Association cybersecurity and privacy policies.
- 23.5.2 Devices shall not be shared, loaned, or transferred except where authorized by the Table Officer Group.
- 23.5.3 Users shall take reasonable steps to prevent loss, theft, and damage.
- 23.5.4 The Association may require installation of security software, updates, or controls necessary to protect the device.

### **23.6 Data and Records**

- 23.6.1 Information related to Association business created or stored on Association devices is an Association record.
- 23.6.2 Users shall manage such records in accordance with Association privacy and document-storage policies.

## **23.7 Return of Equipment**

23.7.1 Users shall return all Association-issued devices and accessories upon completion of their term, resignation, removal from office, or upon request.

23.7.2 Devices may be inspected, refreshed, or reconfigured upon return.

## **23.8 Oversight**

The Secretary-Treasurer maintains the inventory of Association devices.

# KWANTLEN FACULTY ASSOCIATION

## II. PRACTICES

### 1. EXPENSES

#### 1.1 EXPENSE CHEQUES/CLAIMS

- Two signatures are required on expense cheques.
- Association members cannot sign their own expense cheque unless theirs is the *second* signature.
- A third party must approve expense claims submitted by the Association member—i.e., Association members cannot approve their own expenses.

#### 1.2 PARKING ALLOWANCE FOR TABLE OFFICERS

In recognition that Table Officers perform their duties across four campuses and thus require access to reserved parking, the Association shall provide Table Officers with the difference in cost between an Unreserved Annual Parking Permit and a Reserved Annual Parking Permit. As of January, 2011, the difference is \$80 (Unreserved parking is \$120/year, Reserved \$200).

### 2. GRIEVANCES

#### 2.1 DISCUSSIONS AT EXECUTIVE MEETINGS

To ensure confidentiality:

- Grievances are to be discussed *in camera*.
- Any information distributed on paper is to be collected before moving *ex camera*.
- Any information distributed on paper during the *in camera* session is to be shredded immediately after the meeting.

#### 2.2 NUMBERING SYSTEM

Grievances are to be numbered by year and order of occurrence—e.g., the first grievance of the year is numbered YYYY-01, where YYYY=the year in digits.

#### 2.3 MEETINGS WITH THE EMPLOYER

- Two Association members are to attend grievance meetings: one to present the argument, and one take notes and act as a witness.
- The grievor has the right to attend grievance meetings.
- The Association Administrative Assistant may attend grievance meetings if necessary.

#### 2.4 MEMBER-TO-MEMBER CONFLICT

- Each respondent has the right to be represented by the Association.

- The President will assign a Table Officer, Executive Area Representative, or other Association member to each respondent.
- An alternate FPSE staff representative will be assigned to members representing respondents.
- The representatives assigned to respondents will maintain confidentiality throughout the process.

### **3. HONOURARY LIFE MEMBERSHIP**

Every February, the President and Secretary-Treasurer will meet to make recommendations regarding the designation of Honourary Life Memberships. The list of candidates will be submitted to the Executive for approval. The approved candidates will be invited to the Annual General Meeting to accept their Honourary Life Memberships.

### **4. TABLE OFFICERS**

#### **4.1 TIME RELEASE**

Time release is to be accorded to Table Officers through the budget process.

#### **4.2 VACATION COVERAGE**

Table Officers about to begin vacation time will delegate their responsibilities to the other Table Officers.

### **5. ASSOCIATION APPOINTEES TO SEARCH COMMITTEES**

When members are appointed to academic administrative search committees as per Collective Agreement Article 4.10(a), the appointee(s) should receive direction on their role from the Association President or designate. The appointee(s) should also be provided with the university policy on search for senior academic administrators and the current version of the document, “Quick Reference Guide to Searches” which is to be housed on the common drive.

### **6. ASSOCIATION REPRESENTATION FOR INVESTIGATIONS**

A faculty member can be appointed by the Association to represent another member in an investigation of any sort, including for example, investigations as per Article 23, Article 20, Article 17, Policy C6, and so on. When a faculty member is appointed in such an investigation, the appointee should receive direction from the Association President or designate. The appointee should also be provided with the current version of the document, “Quick Reference Guide to Investigations” which is to be housed on the common drive.

# KWANTLEN FACULTY ASSOCIATION

## III. PROCEDURES

### 1. GRIEVANCE APPEAL PROCESS

#### 1.1 PREAMBLE

Under the Labour Relations Code, the Kwantlen Faculty Association (Association) has sole carriage of a grievance and is the sole representative of the employee on employment-related matters:

- Only the Association can determine whether a matter is a grievance or refer a grievance to arbitration.
- The Association is one of the two parties (the other being the Employer) at all grievance meetings and arbitration hearings.

Under Section 12 of the Labour Relations Code, the Association's responsibilities and obligations follow from the "duty of fair representation" which means that the Association will uphold the duty of fair representation as per the [BC Labour Relations Code](#).

The duty of fair representation does not obligate the Association to proceed to formal grievance for every matter it investigates or for every matter brought to its attention. Furthermore, the duty of fair representation does not obligate the Association to proceed to arbitration for every grievance it files against the employer.

The duty of fair representation requires the Association to ensure that every grievance is thoroughly and seriously investigated and that the Association does not act capriciously or give only superficial attention to a complaint brought to its attention or to a grievance that it has initiated.

In exercising its discretion regarding the advancement of cases to grievance or arbitration, the Association has an obligation to review the matter thoroughly, act in good faith, objectively and honestly, and take into consideration the significance of the grievance and its consequences to the member and balance those consequences with the legitimate larger interests of the Association.

All members of the bargaining unit are entitled to fair representation through each step of the grievance or arbitration procedure. The Association must keep records to demonstrate that it has taken appropriate steps to discharge its duty of fair representation.

Members have the right to appeal any recommendation or decisions regarding their case. The Grievance Appeal Process is described below.

Members are entitled to union representation throughout the grievance appeal process. Confidentiality will be upheld throughout this process. Anonymous complaints will not be considered.

## 1.2 Grievance Appeal Process

Formal requirements of the grievance process, including deadlines, are outlined in Article 17 of the Collective Agreement. If the VP Grievances decides not to pursue a formal grievance or if the Association does not pursue a grievance to the point of arbitration, the member may appeal the decision according to the steps below.

- 1.2.1 Should the member request it, the VP Grievances will provide a written rationale for the decision within two working days, and direct the member to the Grievance Appeal Process.
- 1.2.2 Upon completion of step 1 above, should the member still wish to appeal the decision, they will contact the Association President by email within three working days of receiving notice that the grievance will not be pursued to ask that the decision be reviewed by a Association Grievance Appeal Panel (GAP). If the President is not available to convene a panel, they will appoint an Executive member as a designate who is not the VP Grievances. The panel will consist of the President, Vice President Negotiations, and one other Table Officer who is not the VP Grievances. The importance of confidentiality will be stressed to the GAP members.
- 1.2.3 The President or designate will be responsible for the panel's organization and will schedule the GAP hearing to occur as soon as possible and preferably within three working days of receiving the request to appeal. The President will also request written submissions from the appellant and the VP Grievances, and will forward these to the GAP members. The President will provide the GAP with procedural guidance to ensure the hearing is conducted according to principles of natural justice.
- 1.2.4 The appellant may present their case verbally if they choose. The VP Grievances must present their case verbally.
- 1.2.5 The GAP will hear and discuss the case amongst themselves, and a decision will be made within two working days of the hearing date either by consensus or by majority vote to uphold or overrule the VP Grievance's original decision.
- 1.2.6 Within two business days of the GAP hearing, the GAP's written decision will be forwarded to the appellant and VP Grievances. If the internal appeal is unsuccessful, the member will be informed of their right to appeal to external bodies such as the BC Labour Relations Board under Section 12 of the BC Labour Code.
- 1.2.7 The decision of the GAP will be binding on the Association.
- 1.2.8 The GAP's decision is the final step in the grievance appeal process.

The President will ensure the timelines of the Collective Agreement are met and will provide appellant, VP Grievances, and GAP members with suitable deadlines throughout the process.

(EXECUTIVE: March 9, 2022)

## **2. VOTING PROCEDURES**

### **2.1 PROCEDURE FOR VOTING BY E-BALLOT**

The procedure for voting by e-ballot is outlined in Bylaw # 7: Elections of Executive Committee and Ombudsperson.

Nominations shall be submitted to the Association office prior to the close of nominations, which is noon on the day before the AGM. During the nomination period, nominations are to be made by email to the Chief Returning Officer, with a cc: to the nominee. The Returning Officer will contact the nominee to request written consent that he/she will accept the nomination. Three calls for nominations will be made during this time period.

The Officer in Charge of the Election will make the first call for nominations 21 days prior to the AGM, the second call 14 days prior to the AGM, and the final call 7 days prior to the AGM.

In the event that the call for nominations results in only one nomination being received by the close of the nomination period, the nominee shall be acclaimed at the Annual General Meeting.

In the event the call for nominations results in more than one nomination being received by the close of the nomination period, an election shall be held.

Elections shall be by electronic secret ballot.

Typically, the election shall commence within 5 business days following the AGM and conclude at noon on the 7<sup>th</sup> day of the voting process.

The result of the election shall be announced within 2 business days of the completion of the voting process.

### **2.2 PROCEDURE FOR VOTING BY SECRET BALLOT**

*Typically for Labour-Management Relations Committee Representatives, Working Conditions Committee Representatives, and Other Standing Committees*

#### **Preparation of Ballots**

The Returning Officer will initiate the preparation of a ballot for each office to be elected. The ballots will be blank sheets of a different coloured paper for each office.

#### **Voting Procedures**

Voting will be by ballot and an eligible elector may only cast one vote. Voting by proxy is not permitted. Any elector who requires assistance may request at the meeting that the Returning Officer, or his or her deputy, vote on the elector's behalf for the candidates of the elector's choice in his or her presence and in the presence of

any other person chosen by the elector other than a candidate.

Voting may take place at the Annual or other General Meeting of the Kwantlen Faculty Association and ends when the meeting ends. An elector forfeits his or her right to vote at the election after being given a ballot by the Returning Officer, or his or her deputy, if that elector leaves the general meeting without delivering the ballot to the ballot box within the time period set for the general meeting voting process.

The Returning Officer will provide a ballot container for the collection of each ballot. The Returning Officer will supervise the collecting of ballots.

Upon receiving the ballot, each elector will clearly write the name of the candidate of his or her choice on the ballot and place the ballot in the ballot container provided.

In the event an elector spoils his or her ballot, the elector may present the spoiled ballot to the Returning Officer, or his or her deputy, and request another ballot. The returning officer will ensure that all spoiled ballots are recorded and placed in a separate envelope.

### **Acclamation**

A candidate will be acclaimed to a position if there are no other nominations for the position at the end of the nomination time, including to the end of the time for nominations from the floor.

### **Voting**

The vote will be conducted by the filling in and collecting of ballots after the nominations have closed for each position.

### **Posting of Candidates' Information**

The Returning Officer will ensure all candidates' information is circulated to the Association membership, all in a similar format (whether electronic, print-based, or other media).

### **Candidates May Appoint a Scrutineer**

Each candidate may appoint and register a scrutineer with the Returning Officer to oversee the counting of the ballots.

### **Counting Procedures**

Immediately after the voting period ends, the Returning Officer, assisted by the poll clerks, will open the ballot container, examine the ballots, and reject all those which contain more votes than are candidates to be elected. The Returning Officer will count the confirmed ballots for each candidate. At the conclusion of the count, the Returning Officer will prepare a written statement of the number of confirmed ballots, the number of rejected ballots, the number of votes cast for each candidate, and sign the statement. The Returning Officer will also reconcile in writing the number of spoiled ballots, rejected ballots, and confirmed ballots with the number of electors that

voted, and sign the reconciliation statement.

The Returning Officer will publicly announce the name of the candidate with the highest number of votes as the elected person. The Returning Officer will deliver the signed statements of the counting procedures and the reconciliation of ballots to the President of the Association or his or her designate.

The Returning Officer will place all ballots (spoiled, rejected and confirmed ballots) in an envelope, seal it, and deliver the envelope to the President of the Association or his or her designate.

### **Equality of Votes**

In the event of an equal number of votes between any two or more candidates, the candidates with the equality of votes will make a second brief statement on their own behalf. A second vote by secret ballot will ensue.

### **Disposal of Ballots**

After the election results have been announced the President may call for a motion to destroy the ballots.

## **2.3 PROCEDURE FOR VOTING BY REFERENDUM: SPECIAL MEETING PROCEDURE**

### **Preparation of the Referendum**

When the Executive Committee is directed by the membership to hold a referendum, the Association Coordinator of Administrative Services, who will act as the Returning Officer, will access a list of all eligible Association members and prepare a voters list.

### **Preparation of Ballots**

The Returning Officer will initiate the preparation of a ballot for each item to be voted on. The ballot will show that the elector is to signify his or her choice by marking an "X" or other mark clearly indicating his or her choice in the appropriate space next to his or her choice.

The Returning Officer will ensure that each ballot is consecutively numbered in such a way that the number can be removed before the ballot is deposited in the ballot box.

### **Voting Procedures**

Voting will be by ballot and an eligible elector may only cast one vote.

Voting by proxy is not permitted.

Any elector who requires assistance may request that the Poll Clerk vote on his or her behalf for the elector's choice in his or her presence and in the presence of any other person chosen by the elector.

Voting may take place during a Special Meeting.

An elector forfeits his or her right to vote at the election after being given a ballot by the Poll Clerk, if that elector does not deliver the ballot to the ballot box within the time period set for the voting process.

The Returning Officer will provide more than one ballot container in the Polling location for the collection of each ballot.

Upon receiving the ballot, each elector will clearly mark the ballot for his or her choice and place the ballot in the ballot container provided after ensuring that the ballot number is removed and returned to the Polling Clerk.

In the event an elector spoils his or her ballot, the elector may present his or her spoiled ballot to the Poll Clerk and request another ballot. The Poll Clerk will ensure that all spoiled ballots are recorded, placed in a separate envelope, and subsequently returned to the Returning Officer.

#### Equipment List

- Register of Members (1)
- Poll Booklet (1)
- Ballots (consecutively numbered) (1100)
- Ballot boxes (4)
- Copy of the Collective Agreement to cover Ballot Box (4)
- Pencils (4)
- Pens (1)
- Rulers (1)
- Envelopes for materials (1)
- Envelopes for ballot numbers (4)
- Box with lid for election kit
- Table (4)
- Chairs (8)

#### **Polling Procedures**

The Returning Officer will count and record the number of blank ballots issued on **Return of Poll** then sign.

A Poll Clerk will be present at each ballot box at all times. Poll Clerks will sign the form attached when they arrive.

The Returning Officer with a Poll Clerk shall inspect the ballot box, certify that it is empty, and lock it. The ballot box key will be returned to the Returning Officer.

Before entering the Special Meeting, the elector will present **identification** to the Returning Officer or Poll Clerk, who will cross off a member's name in **red ink** on the membership list and have the member print his or her name in and sign the Poll booklet.

If a member's name is not on the list, the Poll Clerk will ask for identification and

have him or her to sign the list as well as print his or her name in and sign the Poll booklet.

The member will be given one ballot and directed to the polling booth to complete his or her ballot. The Poll Clerk will ensure that no person other than the voter is in the polling booth while the ballot is being completed.

The Polling Clerk will ensure that the voter marks the ballot in the polling booth, folds it, removes and returns the number to the Poll Clerk, and deposits the ballot in the ballot box.

### **Duties of Poll Clerks**

- Have the member mark his or her ballot in secret.
- Have the member remove the number and place the ballot in the locked ballot box. (Either the member or the Poll Clerk may do this)
- Place the number in the envelope provided.
- If persons are hanging about the voting area, ask them to move away so as to keep the area free.
- Any disputes of uncertainties should be referred to the Returning Officer.

### **Counting Procedures**

Immediately after the voting period ends, the Returning Officer, assisted by the poll clerks, will open the ballot container, examine the ballots, and reject all those which contain more votes than are items to be voted on. The Returning Officer will count the confirmed ballots. At the conclusion of the count, the Returning Officer will prepare a written statement of the number of confirmed ballots, the number of rejected ballots, the number of votes cast for each option, and sign the statement. The Returning Officer will also reconcile in writing the number of spoiled ballots, rejected ballots, and confirmed ballots with the number of electors that voted, and sign the reconciliation statement.

The Returning Officer will publicly announce the result of the referendum. The Returning Officer will deliver the signed statements of the counting procedures and the reconciliation of ballots to the President of the Association or his or her designate.

The Returning Officer will place all ballots (spoiled, rejected and confirmed ballots) in an envelope, seal it, and deliver the envelope to the President of the Association or his or her designate.

The Returning Officer will place all ballots (spoiled, unused and confirmed ballots) in an envelope, seal it, and indicate on the outside the location and date of the vote, and deliver the envelope to the President of the Association. The ballots will be destroyed the day after the time for appeals has passed (two weeks).

### **Equality of Votes**

In the event of an equal number of votes, a second vote by secret ballot will ensue.

## **2.4 PROCEDURE FOR VOTING BY REFERENDUM: OPTIONAL MULTI-CAMPUS VOTING METHOD FOR RATIFICATION OR STRIKE VOTES**

### **Preparation of the Referendum**

When the Executive Committee is directed by the membership to hold a referendum, the Association Coordinator of Administrative Services, who will act as the Returning Officer, will access a list of all eligible Association members and prepare a voters list.

### **Preparation of Ballots**

The Returning Officer will initiate the preparation of a ballot for each item to be voted on. The ballot will show that the elector is to signify his or her choice by marking an “X” or other mark clearly indicating his or her choice in the appropriate space next to his or her choice.

The Returning Officer will ensure that each ballot is consecutively numbered in such a way that the number can be removed before the ballot is deposited in the ballot box.

### **Voting Procedures**

Voting will be by ballot and an eligible elector may only cast one vote.

Voting by proxy is not permitted.

Any elector who requires assistance may request that the Poll Clerk vote on his or her behalf for the elector’s choice in his or her presence and in the presence of any other person chosen by the elector.

Voting may take place at all four (4) campuses of Kwantlen Polytechnic University from 9:00 am and until 7:00 pm on the elections date.

An elector forfeits his or her right to vote at the election after being given a ballot by the Poll Clerk, if that elector does not deliver the ballot to the ballot box within the time period set for the voting process.

The Returning Officer will provide a ballot container in each Polling location for the collection of each ballot.

Upon receiving the ballot, each elector will clearly mark the ballot for his or her choice and place the ballot in the ballot container provided after ensuring that the ballot number is removed and returned to the Polling Clerk.

In the event an elector spoils his or her ballot, the elector may present his or her spoiled ballot to the Poll Clerk and request another ballot. The Poll Clerk will

ensure that all spoiled ballots are recorded, placed in a separate envelope, and subsequently returned to the Returning Officer.

### **3. SELECTION PROCEDURES**

#### **3.1 SELECTION PROCEDURE AND INFORMATION FOR THE Association/KPU UNITED WAY CAMPAIGN LABOUR ASSOCIATE**

##### **Selection Process**

The selection process for the Association/KPU United Way Campaign Labour Associate (CLA) will take place annually starting in the first week of May.

The Association President will make the first call for interested applicants during the first week of May.

The Association President will make a second call for interested applicants the second week of May.

Once a list of candidates has been established, the President will review them and bring recommendations to the Association Table Officers no later than the last week of May for consultation and endorsement.

Once a candidate has been endorsed by the Table Officers, the Association President will consult the KPU President.

Following consultation with the KPU President, the Association President will inform the successful candidate.

The Association President will inform the United Way of the Lower Mainland Labour Department who the KPU/Association CLA will be.

The CLA will be released from teaching duties in the Fall semester from the third week of August through December. Wages and benefits will continue to be paid by KPU. Expenses incurred while on release for the CLA position will be paid by KPU.

##### **About The United Way of the Lower Mainland**

The United Way of the Lower Mainland (UWLM) is a community impact organization that has been helping people in the Lower Mainland for 80 years. The UWLM identifies critical social issues through research and community input. With their partners, they act to prevent problems and create measurably better communities.

##### **The Labour and United Way Partnership**

United Way and Labour have shared a valuable partnership for more than 30 years. The Canadian Labour Congress (CLC) and United Way developed a relationship in communities across Canada as one way of ensuring that workers and their families have access to important social services in their community. Labour and United Way are partners in social change. Together, United Way and Labour are improving lives and strengthening communities.

## **The Campaign Labour Associate Program**

The Campaign Labour Associate Program gives employees and union members a chance to make a difference in their community, try something new, build their networks, strengthen skills and raise resources for the betterment of the Lower Mainland while still getting paid by the employer.

This program allows the United Way to triple their fundraising staff during the campaign at no extra cost. This investment leverages donor dollars to ensure they are getting to the people who are most in need.

### **Sample call for interested applicants (including job description):**

Are you interested in spending a rewarding and inspiring Fall semester helping people in our community? If so, you might consider applying for the position of KPU/Association Labour Campaign Associate to United Way of the Lower Mainland this year.

You will be fully released from your teaching duties for the Fall semester.

What is the Labour Campaign Associate program?

Every year, United Way recruits people to help support their fundraising campaigns at workplaces across the Lower Mainland. Labour Campaign

Associates are an extension of their fundraising team. It triples the

fundraising staff at no extra cost to United Way and allows them to provide outstanding service to our donors.

If you are interested in this opportunity, please contact \_\_\_\_\_  
\_\_\_\_\_@kpu.ca before \_\_\_\_\_ at

This is a great opportunity to contribute to the community and receive extensive training in many areas, including giving presentations and organizing events. You also learn about the great need that is in our community and, best of all, play an active part in addressing this need.

Profile of a Labour Campaign Associate:

- Enthusiastic and energetic
- Interested in bettering our community and helping others
- Flexible
- Hard working

Your responsibilities will include:

### **Role Responsibilities**

- Manage several accounts ranging in company size and dollar value, in partnership with Resource Development staff
- Lead, motivate, educate and inspire workplace volunteers to run successful workplace fundraising campaigns
- Lead presentations at kick-offs and events to various group sizes and in diverse settings about United Way's impact
- Work under pressure; meet deadlines and exercise tact and discretion
- Build strong relationships effectively
- Support team members, problem-solve and share information

No fundraising or account management experience is required. United Way provides all necessary training and coaching to help Campaign Labour Advisors run an effective fundraising campaign, including a one-week orientation program. Valid driver's license and access to a vehicle full time during the 16 weeks is mandatory. A cell phone is required and will be provided by KPU.

Check out the United Way website for more information,  
<http://www.uwlm.ca/campaign-associate-program>.

### **3.2 PROCEDURE AND INFORMATION FOR COMMITTEES REQUESTING FUNDS**

Committees requesting funds to cover events and/or printing of promotional materials need to complete the Committee Request Form. The form should be submitted to the Association office no later than four (4) weeks before the event deadline.

Please note all promotional material will need to be vetted by the Association Table Officers before approval of funds.

The form can be found in the Association office or by contacting the Association office staff. Please see Appendix A.

# **KWANTLEN FACULTY ASSOCIATION**

## **III.I. APPENDIX A**

### **BUDGET REQUEST FORM FOR ASSOCIATION COMMITTEES**



# Budget Request Form for Kwantlen Faculty Association Committees

(For KFA internal use only)

Please complete and submit your request to the KFA office D226 Surrey Campus, no later than four weeks before the event date/deadline.

Email: [Kyla.Rand@kpu.ca](mailto:Kyla.Rand@kpu.ca)  
Fax: 604-599-0797

Requested by (please include name of committee/group):  
\_\_\_\_\_

Event: \_\_\_\_\_ Date: \_\_\_\_\_

What is the purpose of the event?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide request details (what is the money for?):

_____	Total Cost: \$ _____
_____	Total Cost: \$ _____
_____	Total Cost: \$ _____
_____	Total Cost: \$ _____

**If requesting printed advertising materials:**

Proof of poster/flyer attached: Yes No

Double sided: Yes No

Printed in color? Yes No

Number of copies: \_\_\_\_\_

Deadline for materials: \_\_\_\_\_

Total cost for printing: \_\_\_\_\_

8.5x11 poster in color - \$0.25 each
8.5x11 poster in b/w - \$0.05each
11x17 poster in color - \$0.35 each
11x17 poster in b/w - \$0.12 each
(for double sided posters, double the price above)

**TOTAL AMOUNT REQUESTED (including printing):\$ \_\_\_\_\_**

*For KFA Office Use Only*

Vetted by: \_\_\_\_\_

Approved by: \_\_\_\_\_

CUPE 1004