

**The Bylaws of the  
Graduate Students' Association of  
Concordia University of Edmonton**

**June 2017**

# **The Bylaws of the Graduate Students' Association of Concordia University of Edmonton**

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## 1.0 Definitions

- 1.1 “Academic Terms” are periods defined in the CUE *Academic Calendar*, during which half-credit courses begin and end.
- 1.2 “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.
- 1.3 “Annual General Meeting” (AGM) of the Association is held in the Fall semester and no later than September 30 of each year; all Active Members may attend and vote at the AGM.
- 1.4 “Association” is the Graduate Students’ Association of Concordia University of Edmonton.
- 1.5 “Board” means the Board of Directors of the Association, which comprises the President, Vice President of Academic Affairs and External Relations, Vice-President of Student Affairs, Vice President Finance, and one (1) representative of each graduate program at CUE.
- 1.6 “Business Day” is a weekday on which the CUE *Academic Calendar* does not specify that the university is closed.
- 1.7 “Bylaws” means these bylaws of the Association, as amended from time to time.
- 1.8 “Capital Asset” refers to any property, plant, or equipment owned by the Association with a value of five hundred dollars (\$100.00) or more and has a usable life span of more than one (1) year. Like items from a single transaction which are less than \$100.00 separately, but exceed \$100.00 in aggregate are also considered a capital asset.
- 1.9 “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.
- 1.10 “CUE” means “Concordia University of Edmonton”;
- 1.11 “Director” means an Active Member elected to the Board of Directors.
- 1.12 “Electoral Returning Officer” (ERO) is an Active Member elected by the GRC to organize and oversee the annual election of the Board of Directors and any necessary by-elections.
- 1.13 “Fiscal Year” refers to the period over which annual financial statements are calculated; the Association’s fiscal year coincides with that of CUE.
- 1.14 “Graduate Representative Council” (GRC) is a group of Active Members from eligible graduate programs at CUE; GRC members deliberate on issues affecting the Association, offer advice to the Board of Directors, and disseminate information to other Active Members.
- 1.15 “Judicial Board” is a group of GRC members responsible for mediating disputes between

parties within the Association as they pertain to the Association's Objects, Bylaws Policies and Procedures.

- 1.16 "Member" means a member of the Association, and includes an Active Member, Associate Member or Honorary Member, each as defined in subparagraph 3 below.
- 1.17 "Members" means, collectively, Active Members, Associate Members and Honorary Members, each as defined in Bylaw 4 below.
- 1.18 "Objects" means the objects of the Association, as amended from time to time.
- 1.19 "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.
- 1.20 "Purposes" means the purposes of the Association, as amended from time to time.
- 1.21 "*Societies Act*" means the Alberta *Societies Act*, RSA 2000, c.S-14 and the regulations made thereunder, as amended from time to time.
- 1.22 "Special General Meeting" (SGM) is a full meeting of the Association other than the AGM; all Active Members may attend and vote.
- 1.23 "Special Resolution" has the meaning given to this term in the *Societies Act*.
- 1.24 "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.
- 1.25 "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.
- 1.26 "Two-Thirds Majority Vote" require twice as many eligible votes in favour than opposed to pass.
  
- 1.27 All terms used in these Bylaws that are defined in the *Societies Act* and are not otherwise defined in these Bylaws shall have the meanings given to such terms in the *Societies Act*.

## **2.0 Corporation Name**

- 2.1 The organization shall be known as "The Graduate Students' Association of Concordia University of Edmonton" (hereafter "the Association").

## **3.0 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 of Directors, the Graduate Representative Council, and the Judicial Board.
- 3.3 The Association shall remain an autonomous body with the rights and privileges given to it under Alberta's *Societies Act*.
- 3.4 The Association's membership or association in any group or organization external to CUE 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, and may develop and implement additional governing Policies and Procedures, which shall be approved by a majority vote of the GRC.

#### **4.0 Membership**

4.1 Membership in the Association is non-transferable.

##### 4.2 *Active Members*

4.2.1 All persons registered as graduate students in the Faculty of Graduate Studies or as "Credit Certificate" and "Diploma Program" students at CUE who pay full- or part-time Association fees shall be Active Members of the Association ("Active Members").

##### 4.3 *Associate Members*

4.3.1 Visiting graduate students as defined in CUE policies and procedures shall be considered to be associate members of the Associate Members of the Association ("Associate Members").

##### 4.4. *Honorary Members*

4.4.1 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").

4.4.2 Nominations for membership as an Honorary Member may only be made by Active Members.

4.4.3 Honorary Members do not have:

- a) voting rights; nor

- b) any of the rights or privileges of Active Members as defined in Bylaw 5.1 below.

#### *4.5 Duration of Active Membership*

- 4.5.1 Membership as an Active Member in the Association shall cease at the end of the student's final registered year as a graduate student in the CUE Faculty of Graduate Studies or as a Credit Certificate and Diploma Program student at CUE.
- 4.5.2 Membership as an Active Member shall cease as a result of loss of CUE student status, including but not limited to expulsion or resignation, except those mentioned in Bylaw 4.5.1 above
- 4.5.3 Active Members who have lost their CUE student status will not be able to vote on any of the affairs related to the Association.

#### *4.6 Withdrawal of Membership*

- 4.6.1 Any Member may withdraw their membership from the Association at any time by informing the Association's Board of Directors in writing or by electronic means. If a Member withdraws, all current and future Association fees related to that Member will remain with the Association.
- 4.6.2 Any fees paid by the Member, if applicable, will not be reimbursed to the Member unless there is prior unanimous approval of the Association's Board of Directors.
- 4.6.3 Should a Member be expelled as outlined in Bylaw 9.1.2 below, any fees paid by the Member to the Association will not be reimbursed to the Member unless there is prior unanimous approval by the Board of Directors of the Association.

### **5.0 Privileges and Obligations of Members and Member Meetings**

#### *5.1 Privileges of Members*

- 5.1.1 Active Members shall have the following privileges, subject to Bylaw 9.1.2 below:
  - a) to be entitled to one vote on each question or motion arising at the AGM or a SGM;
  - b) to participate, but not vote, in open GRC meetings, subject to Bylaw 9;

- c) to participate in the Association through its structure and services, as governed by its Bylaws;
- d) to participate in any current or future Association Health and/or Dental Plan;
- e) to apply for Association specific awards and bursaries;
- f) to be represented by the Association in relation to any grievances and/or appeals associated with the Active Members relationship with CUE; and
- g) to participate in the Association's yearly election as outlined in the Association's Election Policy.

5.1.2 The membership privileges listed in this section are subject to the provisions of Bylaw 9.1.2 below.

## 5.2 *Obligations of Members*

5.2.1 Active Members shall have the following obligations:

- a) to observe the Objects, Bylaws, policies and procedures of the Association; and
- b) to pay fees levied by the Association in accordance with the Objects and Bylaws of the Association.

## 5.3 *Member Meeting Provisions*

5.3.1 Participation in Meetings by Electronic Means

- a) A Member or any other person entitled to attend a meeting of Members may participate in the meeting by electronic means, telephone or other communication facilities that permit all persons participating in the meeting to hear or otherwise communicate with each other, and a person participating in such a meeting by any such means is deemed for the purposes of the *Societies Act* and these Bylaws to be present at the meeting.

5.3.2 Meeting Held by Electronic Means

- a) If the Board of Directors or Members call a meeting of Members, the Directors or the Members that called the meeting may

determine that the meeting shall be held entirely by electronic means, telephone or other communication facility that permits all participants to communicate adequately with each other during the meeting.

#### 5.3.3 Record Dates

- a) The Board of 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.
- b) 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:
  - i) the last business day preceding the day on which the notice is sent; or
  - ii) if no notice is sent, the day on which the meeting is held.
- c) 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.

#### 5.3.4 Electronic Voting

- a) Any person participating in a meeting of Members by electronic means, telephone or communication facility and entitled to vote at the meeting may vote by electronic means, telephone or other communication facility that the Association has made available for that purpose and pursuant to the Association's Policy and Procedure on Electronic Voting.

#### 5.3.5 Adjournment

- a) The chair of the meeting may, with the consent of the meeting, 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.



### 5.3.6 Persons Entitled to be Present

- a) The only persons entitled to be present at a meeting of Members shall be those entitled to vote thereat, the Directors and auditor of the Association and others who, although not entitled to vote, are entitled or required under any provision of the *Societies Act* or 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.

## 6.0 The Board of Directors

### 6.1 *Composition*

- 6.1.1 The Board of Directors of the Association shall consist of the following Directors: President, VP Academic Affairs and External Relations, VP Student Affairs, VP Finance & Services, and one (1) representative from every graduate program at CUE. The said representative must be an Active Member who has been elected or selected by the students of program. The President, VP Academic Affairs and External Relations, VP Student Affairs, and VP Finance & Services shall serve as the representative of the respective programs in which they are enrolled at CUE as graduate students, and therefore a program will not elect or select a representative to the Board of Directors if it is represented on the Board of Directors by the President, VP Academic Affairs and External Relations, VP Student Affairs, or VP Finance & Services.
- 6.1.2 Each Director of the Board of Directors and/or each individual serving on an Association committee or council or filling an Association position may receive a monthly honoraria for his/her volunteer service to the Association pursuant to the following guidelines:
  - a) The GRC will determine, from time to time, the appropriate amount of the honoraria to be given to each member of the Board of Directors, each member of an Association committee or council, and every individual filling an Association position based on a recommendation of the Board of Directors. At a minimum, each member of the Board of Directors, and every member of an Association committee or council, and every individual filling an Association position will present to the VP Finance & Services with a written description of how many hours each month each individual is spending on Association matters, position descriptions including committee

representation requirements at CUE, and any other information deemed pertinent by the Association's Board of Directors.

- 6.1.3 No Active Member shall hold more than one elected, acclaimed, or appointed Directorship concurrently at any time, subject to the provisions of Bylaw 6.9.
- 6.1.4 Only Active Members may serve as Directors.
- 6.1.5 The election of Directors is determined according to Bylaw 14 and according to procedures in the Electoral Policy.
- 6.1.6 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. The Board of Directors, in their sole discretion, may extend the termination by up to two (2) weeks depending on the transition requirements of the incoming Board of Directors.

## 6.2 *Powers and Obligations of the Board of Directors*

- 6.2.1 The Board of Directors 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 *Societies Act*, these Bylaws, any Special Resolution of the Members or by statute.
  - 6.2.1.1 Every Director, in exercising his/her powers and discharging his/her duties, shall:
    - a) act honestly and in good faith with a view to the best interests of the Association;
    - b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances
  - 6.2.1.2 Directors are responsible for disclosing any Conflicts of Interest as per Bylaw 7, and the Board of Directors is subsequently required to establish how to proceed. Failure to disclose conflicts is considered grounds for dismissal as per Bylaw 6.9.
  - 6.2.1.3 The Board of Directors shall be accountable to all Active Members, including the GRC.
  - 6.2.1.4 The GRC Chair shall act as a liaison between the GRC and the Board of Directors.

6.2.2 The President, VP Academic Affairs and External Relations, VP Student Affairs, and VP Finance & Services may each appoint one (1) Active Member to serve as his or her Assistant to assist with his/her portfolio, subject to the approval of the GRC.

6.2.2.1 Any Assistant may resign at any time by submitting a letter of resignation either in-person or by electronic means to the President. This resignation takes place effective the date specified in this letter.

### 6.3 *Responsibilities and Mechanisms of the Board of Directors*

6.3.1 The Board of Directors shall strive towards consensus on all issues. If the Board of Directors cannot achieve consensus on a particular issue, the matter shall be resolved by Majority Vote as long as quorum as outlined in Bylaw 6.4.1.8 has been established.

6.3.2 The Board of Directors may strike *Ad hoc* Committees or Standing Committees as needed or required as long as Terms of Reference have been approved in advance by the Board of Directors.

6.3.3 Approve the annual operations budget of the Association.

### 6.4 *Meetings of the Board of Directors*

6.4.1 Provisions regarding Meetings of the Board of Directors or Meetings of Committee of Directors.

6.4.1.1 Frequency of Meetings:

a) The Board of Directors shall meet not less than 3 times during the Fall term, not less than 3 times during the Winter term, and not less than one time during the Spring and Summer terms of every academic year of CUE.

6.4.1.2 Place of Meetings

a) Meetings of the Board of Directors and meetings of any committee of Directors may be held at any place. A meeting of the Board 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.

#### 6.4.1.3 Notice of Meeting

- a) Notice of the time and place for the holding of any meeting of the Board 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 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 the Board 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
- b) For the first meeting of the Board 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 on the Board of Directors, a minimum of seven (7) days' notice of such meeting must 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.

#### 6.4.1.4 Waiver of Notice

- a) Notice of any Board of Directors' meeting 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 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 the Board 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.

#### 6.4.1.5 Omission of Notice

- a) The accidental omission to give notice of any meeting of the Board of Directors or of any meeting of the 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.

#### 6.4.1.6 Participation in Meetings by Electronic Means

- a) A Director may participate in a Board of Directors' meeting or of any meeting of the 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.

#### 6.4.1.7 Adjournment

- a) Any meeting of the Board of Directors' or any meeting of a committee of Directors may be adjourned from time to time by the chair of the meeting, with the consent of the meeting, to a fixed time and place. Notice of an adjourned meeting of the Board 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 the Board of Directors or of any meeting of 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 the Board 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.

#### 6.4.1.8 Quorum and Voting

- a) A majority of the number of Directors constitutes a quorum at any Board of Directors' meeting. 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 the Board of Directors or at any meeting of a committee of Directors unless a quorum is present at the beginning of the meeting. Unless otherwise stated in these Bylaws, questions arising at any meeting of the Board of Directors or of any meeting of a committee of Directors must be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting, in addition to their original vote, has a second vote.

#### 6.4.1.9 Resolution in Lieu of Meeting

- a) A resolution in writing, signed by all of the Directors entitled to vote on that resolution at a Board of Directors' meeting or of a meeting of a committee of Directors, is valid as if it had been passed at a meeting of the Board of Directors or at a meeting of a committee of Directors. A resolution in writing dealing with all matters required by the *Societies Act* or these Bylaws to be dealt with at a meeting of the Board of Directors or at a meeting of a committee of Directors, and signed by all of the Directors entitled to vote at that meeting, satisfies all of the requirements of the *Societies Act* or these Bylaws relating to meetings of the Board of Directors or of a committee of Directors.

### 6.5 *Duties of the President*

#### 6.5.1 The President of the Association shall:

- a) chair all meetings of the Board of Directors. The President may appoint a replacement Chair in the case of his/her absence or with the consent of the Board of Directors;
- b) enforce due observation of the Objects, Bylaws, policies and procedures of the Association, and undertake all presidential duties described therein;
- c) be charged with the general management and supervision of all of the affairs and operations of the Association;
- d) be an *ex-officio* member of all Board of Directors' and GRC committees;

- e) have custody and use of the official seal of the Association;
- f) be the Association's nominee to CUE's Board of Governors;
- g) sit as one of the Association's representatives on CUE's Faculty of Graduate Studies Council (FGSC) and the General Faculties Council (GFC);
  - The President has the authority to delegate the membership duties listed in subparagraph g) above to any eligible Active Member; however, the President remains responsible for oversight of said membership.
- h) report to the GRC at every GRC meeting;
- i) assume responsibility for the oversight of the Association's Governance Committee;
- j) act as the official spokesperson of the Association;
- k) assume responsibility of vacant directorships, subject to Bylaw 6.1.3 and Bylaw 6.9.2;
- l) be responsible for any other affairs of the Association that do not fall under the jurisdiction of other Directors.

6.5.2 The President of the Association shall not vote at Board of Directors' meetings, GRC meetings, or any other Association meeting, unless there is a tie vote on a particular motion in such a meeting, in which case the President shall cast the vote to break a tie.

## 6.6 *Duties of the VP Academic Affairs and External Relations*

- 6.6.1 The VP Academic Affairs and External Relations of the Association shall:
- a) act as an academic representative to ensure that the interests of graduate students are upheld in all academic and research-related matters and appeals;
  - b) report to the Board of Directors and GRC on developments external to the university that affect Members of the Association in relation to municipal, provincial, and federal advocacy issues;
  - c) sit as one of the Association's representatives on the GFC;

- d) sit as the Association's representative on CUE's Academic Standards Committee (ASC), and the Scholarship and Awards Committee.
  - The VP Academic Affairs and External Relations has the authority to delegate the membership duties listed in subparagraph d) above to any eligible Active Member; however, the VP Academic remains responsible for oversight of said membership;
- e) be responsible for the Association's relationship with CUE's VP of Student Life and Learning, and any related partners;
- f) report to the Board of Directors and GRC on developments external to the university that affect Members of the Association in relation to municipal, provincial, and federal advocacy issues;
- g) be responsible for developing and maintaining the Association's relationships with all levels of government;
- h) represent the Board of Directors in the Association's participation in student advocacy organizations;
- i) oversee the social media efforts of the Association;
- j) oversee the Association's memberships and relationships in external membership based organizations in which the Association are members;
- k) oversee the Association's representatives on CUE's Faculty of Graduate Studies' Council;
- l) report to the GRC at every GRC meeting;
- m) undertake other duties and committees as assigned by the President or the Board of Directors; and
- n) attend all meetings of the Board of Directors and record in writing the minutes of the meetings of the Board of Directors.

## *6.7 Duties of the VP Student Life*

### 6.7.1 The VP Student Life shall:

- a) be responsible for the oversight and the conduct of social events offered by the Association;
- b) coordinate the Association's efforts in relation to CUE's graduate student orientation initiatives;
- c) be responsible for drafting and amending, from time to time, a



MOU between the Association and CUE's Faculty of Graduate Studies outlining roles and responsibilities associated with orientation initiatives;

- d) be responsible for oversight of any committee responsible for graduate student affairs and its affiliated committees as determined by the Board of Directors and as outlined in specific committee's Terms of Reference and the Governance Policy;
- e) be responsible for developing and implementing services to meet the needs of international students in conjunction with CUE's office that is responsible for international students;
- f) be responsible for maintaining the Association's relationship with student services entities on campus;
- g) sit as one of the Association's representatives on the GFC;
- h) report to the GRC at every GRC meeting;
- i) undertake other duties and committees as assigned by the President or the Board of Directors.

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

### 6.8.1 The VP Finance & Services shall:

- a) oversee the financial dealings and transactions of the Association;
- b) oversee the Chair and act as Vice-Chair of the Finance Standing Committee, as per the provisions of Bylaw 8.5;
- c) oversee the development of the Association's annual budget and make recommendations to the Board of Directors, Finance Standing Committee, and the GRC on membership fees;
- d) present the Association's annual budget to the Members during the AGM for information;
- e) oversee the maintenance and development of all Association services, including the Association's Health and Dental Plan;
- f) be responsible for negotiating the terms and conditions of any current or future Association Health and/or Dental plan;
- g) sit as one of the Association's representatives on the GFC;
- h) report to the GRC at every GRC meeting;

- i) consult regularly with CUE's Accounting Services Office regarding the administration of Association bank and expense accounts; and
- j) undertake other duties and committees as assigned by the President or the Board of Directors.

## 6.9 *Removal and Resignation of Directors*

- 6.9.1 Any Director may resign at any time by submitting a letter of resignation either in-person or by electronic means to the President. This resignation takes place effective the date specified in this letter.
- 6.9.2 A Director must resign from office upon the termination of his/her registration at CUE.
- 6.9.3 If the President resigns, is removed by Judicial Review process under the Association Bylaws, dies, or is temporarily unable to fulfill his/her duties, the order of succession shall be as follows: VP Academic Affairs & External Relations, VP Student Life, then VP Finance & Services.
- 6.9.4 The Director thus designated will assume the position of 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 her/his duties.
- 6.9.5 The Acting President shall have all the privileges and responsibilities of the President, in addition to the privileges and responsibilities of her/his original Directorship; however, the Acting President shall only have one vote.
- 6.9.6 If all Directors are for some reason removed or incapacitated then the Judicial Board shall be responsible for appointing an Acting President and initiating by-elections. Decisions made by the acting President shall be ratified once the new Directors are elected.
- 6.9.7 A Director who behaves in a manner unbecoming of his/her position, including but not limited to missing two consecutive meetings or functions at which her/his attendance is required according to her/his position description, without communicating the intent to be or the reason for being absent, may be immediately removed from office by either:

- a) unanimous vote in favour of removal by all other Directors and ratification by two-thirds majority vote at the GRC; or
- b) two-thirds majority vote for removal by the GRC.

6.9.8 In the event that a directorship becomes vacant, the Board of Directors must:

- a) appoint an interim non-voting Director to the Board of Directors to fill that directorship, if possible, if the vacant position falls after February 1, subject to the provisions of Bylaw 14.3;

6.9.9 If the Board of Directors decides it is not possible to reassign the vacant Director's portfolio, the duties of that directorship may be shared by two 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 Board of Directors' Self Governance Policy.

6.9.10 If a Directorship becomes vacant prior to February 1<sup>st</sup> the duties of that Directorship may be shared by two or more Directors until such time as a by- election can be held. 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 Board of Directors' Self Governance Policy.

## **7.0 Conflict of Interest**

7.1 All immediate family relations, spousal, or otherwise interdependent relationships, as defined by Alberta law, between any Director, Director's Assistant and/or volunteer, except those described in Bylaws 7.2 and 7.3, shall be reported to the Board of Directors as outlined in the Association's Code of Conduct Policy.

7.2 If a Director's Assistant is immediately related to, in a spousal, or otherwise interdependent relationship, with the Director to whom he/she directly reports, or such a relationship arises during his/her term of office, that Director's Assistant shall report to the whole Board of Directors as outlined in the Association's Code of Conduct Policy.

7.3 If an adult interdependent relationship (i.e.: spousal, or otherwise 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 of Directors, as specified in Bylaw 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 his interest to the Board of Directors. 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:

- a) 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
- b) 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 the provisions of 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 Bylaw 7.4 above 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:

- a) the material contract or material transaction was approved or confirmed by special resolution at a meeting of Members;
- b) 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

- c) the material contract or material transaction was reasonable and fair to the Association when it was approved or confirmed.

## **8.0 Finances and Properties**

### **8.1 *Membership Fees***

8.1.1 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. In order to introduce a new fee or levy, the new fee and/or levy must be passed by a simple majority through a referendum. The amount and purpose must be clearly stated in the referendum question(s) subject to Bylaw 18 below.

- a) In each fiscal year, the Board of Directors shall ratify by simple majority 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.
- b) In each fiscal year, the GRC shall ratify by Majority Vote the amount of any current or future Association Health and/or Dental fee, provided that such an amount does not exceed the Association's Health and/or Dental fee of the previous fiscal year by more than twenty (20%) percent. The Health and/or Dental fee may only be increased by more than twenty (20%) percent from the previous year by referendum.
- c) All Association fees paid to CUE's Registrar's Office shall be credited to an Association account or accounts, administered by CUE Accounting Services Office, at a certified financial institution or institutions in Edmonton.

### **8.2 *Signing Authority***

8.2.1 The Association shall require a minimum of two (2) signatories, one of whom shall be a CUE administrator appointed by CUE's Vice President Academic, to sign any legal or financial documentation relating to the Association or to withdraw funds from an Association account as outlined in the Association's Finance Policy.

- 8.2.1.1. The only eligible signatories are: 1) the President, VP Academic Affairs and External Relations, VP Student

Affairs, or VP Finance & Services; and 2) the individual appointed by CUE's Vice President Academic.

### 8.3 *Examination of Finances*

8.3.1 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 CUE campus in the presence of a Director.

### 8.4 *Fellowships*

8.4.1 Directors shall not be remunerated for any services they perform as volunteers.

8.4.2 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.

8.4.3 The value of all Volunteer Fellowships shall be based on Association policy.

8.4.4 If any Active Member receiving a Volunteer Fellowship resigns, is removed from office, or is unable to fulfill his/her duties, the Board of Directors may reallocate her/his Volunteer Fellowship as outlined in the Association's Volunteer Policy.

8.4.5 No individual can receive more than one volunteer fellowship simultaneously.

8.4.6 If a Director resigns, is removed, or is otherwise permanently unable to fulfill his/her duties, the fellowship of that Directorship may be shared by two or more Directors until such time as an election can be held in accordance with bylaw 6.1.5.

### 8.5 *Finance Standing Committee*

- a) The Finance Standing Committee (FSC) shall consist of:
  - a) the President ex officio;
  - b) the VP Finance & Services, who is Vice-Chair of the FSC. In the absence of the VP Finance and Services, his/her voting rights shall pass to the President. The President may only vote in the absence of the VP Finance and Services;
  - c) the FSC Chair, an Active Member elected by the GRC at its April

Meeting; and

- d) at least one and no more than three other Active Members, one of which must be a GRC Representative, and granted membership by FSC consensus.
- 
- b) Quorum of the committee shall consist of at least three (3) voting members:
    - a) one of whom must be President or VP Finance & Services;
    - b) one of whom must be Chair or Vice-Chair of the FSC, and
    - c) one of whom must be a non-Director.
- 
- c) The FSC shall:
    - a) review the financial records and investments of the Association on a regular basis;
    - b) make recommendations to the Board of Directors regarding fee changes and the draft budget for the following financial year. Fees and the budget must be approved by the FSC prior to being presented to GRC for final approval;
    - c) ensure that an annual audit of the Association is performed;
    - d) be responsible for the selection and approval of an Auditor; and
    - e) elect its Chair through the GRC at its April Meeting as per Bylaw 15.
- 
- d) The FSC Chair shall:
    - a) maintain a record of current FSC membership;
    - b) schedule all FSC meetings;
    - c) record and file minutes for each FSC meeting;
    - d) prepare an agenda for each FSC meeting, including any submissions from GRC or interested Active Members;
    - e) provide an oral and written report on the finances of the

Association to the GRC and the Board of Directors in the Fall and Winter Academic terms. Normally these reports will occur at the September AGM and the April GRC meeting;

- f) be responsible for overseeing the budgeting process with Association Staff and in consultation with FSC;
- g) serve as a the liaison between the Board of Directors and FSC, specifically regarding financial matters of the Association;
- h) consult regularly with CUE's Accounting Services office regarding the administration of the Association's bank and expense accounts.

8.5.5. The FSC Chair may resign at any time by submitting a letter of resignation either in-person or by electronic means to the President or the VP Academic Affairs and External Relations. This resignation takes place effective the date specified in this letter.

8.5.6. The FSC Chair may be removed from his/her position by a Majority Vote of the FSC.

8.5.7. Should the position of the FSC Chair become vacant,

- a) The President and VP Finance & Services may appoint an interim chair until a new chair who must be a member of the FSC and GRC can be elected at the next possible GRC meeting; and
- b) The interim chair shall have the same duties and responsibilities as the FSC Chair

8.5.8 Deliberations and decisions of the FSC shall be considered advisory to the Board of Directors, except in the cases of budget, fees, and auditors, in which case the FSC deliberations and decisions shall be considered recommendations to GRC.

8.5.9 FSC shall have oversight over the following financial activities of the Association:

- a) Contingency Fund: The FSC will oversee the use of the Contingency Fund such that requests to utilize Contingency Fund pursuant to the following restrictions:
  - i) Less than \$100.00 shall be reviewed by the FSC; and
  - ii) In excess of \$100.00 must be approved by the FSC in advance



- b) Capital Replacement Fund: The FSC will oversee the use of the Capital Replacement Fund such that requests to utilize funds from the Capital Replacement Fund:
  - i) Less than \$100.00 shall be reviewed by the FSC; and
  - ii) In excess of \$100.00 must be approved by the FSC in advance.

## 8.6 *Borrowing of Funds*

- 8.6.1 For the purpose of carrying out its Objects, the Association may borrow or raise or secure the payment of money, subject to the approval of the CUE Vice President Academic, and, in particular, by the issue of debentures, but this power shall only be exercised with the approval of the Board of Directors, and in no case shall debentures be issued without the sanction of a Special Resolution of the Members in accordance with the *Societies Act*. Furthermore, all new and outstanding loans, borrowings or indebtedness are subject to the following conditions:
  - a) The FSC shall be notified of any new loan, borrowing or indebtedness less than \$100.00 at its next meeting.
  - b) Any new loan, borrowing or indebtedness in excess of \$100.00:
    - i) shall be approved by the FSC; and
    - ii) the GRC shall be notified of at its next meeting.
- 8.6.2 If the total amount of outstanding loans, borrowings and indebtedness:
  - a) exceeds \$1,000.00 but not \$2,500.00, all new loans, borrowings or indebtedness shall be approved by Majority Vote of the GRC;
  - b) exceeds \$2,500.00 but not \$5,000.00, all new loans, borrowings or indebtedness shall be approved by Two-Thirds Majority Vote at an AGM or SGM;
  - c) exceeds \$5,000.00, all new loans, borrowings or indebtedness shall be approved by referendum.
- 8.6.3 No Member shall be, in the Member's individual capacity, liable for any debt, obligation or liability of the Association.

## 8.7 *Financial Year*

8.7.1 Unless otherwise recommended by the GRC, or pursuant to a change to the CUE fiscal year, the fiscal year of the Association shall terminate on the 31st day of March in each year.

## 8.8 *Properties of the Association*

8.8.1 Any and all Association property (whether tangible or intangible), including but not limited to 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.

8.8.2 Associate Members, Honorary Members and guests of Active Members shall have use of and access to said property only by explicit permission of the Board of Directors.

8.8.3 A capital asset inventory will be completed on a yearly basis as outlined in the Association's Finance Policy.

## 9.0 **Graduate Representative Council**

### 9.1 *Authority*

9.1.1 Except where the Objects, Bylaws, policies or procedures of the Association specify otherwise, the GRC shall have the authority to:

- a) review Association policies and procedures passed by the Board of Directors;
- b) approve the Association's annual budget and fees; and
- c) monitor the Board of Directors through the GRC reporting practice;

9.1.2 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,

- a) Any representative of the Association, including a member of the Board of Directors, as well as GRC Representatives, may be removed from her/his position by a Two-Thirds Majority Vote of the GRC. Any representative removed by this process cannot hold a representative role of the Association for a period of two (2) years from the date of removal; and
- b) Any Member may be reprimanded by removal of his/her membership privileges, either in whole or in part, temporarily or

permanently, by a unanimous vote by the Board of Directors. If the Board of Directors 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 decision of the Board of Directors, the Judicial Board must also vote unanimously in favour of the decision of the Board of Directors. The ruling of the Judicial Board is final.

## 9.2 *Composition*

### 9.2.1 The GRC shall consist of

- a) voting members which shall include Graduate Representatives and the Board of Directors; and
- b) non-voting members which shall include the GRC Chair and GRC Secretary.

## 9.3 *Chair of the GRC*

### 9.3.1 The Chair of the GRC (“the GRC Chair”) shall:

- a) be an Active Member;
- b) be elected by the GRC at its April Meeting as per Bylaw 15;
- c) be the liaison between the GRC and the Board of Directors;
- d) chair all meetings of the GRC, the AGM and any SGMs;
- e) ensure the maintenance of the official GRC membership list;
- f) ensure that minutes are taken for each meeting by the GRC secretary;
- g) accept resignations if necessary and communicate all resignation notices to the Board of Directors;
- h) be responsible for the interpretation of the Bylaws and meeting procedures for the purposes of GRC meetings, AGMs and SGMs. Any dispute with the interpretation of the Bylaws or meeting procedures by the GRC Chair shall be heard by the Judicial Board.
- i) serve as non-voting Chair of the Judicial Board as per Bylaw 17.

### 9.3.2 The term of office for the GRC Chair shall normally begin at 12:00 AM on May 1 and shall end at 11:59 PM on April 30 the

following year.

- 9.3.3 In the event of the absence of the GRC Chair, the GRC shall elect a Chair *pro tempore* by Majority Vote.
- 9.3.4 The GRC Chair shall have no vote in the GRC.
- 9.3.5 The GRC Chair may be removed from his/her position upon a unanimous recommendation by the Board of Directors to the GRC. In order for the GRC Chair to be removed a Two-Thirds Majority vote by the GRC is required. Should the GRC Chair be removed from their position, he/she will have the ability to vote at GRC meetings if he/she is a member of GRC as per Bylaw 9.2 and shall retain his/her ability to vote at an AGM so long as he/she is an Active Member of the Association.

#### 9.4 *Secretary of the GRC*

- 9.4.1 The Secretary of the GRC (“the GRC Secretary”) shall:
  - a) be an Active Member;
  - b) record all minutes of the GRC and of any AGM or SGM;
  - c) retain his/her voting privileges if a GRC Representative; and
  - d) be elected by the GRC at its April Meeting as per Bylaw 15.
- 9.4.2 The GRC Secretary may be removed from his/her position upon a unanimous recommendation by the Board of Directors to the GRC. In order for the GRC Secretary to be removed a Two-Thirds Majority Vote by the GRC is required.
- 9.4.3 Should the GRC Secretary be removed from their position, he/she will have the ability to vote at GRC meetings if he/she is a member of GRC as per Bylaw 9.2 and shall retain his/her ability to vote at an AGM so long as he/she is an Active Member of the Association.

#### 9.5 *Selection and Removal of Graduate Representatives*

- 9.5.1 Every CUE graduate program or department authorized by CUE to operate a graduate program shall be represented by one or more Graduate Representative(s) on the GRC.
- 9.5.2 CUE graduate programs or authorized departments with:
  - a) 1-14 Active Members shall be represented by one (1) Graduate Representative;

- b) 15-100 Active Members shall be represented by two (2) Graduate Representatives;
- c) 101 or more Active Members shall be represented by three (3) Graduate Representatives;

9.5.3 Active Members who have been removed as Graduate Representatives under Bylaw 9.1 or Bylaw 9.9.2 shall be ineligible to be a Graduate Representative or run for a Directorship for twelve (12) months.

9.5.4 Any Graduate Representative position that becomes vacant shall be filled by the appropriate CUE graduate program or department.

9.5.5 The new representative shall be official once the GRC Chair and the Association's office have been notified either in writing or by electronic means.

9.5.6 The term of office of each Graduate Representative shall be determined by his/her CUE graduate program or department.

9.5.7 A CUE graduate program or department may not select an Association Director as a Graduate Representative.

9.5.8 If a Graduate Representative is elected to the Board of Directors, her/his position as a Graduate Representative shall be considered vacant once he/she has assumed the Directorship.

## 9.6 *Voting Rights*

9.6.1 Each voting GRC member as defined in Bylaw 9.2, including the GRC Secretary (if also a Graduate Representative), shall have one (1) vote and shall be able to exercise this vote in all GRC meetings.

## 9.7 *Duties of the Graduate Representative*

9.7.1 The duties of a Graduate Representative are:

- a) to attend GRC meetings and represent the interests of Active Members in his/her department; and
- b) to disseminate information to Active Members in her/his department.

## 9.8 *Alternate Representatives*

9.8.2 A Graduate Representative shall have the power to appoint an official Alternate from her/his department or faculty to attend the GRC and exercise a proxy vote in his/her place.

- 9.8.1 An Alternate must be an Active Member.
- 9.8.2 The GRC Chair shall be informed, in writing, by the Graduate Representative as to the identity of the Alternate Representative at least two (2) business days prior to a GRC Meeting where the Alternate Representative will be present.

### 9.9 *Removal or Resignation of Graduate Representatives*

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

## **10.0 Graduate Representative Council Meetings (GRC)**

### 10.1 *GRC Meeting*

- 10.1.1 All meetings of the GRC shall be run in general accordance to Robert's Rules of Order as interpreted by the GRC Chair, unless overruled by the Association's Policies, Bylaws, policies or procedures or by resolution of the GRC.
- 10.1.2 A Two-Thirds Majority Vote by the GRC shall be required to modify the rules of order for the duration of that meeting.

### 10.2 *Participation in GRC Meetings*

- 10.2.1 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 *in camera* meeting

### 10.3 *Quorum*

- 10.3.1. Quorum for GRC meetings shall be satisfied by the attendance of at least one (1) representative or alternate from at least fifty (50) percent of all CUE Graduate Programs or departments having representatives.

- a) 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 10.3.1 b).
- b) If quorum is not achieved at a GRC meeting, then quorum for the next meeting shall be met by one (1) representative or alternate from at least twenty-five (25) percent of all CUE Graduate Programs or departments having representatives.

#### 10.4 *Notice of Meetings*

10.4.1 The GRC Chair, with oversight by the VP Student Life, shall ensure that notice of all GRC meetings is given to all Graduate Representatives no less than five (5) days prior to the scheduled meeting.

- a) Notice shall include the proposed meeting's agenda, necessary reports, and any proposed resolutions.

#### 10.5 *Errors of Omission in Notice*

10.5.1 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 his/her last email address recorded on the books of the Association.

#### 10.6 *Frequency and Duration of Meetings*

10.6.1 The GRC shall hold at least seven (7) regular meetings per year, subject to the following restrictions:

- a) only one (1) regular meeting may be held in each calendar month; and

- b) regular meetings must be scheduled in October, November, January, February, March, and April.

10.6.2 The GRC may call additional meetings of the GRC by a Majority Vote of GRC.

#### 10.7 *Rescinding Motions*

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

### **11.0 Annual General Meeting (AGM)**

#### 11.1 *Annual General Meetings*

11.1.1 The AGM shall be held each year during the Fall term, but no later than October 15.

#### 11.2 *Announcement of Annual General Meetings*

11.2.1 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:

- a) a proposed agenda;
- b) a summary of material changes to the Objects, and/or Bylaws;
- c) a description of where the complete text of such proposed amendments may be viewed by the membership; and/or
- d) a copy of audited financial statements and the Association's annual budget.

#### 11.3 *Errors of Omission in Notice*

11.3.1 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 his/her last email address recorded on the books of the Association.

#### 11.4 *Quorum*

- 11.4.1 The quorum for the AGM shall be 15 percent of the Active Members.
- 11.4.2 All Active Members present in person shall count towards the quorum and be eligible to vote.
- 11.4.3 Proxy votes are not permitted at an AGM.
- 11.4.4 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. 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.

#### 11.5 *Business of Annual General Meetings*

- 11.5.1 The business of each AGM shall include:
  - a) the reading, considering, and approval of the minutes of the previous AGM;
  - b) the consideration of proposed amendments, if any, to the Objects or Bylaws;
  - c) the review of the Association's audited financial statements;
  - d) review of the Association's budget; and/or
  - e) any business not requiring notice that the AGM wishes to consider.

#### 11.6 *GRC Chair*

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

## **12.0 Special General Meeting (SGM)**

- 12.1 SGMs may be called either by a decision of the Board of Directors, or upon receipt by the VP Student Life 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 of Directors 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 19 below, the Board of Directors 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:
- a) A proposed agenda;
  - b) A summary of any proposed amendments to the Objects and/or Bylaws;
  - c) A description of where the complete text of such proposed amendments may be viewed by the membership; and
  - d) A copy of audited financial statements;
- 12.3 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.
- 12.4 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 19.
- 12.5 The quorum for a SGM shall be fifty (50) Active Members.
- 12.6 All Active Members present in person shall count towards the quorum and be eligible to vote.
- 12.7 Proxy votes are not permitted at an SGM.
- 12.8 In the event that quorum is not achieved, discussion may continue, but all votes must take place at a SGM where quorum is met.
- 12.9 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.

### **13.0 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 do not take effect until registered by Alberta Corporate Registry. The President will submit the amended Objects or Bylaws to Corporate Registry for registration within fourteen (14) days of any amendment to the Objects or Bylaws.
- 13.4 Notice of amendments to the Objects or Bylaws must be made in accordance with the provisions the *Societies Act* and at the expense of the Association. Copies of all notice of amendments to the Objects or Bylaws must also be forwarded to CUE's Vice President Academic.
- 13.5 Amendments of the Objects and Bylaws must meet all requirements of the *Societies Act*.

### **14.0 Election of the Board of Directors**

#### *14.1 Dates of Elections*

- 14.1.1 A general election of the Board of Directors shall take place in the Winter semester of each year. The voting days for the General Election shall be the second Tuesday in March and the subsequent three days.
- 14.1.2 Only Active Members are allowed to vote in any election of the Association.
- 14.1.3 Each active Member shall have one (1) vote per elected position. Proxies are not allowed.
- 14.1.4 The ERO 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.
  - a) The announcement shall include the procedures as outlined in the Election Policy for nomination, and a list of available positions; and
  - b) A nominee shall be considered elected by default if no other nominations are made for that position.

- 14.1.5 The ERO shall organize and chair a public forum during the campaign period.
- 14.1.6 All candidates must attend the public forum or request accommodation with the ERO.
- 14.1.7 Candidates who fail to attend the public forum or request accommodation may be disqualified from the election by the ERO.
- 14.1.8 Should an issue arise in relation to the election, an appeal may be made within two (2) business days of the end of the voting period to the Board of Directors. Once received, the Board of Directors will convene the Judicial Board within two (2) business days. The Judicial Board will release its findings and recommended course(s) of action within two (2) business days after convening. The ruling of the Judicial Board shall be final.

#### *14.2 Nominations for the Board of Directors*

- 14.2.1 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 other Active Members, and shall bear the signature of the nominee to signify acceptance of the nomination.
- 14.2.2 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.
- 14.2.3 No Active Member may nominate more than one person for each Directorship.

#### *14.3 Eligibility*

- 14.3.1 An Active Member shall be ineligible as a candidate if he/she has served two (2) terms, as a voting member on the Board of Directors.
- 14.3.2 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.
- 14.3.3 The term of a Director that begins with a by-election and lasts no more than six months, defined here as no more than 183 days, shall not count towards the restriction imposed in Bylaw 14.3.
- 14.3.4 An Active Member shall be ineligible as a candidate if he/she is unable to commit to performing his/her Directorship duties on the

CUE 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.

- 14.3.5 If a Director resigns or is removed during her/his regular term of office, he/she 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 he/she may be exempt from this provision by unanimous vote of the Board of Directors.
- 14.3.6 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 ERO, and shall be elected individually as outlined in the Election Policy
- 14.3.7 A candidate shall be considered ineligible for a Directorship if the prospective candidate is immediately related to, in a spousal, or otherwise interdependent relationship with a candidate for the aforesaid positions during the same term of office as outlined in the Association's 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 of Directors.

#### *14.4 Vacant Directorships*

- 14.4.1 The election of a Director to fill a vacant Directorship shall proceed as indicated in the Association's Electoral Policy.

#### *14.5 Election Campaigning*

- 14.5.1 Only Active Members may campaign in or participate in activities related to an Association election.
- 14.5.2 The ERO 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.
- 14.5.3 Following the campaign period, the ERO shall allow at least two (2) uninterrupted business days for voting.
- 14.5.4 Voting shall take place via secure electronic process (such as D2L) or by use of a physical ballot system as outlined in the Election Policy.

## 14.6 *Election Results*

- 14.6.1 After the end of the voting period, the votes shall be counted by the ERO.
- 14.6.2 The counting of votes shall be witnessed by a neutral third party appointed by the ERO.
- 14.6.3 Each Candidate may appoint a scrutineer to witness the counting.
- 14.6.4 The ERO shall make public the results of the Election within twenty-four (24) hours and shall submit written reports within ten (10) business days, including the vote tallies, the number of spoiled ballots, and any irregularities that may have taken place, to the GRC Chair for disclosure at the next GRC meeting.

## 15.0 **Elections conducted by the GRC**

- 15.1 The GRC shall be responsible for electing the GRC Chair, the ERO, the GRC Secretary, 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 6.9.
- 15.3 *GRC Chair, ERO, GRC Secretary, and FSC Chair*
  - 15.3.1 The election of the GRC Chair, ERO, GRC Secretary, and FSC Chair shall proceed as follows:
    - a) The GRC Chair, ERO, GRC Secretary and FSC Chair shall be elected by the GRC at its April Meeting.
    - b) The GRC Chair shall call for nominations from the floor. No Graduate Representative may nominate more than one Active Member for each position.
    - c) A nominee shall be considered elected by default if no other nominations are made for that position.
    - d) Voting shall be conducted using separate preferential ballots for each contested position.
    - e) The counting process shall proceed as outlined in the Association's Electoral Policy.

#### 15.4 *Chief Returning Officer*

- 15.4.1 The GRC shall elect an ERO each year for a twelve (12)-month term, as described in Bylaw 15.3.
- 15.4.2 For the duration of his/her term, the ERO 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.
- 15.4.3 Appeals of ERO decisions shall be filed with the Judicial Board, in accordance with Bylaw 14.1.
- 15.4.4 In a written contract approved by the Board of Directors, the ERO shall agree to abide by the Bylaws and administer the General Election and any Referenda according to Election Policy.

#### 15.5 *Other Matters*

- 15.5.1 Should an issue arise in relation to the GRC election process, an appeal may be made within two (2) business days of the end of the GRC voting period to the Board of Directors. Once received, the Board of Directors 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 ruling of the Judicial Board shall be final.

#### 15.6 *Judicial Board*

- 15.6.1 The Judicial Board shall consist of three (3) Graduate Representatives, selected by ballot box containing the names of eligible GRC members by the GRC Chair at the October GRC Meeting each year.

### **16.0 Duties of the Association to CUE**

#### 16.1 *Duty to Inform CUE*

- 16.1.1 The Association acknowledges that it has a duty to inform CUE's Vice President Academic or her/his delegate, in writing with sufficient detail and with reasonable notice of not less than 14 days, of the following:
  - a) All Association events, including events occurring on and off CUE campus;

- b) Proposed changes to the Objects and/or Bylaws and/or Policies and Procedures of the Association;
- c) The dates of all GSA elections;
- d) The identities of elected candidates of all GSA elections;
- e) Any change in the office of the President, VP Academic Affairs and External Relations, VP Student Affairs, VP Finance & Services of the Association;
- f) Any change in the Board of Directors of the Association well as any change of any representative of any graduate program on the Board of Directors of the Association;
- g) The identities of and any changes to the GRC Chair, the ERO, the GRC Secretary, the Judicial Board, the FSC Chair as well as all representatives of the GRC.

## 16.2 *Duty to Consult with CUE*

16.2.1 The Association acknowledges that it has a duty to consult with CUE's Vice President Academic or her/his delegate, in writing with sufficient detail and with reasonable notice of not less than 14 days, of the following:

- a) All Association events, including events occurring on CUE campus or away from CUE campus, regardless if the events have liability implications for CUE or not;
- b) All security-related issues involving the Association, its Members, Directors, activities or events;
- c) Any Association activity where alcohol will be, is, or was present;
- d) All meetings of the Board of Directors, the FSC, and the GRC;
- e) All AGMs and SGMs of the Association;
- f) All elections, including general elections and bi-elections;
- g) Any Association decision that involves a financial commitment



that exceeds \$2,000.00;

- h) All insurance related matters related to the Association as well as its activities or events.

### 16.3 *Duty to Provide CUE*

16.3.1 The Association acknowledges that it has a duty to provide CUE's Vice President Academic or her/his delegate with the following:

- a) Copies of the annual budget, financial records, loans, banking records, debentures and property lists (tangible and intangible) of the Association on or before 1 December of each year;
- b) Copies of all Association insurance policies upon request by CUE;
- c) Copies of all security protocols of the Association;
- d) Copies of all liquor licenses of the Association;
- e) All current objects, bylaws, policies and procedures of the Association, as well as all proposed amendments to the objects, bylaws, policies and procedures of the Association.

### 16.4 *Duty to Abide by the Decisions of CUE*

16.4.1 The Association acknowledges that it has a duty to abide by the decisions of CUE's Vice President Academic or her/his delegate on the following issues:

- a) Association events and activities on CUE campus;
- b) Association events and activities away from CUE campus;
- c) CUE's administration of Association bank and expense accounts;
- d) The individual appointed by CUE to attend any meetings of the Association.

## 17.0 Judicial Board

### 17.1 *Authority*

17.1.1 The Judicial Board is granted authority by the GRC.

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

### 17.2 *Obligations*

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

### 17.3 *Composition*

17.3.1 The Judicial Board shall consist of:

- a) three (3) voting Graduate Representatives. These representatives are selected by ballot box containing the names of eligible GRC Members as outlined in Bylaw 9.3 by the GRC Chair at the October GRC Meeting each year; and
- b) the GRC Chair as a non-voting chair. If the GRC Chair is unavailable or subject to a Conflict of Interest, then the chair shall be the Chair of the FSC.

17.3.2 Graduate Representatives have the right to refuse a position on the Judicial Board.

17.3.3 If a member of the Judicial Board ceases to be a Graduate Representative, or is unable to execute the duties of a Judicial Board member, her/his position on the Judicial Board shall be deemed vacant.

17.3.4 The GRC Chair shall fill any Judicial Board vacancies selected by ballot box containing the names of eligible GRC Members by the GRC Chair at the next GRC meeting.

17.3.5 If a vacancy arises during a month without a GRC meeting, then the GRC Chair shall fill any Judicial Board vacancies by ballot box containing the names of eligible GRC Members and notify him/her via electronic communication. The selected representative shall become a member of the Judicial Board upon acknowledgement of appointment.

#### 17.4 *Initiating a Dispute resolution process*

- 17.4.1 Any Active Member may raise a dispute regarding the failure to adhere to the Objects or Bylaws of the Association, or to Association policies and procedures by communicating to the Board of Directors, 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 of Directors 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.
- 17.4.2 Should the dispute involve the Board of Directors, or a member of the Board of Directors, the person raising the dispute may submit their dispute to the GRC Chair.

#### 17.5 *Initial Dispute Mediation*

- 17.5.1 The Board of Directors shall attempt to mediate and resolve any dispute raised under Bylaw 17.4.
- 17.5.2 The Board of Directors may seek the assistance of an experienced third party neutral mediator, within fourteen (14) days of the initial dispute.
- 17.5.3 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 of Directors refer any unresolved matters to the Judicial Board. Such requests must be made in writing.
- 17.5.4 The Board of Directors shall act on any valid requests received under Bylaw 17.5 by forwarding all written communications sent or received regarding the dispute, and any other relevant documentation and records, to the Judicial Board for review.
- 17.5.5 The Board of Directors may refer a dispute to the Judicial Board before the fourteen (14) day limit specified in Bylaw 17.5.1 if they deem such an action to be in the best interests of the Association.

#### 17.6 *Roles of the Judicial Board*

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

- 17.6.2 Quorum for a meeting of the Judicial Board shall be three (3) Graduate Representative members, and the Chair of Judicial Board.
- 17.6.3 The Judicial Board may meet more than once to consider a case before making its ruling and recommendation(s).
- 17.6.4 All Judicial Board members present at any meeting must have been present at all previous meetings of the case under consideration.
- 17.6.5 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 practices has been violated.
- 17.6.6 All voting members of the Judicial Board in attendance must vote on each ruling.
- 17.6.7 The Judicial Board may also make recommendations on potential consequences, up to and including impeachment, if a violation is determined to have occurred.
- 17.6.8 All meetings of the Judicial Board shall be held in camera.

#### 17.7 *Judicial Board Rulings and Recommendations*

- 17.7.1 Rulings and recommendations of the Judicial Board shall be communicated to the Board of Directors and the GRC within five (5) days of being made unless otherwise stated herein. All Judicial Board rulings will be final.
- 17.7.2 The GRC has the authority to act on such ruling and recommendations in accordance with the Objects, Bylaws, and Association policies and procedures.
- 17.7.3 The GRC has the authority and responsibility to enforce the rulings of the Judicial Board and act upon their recommendations.

### **18.0 Referendums**

#### 18.1 *Referendum Initiation*

- 18.1.1 A Referendum must be initiated by the ERO upon:
- a) resolution by the GRC, a SGM or an AGM; or

- b) submission by an Active Member to the GRC Chair of a petition bearing the signatures of at least fifteen (15) percent of all Active Members.

18.1.2 The ERO shall have all privileges, responsibilities and liabilities in the Referendum as described in the Association's Election Policy and under the Association Bylaws for the General Election.

## 18.2 *Referendum Announcement*

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

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

18.2.3 If the referendum falls in the summer, then it shall be deferred until the Fall term.

18.2.4 Within the academic year, the Referendum Date must be within the start and end dates of either the Fall or Winter terms, as specified by the CUE Calendar.

18.2.5 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.

18.2.6 The ERO shall announce the holding of a Referendum at least twenty-one (21) days prior to the Referendum Date.

## 18.3 *Referendum Campaigning*

18.3.1 Only Active Members may campaign in or participate in activities related to an Association referendum.

18.3.2 Individuals representing each side of each Referendum Question ("Yes" and "No") shall be encouraged to organize a Supporting Committee. The functioning of these committees shall follow the Association's Referendum Policies and Procedure document.

18.3.3 The ERO 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.

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

18.3.5 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.

#### 18.4 *Referendum Results*

18.4.1 After the end of the voting period, the votes shall be counted by the ERO.

18.4.2 The counting of votes shall be witnessed by a neutral third party appointed by the ERO.

18.4.3 Each Supporting Committee may appoint a scrutineer to witness the counting.

18.4.4 At least ten (10) percent of all Active Members must have voted for the Referendum to be considered valid.

18.4.5 A simple majority of “Yes” votes is required for a change in the status quo.

18.4.6 The ERO shall make public the results of the Referendum within twenty-four (24) hours and shall submit written reports within ten (10) business days, including the vote tallies, the number of spoiled ballots, and any irregularities that may have taken place, to the GRC Chair for disclosure at the next GRC meeting.

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

- a) any actions required by the result of a valid Referendum shall be initiated by the Board of Directors or the GRC, as required, within thirty (30) days or as reasonably possible after the submission of the ERO's report to the GRC Chair; and
- b) should disputes arise over the enactment of a Referendum result, the matter shall be referred to the Judicial Board.

18.4.8 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 of Directors. Once received, the Board of Directors 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.

## **18.0 Dissolution of the Association**

- 19.1 Dissolution of the Association shall be proposed by the Board of Directors to the GRC and only under two conditions:
- a) where the Association is no longer financially viable and it has been determined by the Board of Directors that financial viability will not be restored by ordinary means within a reasonable length of time; and
  - b) where the Objects of the Association are deemed no longer viable and it has been determined by the Board of Directors that there are no alternative Objects that are appropriate.
- 19.2 At such time as the GRC has deemed continuance impossible by seventy-five (75%) percent majority vote under the conditions stated in Bylaw 19.1, the GRC shall call a SGM to consider a resolution to dissolve. The resolution to dissolve shall state:
- a) the reason for dissolution; and
  - b) the plan for the distribution of remaining assets, if any.
- 19.3 A Special Resolution at a SGM shall be required to decide the question.
- 19.4 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.
- 19.5 The dissolution of the Association must meet any and all stipulations of Alberta's *Societies Act*.

## **20.0 Liabilities**

### **20.1 Protection of Directors**

20.1.1 No Director or a person of similar capacity or former Director or a person of similar capacity shall be liable for:

- a) the acts, receipts, neglects or defaults of any other Director, or a person of similar capacity or employee or a person of similar capacity or employee;
- b) 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;
- c) 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;

- d) 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;
- e) 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
- f) any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office of trust or in relation thereto, and
- g) unless the same happens by or through the Director or a person of similar capacity or former Director or a person of similar capacity's failure to exercise the powers and to discharge the duties of his 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 or a person of similar capacity from the duty to act in accordance with the *Societies Act* or relieve such Director or a person of similar capacity from liability under the *Societies Act*. If any Director or a person of similar capacity shall be employed by or shall perform services for the Association otherwise than as a Director 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 or a person of similar capacity is a Director 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 or a person of similar capacity or such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

## 20.2 Insurance

20.2.1 The Association may purchase and maintain insurance for the benefit of any person referred to in Section 20.1 against any liability incurred by the person:

- a) in the person's capacity as a Director, 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

- b) in the person's capacity as a Director, 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.