

Constitution

Nipissing University Faculty Association

Adopted: 24 October 1996

Amended: 7 November 2003

Amended: 13 May 2005

1. Name

- 1.1 The Association shall be known as the Nipissing University Faculty Association, referred to hereinafter as “the Association.”
- 1.2 The abbreviated form of the name shall be NUFA.

2. Definitions

In this Constitution and in all matters relating to it:

- 2.1 “Academic Staff” shall mean members of the teaching, research, library and administrative staff eligible for membership in the Association.
- 2.2 “University” shall mean Nipissing University.
- 2.3 “Member” shall mean member of the Nipissing University Faculty Association.
- 2.4 “Full-Time Academic Staff” are members of the Full-Time bargaining unit.
- 2.5 “Contract Academic Staff” are members of the Contract Academic Staff bargaining unit (CASBU), including part-time faculty and lab instructors.

3. Purpose

- 3.1 To negotiate and monitor employment relations between the Academic Staff and the Board of Governors of Nipissing University;
- 3.2 To promote the welfare and the professional interests of the Academic Staff and the university;
- 3.3 To protect the freedom of teaching, thought and research within the university and to maintain their quality;
- 3.4 To foster democratic and collegial decision-making within the university;
- 3.5 To cooperate with other bodies whose interests may be similar such as the Canadian Association of University Teachers (CAUT) and the Ontario Confederation of University Faculty Associations (OCUFA);
- 3.6 To deal with all matters considered to be in the interest of the Association and its members.

4. Membership

- 4.1** Membership shall be open to all members of the Academic Staff who are employed in a bargaining unit for which NUFA holds bargaining rights recognized under the Ontario Labour Relations Act.
- 4.2** Membership shall be open regardless of nationality, sex, age, origin, race, creed, political beliefs, marital status, or sexual preference.
- 4.3** All persons holding faculty or professional librarian appointments at Nipissing University are eligible for membership in the Association except persons coming within the definitions set out in Section 1 (3) of the Labour Relations Act of Ontario as amended from time to time, and in particular the President, Vice Presidents, Deans, Associate Deans, Registrar, Associate Registrars and the Executive Director of Library Services.
- 4.4** Full-Time Academic Staff shall be members of the Association as long as they are employed full-time by the University. Contract Academic Staff shall be members of the Association from July 1 to June 30 of the year in which they are employed.

5. Fees

- 5.1** Annual membership fees shall be proposed by the Executive of NUFA for approval by the membership in attendance at a general meeting. Membership dues or their equivalent shall be deducted once monthly from the salary of each member.
- 5.2** Members of the Association are required to pay the dues of the Association as determined by an income-based formula that shall not be amended except by a general meeting. A mill rate shall be adopted which is appropriate for the ongoing financial viability of the Association.
- 5.3** Members shall have their fees waived if they are on leave without pay or long-term disability.
- 5.4** The Executive may from time to time make provision for a Special Levy against each member of NUFA provided that any such Special Levy is first approved by a simple majority of the membership present at a special or regular meeting of the Association and of which all members have received written notice of intent of not less than seven days.

6. Executive

- 6.1** The Executive carries on the business of the Association between general meetings. The Executive implements the policies of the Association, administers the budget, and supervises the collective bargaining.

- 6.2** All members of NUFA are eligible to occupy all positions on the NUFA Executive unless specifically excluded below. The Executive consists of a President, Vice-President, Secretary, Treasurer, Chair of the Collective Bargaining Committee, Pension and Benefits Committee Representative, two Grievance Officers, one Contract Academic Staff Representative, and three Members-at-Large.
- 6.3** All Executive members shall hold office for a period of one year.
- 6.4** The Contract Academic Staff Representative position is reserved for Contract Academic Staff.
- 6.5** The position of Secretary is reserved for Contract Academic Staff, as per the Contract Academic Staff collective agreement.
- 6.6** The Grievance Officer for Education shall be a tenured member of the Academic Staff from Arts and Science and the Grievance Officer for Arts and Science shall be a tenured member of the Academic Staff from Education.
- 6.7** The Executive shall choose a representative to attend meetings of the Canadian Association of University Teachers (CAUT). The representative to CAUT shall report to the Executive following any meetings of CAUT.

7. Meetings of the Executive

- 7.1** Meetings of the Executive shall be called by the President or within one week of the President receiving a written request signed by any two members of the Executive.
- 7.2** Fifty percent of the members of the Executive shall constitute a quorum. If a quorum is not present at the time stipulated for the beginning of a meeting, the Chair may delay the beginning of a meeting for no longer than one-half hour for the purpose of obtaining a quorum. If a quorum has not been obtained at this time, the meeting must be canceled.
- 7.3** Decisions are made by majority vote of those in attendance. Voting at meetings of the Executive shall be done by show of hands. A secret ballot shall be held at the request of one member or when required by the Constitution.
- 7.4** An Executive member who perceives an issue of possible conflict of interest or apprehension of bias on their own, or on the part of another member, shall raise it. The matter shall be discussed and then resolved by the remaining members of the Executive who may direct the member to be absent from discussion, impose a specified limitation on the member's involvement, or conclude that no action needs to be taken. At the request of one member of the Executive, a formal decision can be made by secret ballot majority vote of the Executive members present.

7.5 Any Executive member who has involvement in, and thus a potential conflict of interest with regard to, an issue coming before the Executive which involves that member's close family relations (such as a spouse, spousal equivalent, child, or parent), must be absent from discussion of, and must abstain from voting on, that issue.

8. Duties of the Executive

8.1 The President shall:

- (i) Oversee and manage the activities of the Association;
- (ii) Supervise the other members of the Executive in the execution of their duties;
- (iii) Chair meetings of the Association and the Executive;
- (iv) Represent the Association at Nipissing and in the broader community;
- (v) Serve as a member ex officio of all Standing and Special Committees of the Association and the Executive;
- (vi) Sign documents necessary to further the interests of the Association;
- (vii) Vote only in case of a tie at meetings of the Association and the Executive.

8.2 The Vice-President shall:

- (i) Carry out the duties of the President during his/her absence.

8.3 The Secretary shall:

- (i) Keep minutes of all meetings of the Association and the Executive;
- (ii) Preserve the records of the Association other than those financial in nature;
- (iii) Maintain an up-to-date list of the membership of the Association;
- (iv) Bring to all meetings of the Association and the Executive a copy of the Constitution, the current Collective Agreement, and the latest edition of Robert's Rules of Orders.

8.4 The Treasurer shall:

- (i) Maintain and preserve accurate financial records;
- (ii) Act as custodian of the funds of the Association;
- (iii) Act as disbursing officer of the Association, except that the authority to sign cheques is as defined in Section 13.1;
- (iv) Prepare a written financial statement and a written budget for presentation to the Annual General Meeting (AGM) of the Association;
- (v) Recommend to the Executive the ways and means to invest surplus funds.

8.5 The Chair of the Collective Bargaining Committee shall:

- (i) Be responsible for leading the negotiations of new collective agreements;
- (ii) Conduct research on salaries and benefits;
- (iii) Prepare proposals for collective bargaining and present these proposals for approval to the Collective Bargaining Committee;
- (iv) Inform the membership on matters relating to the negotiation and administration of collective agreements;

- (v) Represent the Association at meetings of the Ontario Confederation of University Faculty Associations (OCUFA) and report to the Executive following any meetings of OCUFA.

8.6 The Pension and Benefits Committee Representative shall:

- (i) Represent the Association at meetings of the university Pension and Benefits Committee and report to the Executive following any meetings of the university Pension and Benefits Committee;
- (ii) Inform the membership on matters relating to pensions and benefits;

8.7 The Grievance Officers shall:

- (i) Be responsible for handling grievances pursuant to the collective agreement on behalf of members of the Association;
- (ii) Work with the Grievance Committee in reviewing grievances and making recommendations to the NUFA Executive about the carriage of grievances.

8.8 The Contract Academic Staff Representative shall:

- (i) Gather information and make recommendations to the Executive on issues affecting Contract Academic Staff.

8.9 The Members-at-Large shall:

- (i) Provide advice to other members of the Executive;
- (ii) Perform such duties as are from time to time requested by the Executive.

9. Election of the Executive

9.1 The Executive of the Association shall be elected at the Annual General Meeting. The President of the Association shall notify all members at least two weeks prior to the AGM that there will be an election and that nominations are invited. Members must be nominated in writing to the President by one other member of the Association. The President shall report the list of all nominees to the members at the AGM and shall then invite further nominations from the floor.

9.2 The members of the Executive shall be elected by secret ballot. There shall be no voting by proxy.

9.3 The NUFA membership has an obligation to ensure the continuity of a committed Faculty Association Executive that is representative of the diversity within the general membership. Therefore, all members should play an active role by either letting their name stand for a position or recruiting candidates and encouraging them to participate by consenting to nomination.

10. Vacancies on the Executive

10.1 In the case of a vacancy occurring on the Executive, arising by resignation or otherwise, the members of the Association, at the following regular or special meeting, shall elect a new member of the Executive for the remainder of the term. The other members of the Executive shall be responsible for the duties pertaining to the vacated position until such time as the position is filled. In the event that all Executive positions become vacant simultaneously, the Association shall convene within one month on a date set by the old Executive to elect a new Executive.

10.2 The exception to Section 10.1 is the case of the President. If the office of the President becomes vacant, the Vice-President shall become the President of the Association for the remainder of the term.

11. Removal of Members of the Executive

11.1 Any member of the Executive will automatically be removed from office if that member has effectively abandoned his or her position by being absent for three consecutive meetings of the Executive. A member is not absent at a meeting if they have sent their regrets for that meeting to the President.

11.2 Any member of the Executive may be removed from office for reason of gross neglect of the duties specified in this Constitution.

11.3 Three members of the Executive can request a vote of non-confidence against another member or members of the Executive for reason of gross neglect of duties. The request is sent to the President who must call a special meeting of the Executive within two weeks to deal with the matter. Voting shall be by secret ballot. Removal requires a two-thirds majority of those present and voting at the meeting.

11.4 Fifteen percent of the members of the Association can request a vote of non-confidence against a member or members of the Executive for reason of gross neglect of duties. The request is sent to the President who must call a special meeting of the Association within two weeks to deal with the matter. Voting shall be by secret ballot. Removal requires a two-thirds majority of those present and voting at the meeting.

11.5 In the event of the removal of a member of the Executive, that member's position shall be considered vacant and shall be filled in accordance with Section 10.

12. Meetings of the Association

12.1 The Annual General Meeting of the Association shall be held no later than May 31 of the current academic year.

- 12.2** In addition to the Annual General Meeting, at least one other regular meeting of the Association shall be held annually in the Fall.
- 12.3** All meetings of the Association shall be called by the President. Notice in writing of all meetings must be given to all members of the Association at least seven days prior to the day of a meeting. Written notice sent to members' e-mail addresses at the University shall be deemed to be adequate notice. The failure to give notice of any meeting to individual members entitled to receive notice does not invalidate proceedings at that meeting as long as a majority of members have received notice for the meeting in question.
- 12.4** The President must call a special meeting of the Association within two weeks of receiving a written request of not less than ten percent of the members.
- 12.5** Decisions are made by majority vote of those in attendance. Voting at meetings of the Association shall be done by show of hands. A secret ballot shall be held at the request of one member or when required by the Constitution.
- 12.6** At all meetings of the Association, fifteen percent of the membership shall constitute a quorum. If a quorum is not present at the time stipulated for the beginning of a meeting, the Chair may delay the beginning of a meeting for no longer than one-half hour for the purpose of obtaining a quorum. If a quorum has not been obtained at this time, the meeting must be canceled.

13. Finances

- 13.1** Cheques must be signed by the Treasurer and one of the following: the President or the Vice-President.
- 13.2** The fiscal year of the Association shall end on April 30 of each year.
- 13.3** The financial statement and the proposed budget to be presented to the Annual General Meeting shall be reviewed by the Executive and bear the signatures of the President, the Vice President and the Treasurer. The financial statement shall include a schedule of the revenues and expenditures of the Association for the year and a statement concerning the status and continuity of the reserve funds of the Association during that year.

14. Ratification of a Collective Agreement

- 14.1** The Executive shall seek ratification of a collective agreement by secret ballot. Such ratification may take place only following a special meeting of the bargaining unit in which the proposed agreement has been discussed. Members of the bargaining unit must be given at least two days notice of the special meeting. Only members of the bargaining unit shall be eligible to vote.

- 14.2** Members of the bargaining unit who have not voted at the special meeting shall be allowed to vote between the hours of 9 AM and 7 PM on the North Bay campus on the three consecutive working days after the day of the special meeting.
- 14.3** An agreement shall be considered to be ratified if a majority of those voting vote to approve. In the event of a tie, another vote must be held following the procedure in Sections 14.1 and 14.2.

15. Strike Action or Other Sanctions

- 15.1** The Executive shall seek authorization by secret ballot for any strike action or other sanctions against the employer. Such authorization may take place only following a special meeting of the bargaining unit in which the matter has been discussed. Members of the bargaining unit must be given at least two days notice of the special meeting. Only members of the bargaining unit shall be eligible to vote.
- 15.2** Members of the bargaining unit who have not voted at the special meeting shall be allowed to vote between the hours of 9 AM and 7 PM on the North Bay campus on the three consecutive working days after the day of the special meeting.
- 15.3** A sanction against the employer is approved if a majority of those voting vote to approve.

16. Rules of Order

- 16.1** In all matters not covered by this Constitution, Robert's Rules of Order, most recent edition, shall apply.

17. Standing and Special Committees

- 17.1** Standing Committees shall be elected for a term of one year at the Annual General Meeting of the Association. The President of the Association shall notify all members at least two weeks prior to the AGM that there will be an election for all Standing Committees and that nominations are invited. Members must be nominated in writing to the President by one other member of the Association. The President shall report the list of all nominees to the members at the AGM and shall then invite further nominations from the floor.
- 17.2** Members of the Executive may also serve as members of Standing Committees.
- 17.3** Standing Committees shall report to the Executive as required and shall report to the members at the following Annual General Meeting.
- 17.4** Standing Committees are created by amendments to the Constitution.

- 17.5** The Standing Committees are:
- (a) Collective Bargaining Committee
 - (b) Scholarships Committee
 - (c) Grievance Committee
- 17.6** The Executive shall have the power to appoint or have elected Special Committees of the Association to deal with ad hoc matters.

18. Duties and Membership of Standing Committees

- 18.1** The *Collective Bargaining Committee* shall approve bargaining positions and strategies. The Committee has nine members. The Chair of the Collective Bargaining Committee (an elected member of the Executive) is automatically a member of the Committee. The Committee must have at least two full-time members from Arts and Science, at least two full-time members from Education, and at least two members from the Contract Academic Staff.
- 18.2** The *Collective Bargaining Committee* will appoint at least four of its members to serve as the main Negotiating Team to negotiate the terms and conditions of employment with the Board of Governors. The breakdown of this Committee will be as follows: at least one full-time member from Arts and Science, at least one full-time member from Education, and at least one member of the Contract Academic Staff.
- 18.3** The *Collective Bargaining Committee* shall, after consultation with the membership and appropriate information sources, develop bargaining positions and strategies on behalf of the Association. Prior to initiating collective bargaining with the administration, all bargaining positions and proposals must be approved by the NUFA Executive. However, the Collective Bargaining Committee reserves the right to determine its own strategies and approaches in gaining the best advantage for NUFA.
- 18.4** The *Scholarships Committee* shall assist in the adjudication of the Nipissing University Faculty Association awards, assistantships, and the like. The Scholarships Committee has four members, including at least one full-time member from Arts and Science, at least one full-time member from Education, and at least one member of the Contract Academic Staff.
- 18.5** The *Grievance Committee* shall be composed of the President, the Vice-President, the Grievance Officers and the Chair of the Collective Bargaining Committee. The Grievance Committee is responsible for reviewing all grievances coming to NUFA and for ensuring that all deadlines are met and all grievance processes are followed. The Grievance Committee will make a recommendation about the carriage of a grievance to the NUFA Executive which has final authority on the progress of the grievance. Their recommendation will normally include any financial implications for the Association. Subject to By-Law #1, as part of its review of a grievance, the Grievance Committee may consult with legal counsel and/or any individual it believes is needed to assist it, and it may conduct any ad hoc fact finding exercise relevant to its deliberations.

19. By-Laws

19.1 The Association may make By-Laws in order to carry out its purposes in accordance with the Constitution.

20. Amendments to the Constitution and the By-Laws

20.1 This Constitution may be amended or revised by a two-thirds vote of the membership, present and voting, at any meeting of the Association, regular or special, within the limits of the academic year and following one week's notice.

20.2 The By-Laws appended to this Constitution may be amended or revised by a majority vote of the membership, present and voting, at any meeting of the Association, regular or special, within the limits of the academic year and following one week's notice.

20.3 The text of all proposed amendments or revisions to the Constitution or the By-Laws must be included in the notice of the meeting.

20.4 Amendments or revisions to the Constitution or the By-Laws proposed by the Executive must have been passed by a two-thirds vote at a meeting of the Executive.

20.5 Amendments or revisions to the Constitution or the By-Laws proposed by the membership of the Association must be sent in writing to the President and must contain the signatures of at least ten percent of the members of the Association.

By-Laws

By-Law #1 – Grievances

1.1 The Executive shall determine the extent to which the Association will support a grievance by a member or a group of members. In making their decision, the Executive shall not act in a manner that is arbitrary, discriminatory or in bad faith. The decision of the Executive is made by majority vote. This vote shall be by secret ballot. The decision is final.

1.2 Any member(s) may appear before the Executive to speak for support from the Association for their grievance.

- 1.3 If the Association gives financial support to members(s), the Executive shall determine whether or not it is able to provide legal counsel. Under normal circumstances, the Executive shall not provide legal counsel. Should it agree to provide legal counsel, the Executive shall be kept informed as to the progress and the costs of the action. If the Executive concludes that it would be justified in doing so, it may decide by majority vote to withdraw any further financial support.
- 1.4 The Grievance Officers shall attempt to obtain a mutually agreeable solution to the complaint prior to filing a formal grievance. No grievance shall proceed to arbitration until all efforts to solve the grievance have been exhausted and the grievance has been reviewed and approved for arbitration by the Executive. Such review should include a thorough analysis of the facts of the grievance, a consideration of all formal or informal offers to settle made by both parties to the grievance, a written or oral statement from the Association's legal counsel on the merits of the grievance, an estimate of the costs of the arbitration, and all other matters relevant to the continuing pursuit of the grievance.

By-Law #2 – Financial Guidelines for NUFA

- 2.1 NUFA shall have a Reserve Account and an Operations Account.
- 2.2 The Reserve Account shall have the following uses, in order of priority: a strike fund; an arbitration fund; a fund for long-term projects of the Association, such as a faculty club.
- 2.3 The Operations Account is to be used for the necessary expenditures of running the day-to-day operations of the Association. The balance in this account should not normally exceed \$10,000.
- 2.4 Appropriate uses of the Operations Account include: (a) membership dues in affiliate organizations, such as CAUT and OCUFA; (b) reasonable costs related to the operation of the NUFA office at Nipissing; (c) reasonable costs related to the negotiation of the collective agreement, such as child care, meals, and refreshments; the costs of obtaining data, advice or assistance intended to improve the success of negotiations; and the costs relevant to the collective bargaining process, such as workshops to enhance the bargaining or grievance management skills of members.
- 2.5 Additional spending by NUFA should be limited to modest and selective support for activities which have wide support among members, such as the NUFA annual party; dinner and a gift for retirees with at least ten years service at Nipissing; and bereavement (flowers, cards, donation to member's immediate family).
- 2.6 Additional spending not noted in Sections 2.4 and 2.5 must be approved by at least two-thirds of the Executive.
- 2.7 Except for annual membership dues in affiliate organizations, all costs in excess of \$1,000 must be approved by the Executive.

By-Law #3 – Affiliations

- 3.1 Members of the Association shall be members of the Canadian Association of University Teachers (CAUT) and the Ontario Confederation of University Faculty Associations (OCUFA).