

# **Constitution**

## **Nipissing University Faculty Association**

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## **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, as per Article 4.3;
- 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 Academic Staff Bargaining Unit (FASBU);
- 2.5 “Contract Academic Staff” are members of the Contract Academic Staff Bargaining Unit (CASBU);
- 2.6 “Nipissing University Faculty Association (NUFA)” is comprised of FASBU and CASBU; and
- 2.7 “Employer” shall mean Nipissing University as represented by its Board of Governors.

## **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); and
- 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** 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.
- 4.3** Full-time Academic Staff shall be members of the Association as long as they are employed full-time by the University. Contract Academic Staff and Members on Limited Term Appointments shall be Members of the Association during the term of their contracts and continuing to a period up to but not exceeding 12 months from the first day of the last contract period.

## **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 (e.g. 1% of gross salary) that shall not be amended except by a vote at 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:
  - (i)** President;
  - (ii)** Past-President;

- (iii) Vice-President;
- (v) Treasurer;
- (vi) Grievance Officers (two);
- (vii) Contract Academic Staff (CASBU) Officer;
- (viii) Member-at-Large, Arts and Science;
- (ix) Member-at-Large, Education;
- (x) Member-at-Large, Applied and Professional Studies, and
- (xi) Member-at-Large, CASBU.

- 6.3** All Executive members shall hold office for a period of one year.
- 6.4** The duties and obligations (e.g. issues of confidentiality) of the secretary, although reserved for the CASBU Officer, may be delegated to the NUFA Executive Assistant.
- 6.5** The Grievance Officers shall be tenured members of (FASBU). The two Grievance Officers should not be from the same faculty and should not manage grievances in their own faculty.
- 6.6** The Executive shall confirm 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.
- 6.7** The Executive may create sub-committees of the Executive to study specific issues and make recommendations to the Executive.
- 6.8** Save and except in the case of gross negligence or willful misconduct, the Association shall indemnify and save harmless, every director or officer of the Association and other person who has undertaken or is about to undertake any liability on behalf of the Association or any company controlled by it, and their heirs, executors and administrators, and estate and effects respectively from and against:
- (i) all costs, charges and expenses which a director, officer or other person, sustains or incurs in or about any action, suit or proceeding, which is brought, commenced or prosecuted against them, or in respect of any act, deed, matter or thing whatsoever made, done or permitted by them, in or about the execution of the duties of their office or in respect of any such liability;
  - (ii) all other costs, charges and expenses which a director, officer or other person, sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by willful neglect or default.

## **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. The President shall give the Executive a minimum of one week's notice for meetings. For urgent matters, the President may give less than one

week's notice for a meeting. If the President does so, approval for the meeting to proceed must be given by at least three other Executive members, with representation from at least three of the following four groups: Faculty of Arts and Science, Faculty of Education, Faculty of Applied and Professional Studies, and CASBU.

- 7.2 Five members of the Executive shall constitute a quorum.
- 7.3 The NUFA Executive Assistant will attend meetings in the role of secretary if applicable.
- 7.4 Decisions are made by majority vote of those in attendance. Voting at meetings of the Executive shall be done by show of hands, or by secret ballot at the request of one member or when required by the Constitution.
- 7.5 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.
- 7.6 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.
- 7.7 Executive meetings shall normally be open to members in good standing. The part of any meeting of the Executive pertaining to personnel or legal matters shall be held in camera. The Executive may vote to hold discussions in camera on any issue. Only members of the Executive can vote on motions before the Executive.
- 7.8 (a) The following order of business shall be observed at all Executive meetings:
  - 1.0 **Approval of the Agenda**
  - 2.0 **Approval of Minutes of the Previous Meeting(s)**
  - 3.0 **Business Arising from the Minutes**
  - 4.0 **Correspondence to the President/Executive**
  - 5.0 **Reports from Executive Members**
    - 5.1 President
    - 5.2 Treasurer
    - 5.3 Other

**6.0 Reports from Standing Committees**

- 6.1 Collective Bargaining Committee
- 6.2 Scholarships Committee
- 6.3 Grievance Committee
- 6.4 Constitution Committee
- 6.5 Communications Committee
- 6.6 Social Committee
- 6.7 Women's Committee

**7.0 Reports from Special Committees**

**8.0 Reports from Non-association Committees or Representatives**

- 8.1 CAUT Defense Fund
- 8.2 CAUT Council
- 8.3 OCUFA
- 8.4 University Harassment and Discrimination Committee
- 8.5 Joint Health and Safety Committee
- 8.6 Pension and Benefits Advisory Committee

**9.0 Information received from the Administration**

**10.0 Agenda Items Remaining from the Last Meeting**

**11.0 New Business**

**12.0 Next Meeting Date**

**13.0 Adjournment**

(b) Additional items will normally be placed between #8 and #9, with #9 through #12 renumbered accordingly.

**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, and the Executive Assistant, in the execution of their duties;
- (iii) Chair meetings of the Association and the Executive;
- (iv) Represent the Association at Nipissing University 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 Past-President shall:

- (i) Serve as a member, ex-officio, of the Executive;
- (ii) Assist the President, as requested, with duties and matters pertaining to the Association;
- (iii) Be available for assistance and counsel on Association business;
- (iv) Make his/her knowledge and skill gained in NUFA's highest office available to the Association;
- (v) Fulfill any duties assigned by either the President, or the Executive.

**8.3** The Vice-President shall:

- (i) Carry out the duties of the President during his/her absence;
- (ii) Normally serve as the NUFA Representative to the Canadian Association of University Teachers (CAUT) and the Ontario Confederation of University Faculty Associations (OCUFA).

**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, and where appropriate, delegate that responsibility to the Executive Assistant;
- (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 Grievance Officers shall:

- (i) Be responsible for managing 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.

**8.6** The Contract Academic Staff (CASBU) Officer shall:

- (i) Be a member of the NUFA Executive, serving as secretary (as needed), and shall attend meetings;
- (ii) Conduct research, gather information and make recommendations to the Executive on issues affecting Contract Academic Staff;
- (iii) Be a member of the CASBU sub-committee of the Collective Bargaining Committee;
- (iv) Liaise with the Vice-President Administration and Finance and the Human Resources office on routine housekeeping matters, such as office use, directory lists, etc.;
- (v) Be the recipient of Members' lists as stipulated in Articles 6.2 and 10.2 of the CASBU Collective Agreement and keep member lists with addresses up-to-date;
- (vi) Be a member of the JCAA as outlined in Article 9 of the CASBU Collective Agreement and a member of the Right of First Refusal (RFR) Review Committee as outlined in Article 15.8 (h) of the CASBU

- Collective Agreement;
- (vii) Be responsible for timely announcements to CASBU Members about upcoming meetings, events and reminders of responsibilities of Members as spelled out in the collective agreement (course postings, for example);
  - (viii) Be a member of the Grievance Committee; and
  - (ix) Serve as a representative committee member for the Nipissing University Teaching Award for CASBU Members (Article 28 of the CASBU Collective Agreement).

**8.7** 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; and
- (iii) Organize elections and count ballots as per Articles 14 and 15.

## **9. Election of the Executive**

**9.1** The Executive of the Association, with the exception of the Past-President, 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. All advance nominations shall be publicly announced to the membership by the President at least 48 hours before the AGM. The President shall present the list of all nominees to the members at the AGM and shall then invite further nominations from the floor. After nominations close, for Executive positions where there is only one nominee, those nominees will be acclaimed. If they wish, candidates for any Executive position may have up to five minutes to speak about their candidacy to the membership at the AGM.

**9.2** The members of the Executive shall be elected by secret ballot. There shall be no voting by proxy. Members who have not voted for Executive positions at the annual general meeting shall be allowed to vote between the hours of 9:00 a.m. and 4:00 p.m. on the North Bay campus on the three consecutive working days after the day of the AGM. Provision shall be made to accept e-mail ballots from 9:00 a.m. on the first day of voting to 4:00 p.m. on the final day of voting. The balloting will be conducted by and counted by three members elected at the AGM who are not seeking election to the Executive. One of the three members will announce to the NUFA membership via e-mail the names of the candidates elected to the Executive.

## **10. Vacancies on the Executive**

**10.1** In the case of a vacancy occurring on the Executive, arising by resignation or otherwise, the Executive shall approve the appointment of a member in good standing to fill the vacancy until the next Annual General Meeting. 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 Article 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.

- 10.3** In the event of the concurrent resignation of the entire Executive, a general meeting of the Association shall be convened within one week by the Constitution Committee, for the purpose of electing a new Executive.

## **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. These members may convene 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 any member of the Executive who shall request 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 Article 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, or by secret ballot at the request of one member or when required by the Constitution.
- 12.6** At all meetings of the Association, ten 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** The fiscal year of the Association shall end on April 30 of each year.
- 13.2** 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 9:00 a.m. and 7:00 p.m. on the North Bay campus on the three consecutive working days after the day of the special meeting. The Executive shall provide balloting on the other campuses.
- 14.3** An agreement shall be considered to be ratified if a majority of those voting approve. In the event of a tie, another vote must be held following the procedure in Articles 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 9:00 a.m. and 7:00 p.m. on the North Bay campus on the three consecutive working days after the day of the special meeting. The Executive shall provide balloting on the other campuses.

- 15.3** A legal sanction against the employer is approved if a majority of those voting 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 of the Association and Non-Association Committees or Other Bodies**

- 17.1** Standing Committees shall be elected for a term of one year at the Annual General Meeting (AGM) of the Association, except where indicated by this Constitution.
- 17.2** 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. All advance nominations shall be publicly announced to the membership by the President at least 48 hours before the AGM. The President shall present the list of all nominees to the members at the AGM and shall then invite further nominations from the floor. After nominations close, if the number of nominees is equal to or less than the number of positions on a Committee, those nominees shall be acclaimed to that Committee. If there are not enough nominees for a Committee, the President shall solicit further nominees soon after the AGM until all positions have been filled. Vacancies on all Committees shall be filled by appointment by the Executive as soon as possible.
- 17.3** Members of the Executive may not serve as members of Standing or Special Committees, except as specified in Article 18.
- 17.4** With the exception of the Collective Bargaining Committee and the Grievance Committee, Standing and Special Committees shall elect a Chair at their first meeting. With the exception of the Collective Bargaining Committee, the first meeting of Standing and Special Committees shall be called by the President or designate. Chairs of Standing and Special Committees shall report to the Executive as required or when requested by the President and shall report to the members at the following Annual General Meeting.
- 17.5** Standing Committees are created by amendments to the Constitution.
- 17.6** The Standing Committees are:
- (a) Collective Bargaining Committee
  - (b) Scholarships Committee
  - (c) Grievance Committee
  - (d) Constitution Committee
  - (e) Communications Committee
  - (f) Social Committee

(g) Women's Committee

- 17.7** The Executive shall have the power to appoint or have elected Special Committees of the Association to deal with ad hoc matters.
- 17.8** The Executive shall make appointments to the following non-Association Committees/Bodies:
- (a) CAUT Defense Fund (trustee and alternate trustee)
  - (b) University Harassment and Discrimination Committee (one representative)
  - (c) Joint Health and Safety Committee (one representative from FASBU and one representative from CASBU)
  - (d) Joint Pension and Benefits Advisory Committee (two representatives)
  - (e) Any newly created University or Joint Committee.
- 17.9** Members of Standing and Special Committees shall follow the conflict of interest Articles 7.5 and 7.6, it being understood that "Committee" and "Committee member" will apply instead of "Executive" and "Executive member."
- 17.10** Members of Standing and Special Committees may be removed by following Articles 11.1 to 11.5 , it being understood throughout that "Committee" will apply instead of "Executive", and in Article 11.1 "Chair" will apply instead of "President". If approved at the Committee level, the removal of a Committee member must also be approved by the Executive via a secret ballot vote. Removal requires a two-thirds majority of those present and voting at the Executive meeting.
- 17.11** Members of Standing and Special Committees may be removed by the Executive following Articles 11.1 to 11.3, it being understood that in Article 11.1, "Committee" will apply instead of "Executive" and "Chair" will apply instead of "President"; in Article 11.2, "Committee" will apply instead of "Executive"; and Article 11.3 shall apply except that the first sentence will now read: "Three members of the Executive can request a vote of non-confidence against a member of a Committee for reason of gross neglect of duties."
- 17.12** In the event of removal of a Committee member, that member's position shall be filled by appointment by the Executive as soon as possible.

## **18. Duties and Membership of Standing Committees**

**18.1** The Collective Bargaining Committee must meet representation requirements as specified in Article 18.2. All reasonable efforts will be made to include the designated number of committee members and have representation from both CASBU and FASBU on all other Standing Committees.

### **18.2 Collective Bargaining Committee**

- (a) The Executive shall appoint a Chief Negotiator for each of CASBU and FASBU within 90 days of the signing of a collective agreement by the relevant bargaining unit. The Chief Negotiator shall serve until the appointment of a Chief Negotiator occurs after the signing of the next collective agreement.

- (b) The Chief Negotiators shall be responsible for:
  - (i) leading the negotiations of new collective agreements;
  - (ii) conducting research on salaries and benefits;
  - (iii) directing the preparation of proposals for discussion by the Committee and sub-committees;
  - (iv) informing the membership on matters relating to the negotiation and administration of collective agreements;
  - (v) representing the Association at meetings of the Ontario Confederation of University Faculty Associations (OCUFA); and
  - (vi) reporting to the Executive as required or when requested to by the President.
  
- (c) The Chief Negotiators shall serve as the Co-Chairs of the Collective Bargaining Committee. This Committee shall consist of the Chief Negotiators and all members of the two sub-committees (CASBU and FASBU). In addition to the President (ex-officio), no more than four members of the Collective Bargaining Committee may be members of the Executive.
  
- (d) The Executive, in consultation with the Chief Negotiators, shall appoint the members of the sub-committees. The term of office of the Members of each sub-committee shall be the same as that of the relevant Chief Negotiator (see Article 18.2 a and b).
  
- (e) The FASBU sub-committee shall include the Chief Negotiators, the President (ex-officio), and up to seven Full-time faculty members, with at least two from the Faculty of Arts and Science and at least two from the Faculty of Education, and should include at least one member from the Faculty of Applied and Professional Studies.
  
- (f) The CASBU sub-committee shall include the Chief Negotiators, the President (ex-officio), the CASBU Officer, and up to six CASBU members. Reasonable efforts will be made by the Executive to include at least one individual on the CASBU sub-committee from the following groups: Full-time Instructors (including Laboratory Instructors, Seminar Instructors, Service Course Instructors) and Part-time (“per course”) Instructors (including those who teach via distance delivery and ABQ courses).
  
- (g) The Chief Negotiators shall appoint at least three members of each sub-committee, in addition to the Chief Negotiators, to serve as the main Negotiating Team to negotiate the terms and conditions of employment for that bargaining unit with the Board of Governors. The FASBU Negotiating Team shall include at least one member from the Faculty of Arts and Science and at least one member from the Faculty of Education, and shall include at least one member from the Faculty of Applied and Professional Studies. The CASBU Negotiating Team shall include at least one member, if possible, from the following two groups: Full-time Instructors (Laboratory, Seminar, and Service Course Instructors); and (2) Part-time (“per course”) Instructors. The composition of the Negotiating

Team must be brought to the Executive by the Chief Negotiators for approval.

- (h) In preparing for negotiations, each sub-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 Executive and the Association.

### **18.3 Scholarships Committee**

- (a) This Committee has four members.
- (b) The Committee shall assist in the adjudication of the Nipissing University Faculty Association awards, assistantships, and the like.

### **18.4 Grievance Committee**

- (a) This Committee shall be composed of the President, the Vice-President, the CASBU Officer, a second CASBU member, and the two Grievance Officers. The President shall chair the Committee.
- (b) The Committee shall be 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 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 to gather facts or receive guidance for grievance procedures.

### **18.5 Constitution Committee**

- (a) This Committee shall be composed of four members. The Committee may have up to 1 member who is also a member of the Executive; this member shall not serve as Committee Chair.
- (b) The Committee shall be responsible for reviewing the Constitution, at the very least on an annual basis. If the Committee so decides, it will make any recommendations for constitutional amendments to the Executive.
- (c) The Committee shall review queries, and amendments or revisions to the Constitution or the By-Laws proposed by the membership (as per Article 20.5) or the Executive and make recommendations to the Executive.
- (d) In the event of the concurrent resignation of the Executive, the Constitution Committee shall act to convene a general membership meeting for the purpose of electing a new Executive, as per Article 10.3.

## **18.6 Communications Committee**

- (a) This Committee shall be composed of four members
- (b) The Committee shall be responsible for publishing a newsletter for members on behalf of the Association, and assisting the Executive and all committees with communications. The Executive shall be responsible for reviewing all communication on behalf of the Association prior to its distribution.
- (c) The Committee shall be responsible for providing directions to the NUFA Executive Assistant for updating the NUFA website. Approval of the Executive is required for all substantive changes, while non-substantive changes may be approved by the President, acting in proxy.

## **18.7 Social Committee**

- (a) This Committee shall be composed of up to five members.
- (b) The Committee shall be responsible for organizing the annual NUFA party and other social events.

## **18.8 Women's Committee**

- (a) This Committee shall be composed of 4 members.
- (b) This committee shall be responsible for addressing issues of the status of female academic staff, including systemic, cultural, and economic issues which particularly impact female academic staff members of NUFA.

## **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, 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, following one week's notice.
- 20.3** The text of all proposed amendments or revisions to the Constitution or the By-Laws must be sent to Members, at the latest, with 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** Proposals for amendments or revisions to the Constitution or the By-Laws from the membership of the Association must be submitted in writing to the President and must contain the signatures of at least ten percent of the members of the Association.
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## **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. 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 mediation or 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.
- 1.5** Any current or past member of the Executive who feels they have undertaken substantial work for the Association in the role of grievance officer may apply to the Executive for a half-course release (3 credits/36 hours), to be paid for by the Association. In applying for the release, the Member must provide documentation to the Executive of the work they have undertaken on behalf of the Association's members. This work may have been undertaken at any time over the previous three years from the date of the application. If granted, the course release must be taken within the following two years. An extension will be granted to this time limit only if the Dean refuses to permit the release to proceed or the member is unable to use the release (for example, because he or she will be taking a sabbatical). The Member will be responsible for arranging the release with his or her Dean. In no case will members be paid for their service to the Association (that is, the only form of remuneration is the course release). Other than course



release, members will not receive remuneration for their service on the grievance committee.

## **By-Law #2 – Financial Guidelines**

- 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:  
(1) an arbitration fund; and (2) a fund for long-term projects of the Association.  
The Reserve Account shall remain under the control of the NUFA Executive and shall not be turned over to the university for any special project.
- 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 University;
  - (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; and
  - (d) purchasing course release(s) for work undertaken by past and current Executive members in the role of grievance officer (see By-law #1.5).
- 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 focused on sponsorship of Nipissing University and community related events will be limited to a total spending of \$1500.00 per year. Applications for NUFA sponsorship must be made to the Executive and must be approved by at least two-thirds of the Executive.
- 2.7** Additional spending not noted in Sections 2.4, 2.5, and 2.6 must be approved by at least two-thirds of the Executive.
- 2.8** Except for annual membership dues in affiliate organizations, all costs in excess of \$1,000 must receive prior approval of the Executive.
- 2.9** The President will receive all bank statements for review after which they will be initialed by the President and submitted to the Treasurer for cross-referencing and filing.

- 2.10** All cheques must be written for a specific purpose, clearly identified on the cheque, and then signed by the Treasurer and either the President or Vice-President.

**By-Law #3 – Affiliations**

- 3.1** NUFA shall maintain active membership in the Canadian Association of University Teachers (CAUT) and the Ontario Confederation of University Faculty Associations (OCUFA).