

Constitution and By-Laws

*Nipissing
University
Faculty
Association*

Amended: 05 December 2019

Amended: 03 May 2017

Amended: 28 April 2015

Amended: 8 May 2014

Amended: 8 May 2013

Amended: 7 May 2012

Amended: 4 May 2011

Amended: 5 May 2010

Amended: 14 May 2009

Amended: 30 October 2008

Amended: 28 April 2008

Amended: 25 May 2007

Amended: 9 May 2007

Amended: 23 May 2006

Amended: 13 May 2005

Amended: 7 November 2003

Adopted: 24 October 1996

Contents

1.	Name.....	9
2.	Definitions	9
3.	Purpose.....	10
4.	Membership	10
5.	Fees.....	11
6.	Executive.....	12
7.	Meetings of the Executive.....	13
8.	Duties of the Executive	17
9.	Election of the Executive	21
10.	Vacancies on the Executive	22
11.	Removal of Members of the Executive	22
12.	Meetings of the Association	23
13.	Finances.....	24
14.	Ratification of a Collective Agreement	24
15.	Strike Action or Other Sanctions.....	25
16.	Rules of Order.....	25
17.	Standing and Special Committees of the Association and Non-Association Committees or Other Bodies	26
18.	Duties and Membership of Standing Committees.....	28
19.	By-Laws	33
20.	Amendments to the Constitution and the By-Laws.....	34
	By-Law #1 – Grievances.....	37
	By-Law #2 – Financial Guidelines	38
	By-Law #3 – Affiliations.....	40
	By-Law #4 – Political Activity	40

Constitution

1. Name

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

2. Definitions

In this Constitution and in all matters relating to it:

- 2.1** “Academic Staff” are members of the teaching, research, library and administrative staff eligible for membership in the Association, per Article 4.3;
- 2.2** “University” is Nipissing University;
- 2.3** “Member” is a 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;
- 2.7** “Employer” is Nipissing University as represented by its Board of Governors; and
- 2.8** “Executive Assistant” is an employee of NUFA responsible for managing the Association office.

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 ls.

4. Membership

- 4.1** Membership will 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 will 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 will 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.
- 4.4** All Members are eligible to vote as outlined in Article 9, 12, 14, 15 and 17. There are no circumstances under which a Member may vote by proxy.

5. Fees

- 5.1** Annual membership fees will be proposed by the Executive of NUFA for approval by the Membership in attendance at a general meeting. Membership dues or their equivalent will be deducted once monthly from the gross salary of each Member, including overload payment.
- 5.2** Members of the Association are required to pay the dues of the Association as determined by a percentage of gross salary that will not be amended except by a vote at a general meeting. A mill rate will be adopted which is appropriate for the ongoing financial viability of the Association.
- 5.3** Members will 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 NUFA Executive shall include representation from all Faculties. The Executive consists of:
- (i)** President
 - (ii)** Past-President
 - (iii)** Vice-President
 - (v)** Treasurer
 - (vi)** Grievance Officers (two)
 - (vii)** Contract Academic Staff (CASBU) Officer
 - (viii)** Community and Labour Relations Officer
 - (ix)** Communications Officer
 - (x)** Member Engagement Officer
 - (xi)** Member-at-Large, CASBU
- 6.3** All Executive members will hold office for a period of one year.
- 6.4** The Grievance Officers will be tenured Members of FASBU. Where possible, Grievance Officers should not manage grievances in their own faculty.
- 6.5** The Executive will choose a representative to attend meetings of the Canadian Association of University Teachers (CAUT). The representative to CAUT will report to the Executive following any

meetings of CAUT.

- 6.6** The Executive may create sub-committees of the Executive to study specific issues and make recommendations to the Executive.
- 6.7** Save and except in the case of gross negligence or willful misconduct, the Association will 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 that 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 that 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** The President will call meetings of the Executive, or will call a meeting within one week of the President receiving a written request signed by any two members of the Executive. The President will 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 two of the following three groups: Faculty of Arts and Science, Faculty of Education and Professional Studies, and CASBU.

- 7.2 Five members of the Executive will 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 will 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, will raise it. The matter will 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 may 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 that 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 will normally be open to Members in good standing. The part of any meeting of the Executive pertaining to personnel or legal matters will be held in camera. The Executive

shall vote to hold discussions in camera on any issue. Only members of the Executive may vote on motions before the Executive.

7.8 The following order of business will 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 Gender Equity and Diversity 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

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 will:

- (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;
- (viii) Vote only in case of a tie when the President or the President's designate, is acting as an ex-officio member at a meeting of any Standing or Special committee meeting of the Association;
- (ix) Designate a member of the Executive to serve as the Association's secretary on an as-needed basis.

8.2 The Past-President will:

- (i)** Serve as an ex-officio member, with voting rights as a full member of the Executive;
- (ii)** Assist and counsel the President and the Executive, as requested, on matters pertaining to the Association.

8.3 The Vice-President will:

- (i)** Carry out the duties of the President during the President's 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 will:

- (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 will:

- (i)** Manage grievances pursuant to the Collective Agreements 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 will:

- (i)** Serve as a liaison with Contract Academic Staff (CAS) and raise issues at the Executive which affect CAS;
- (ii)** Undertake specific duties as outlined elsewhere in this Constitution and in the CASBU Collective Agreement.

8.7 The Community and Labour Relations Officer will:

- (i)** Represent NUFA on the North Bay and District Labour Council (NBDLC);
- (ii)** Maintain and foster connections with labour groups on campus and within the community of North Bay and area;
- (iii)** Mobilize Membership support for labour and community issues and events;
- (iv)** Provide advice to the Executive;
- (v)** Perform such duties as are from time to time requested by the Executive; and
- (vi)** In conjunction with the Communications and

Membership Engagement Officers, organize elections and count ballots per Articles 14 and 15.

8.8 The Communications Officer will:

- (i)** Coordinate internal NUFA Communications (e.g. bulletins, blog posts, NUFA News) to the Membership;
- (ii)** Respond to communication ideas of Members;
- (iii)** Provide advice to the Executive;
- (iv)** Perform such duties as are from time to time requested by the Executive; and
- (v)** In conjunction with the Community and Labour Relations and Membership Engagement Officers, organize elections and count ballots per Articles 14 and 15.

8.9 The Membership Engagement Officer will:

- (i)** Work to increase Membership engagement with NUFA;
- (ii)** Solicit nominations for NUFA Standing Committees in advance of the Annual General Membership Meeting;
- (iii)** Provide advice to the Executive;
- (iv)** Perform such duties as are from time to time requested by the Executive; and
- (v)** In conjunction with the Community and Labour Relations and Communications Officers, organize elections and count ballots per Articles 14 and 15.

9. Election of the Executive

- 9.1** The Executive of the Association, with the exception of the Past-President, will be elected at the Annual General Meeting. The President of the Association will 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 will be publicly announced to the Membership by the President at least 48 hours before the AGM. The President will present the list of all nominees to the Members at the AGM and will 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 will be elected by secret ballot. There will be no voting by proxy. Members who have not voted for Executive positions at the annual general meeting will 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 will 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. The Executive Assistant 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 will approve the appointment of a Member in good standing to fill the vacancy until the next Annual General Meeting.
- 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 will 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 will be convened within one week by the Chair of 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 will be by secret ballot. Removal requires a two-thirds majority of those present and voting at the meeting.

- 11.4** Ten 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 will request a special meeting of the Association within two weeks to deal with the matter. Voting will 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 will be considered vacant and will be filled in accordance with Article 10.

12. Meetings of the Association

- 12.1** The Annual General Meeting of the Association will be held no later than May 31 in each academic year. The agenda of the AGM will be per Article 7.8, except that a "Question Period" be added as item number 5.0 before "Reports from Executive Members" and that the "Election of the Executive and Committee Members" will be item number 7.0, after "Reports from Executive Members".
- 12.2** In addition to the Annual General Meeting, at least one other regular meeting of the Association will be held annually in the Fall.
- 12.3** All meetings of the Association will 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 will 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 will 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, 25 Members will 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 will end on April 30 of each year.
- 13.2** The financial statement and the proposed budget to be presented to the Annual General Meeting will be reviewed by the Executive and bear the signatures of the President, the Vice-President, and the Treasurer. The financial statement will 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 will 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 will be eligible to vote.

14.2 Members of the bargaining unit who have not voted at the special meeting will 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 will provide balloting on the other campuses.

14.3 An agreement will be considered to be ratified if a majority of those voting approve.

15. Strike Action or Other Sanctions

15.1 The Executive will 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 will be eligible to vote.

15.2 Members of the bargaining unit who have not voted at the special meeting will 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 will 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, will apply.

17. Standing and Special Committees of the Association and Non-Association Committees or Other Bodies

- 17.1** Standing Committees will be elected for a term of one year at the Annual General Meeting (AGM) of the Association, except where indicated by this Constitution. The process of nominations and elections to Committees will be per Article 9 on the Election of the Executive.
- 17.2** The President of the Association will 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 will be publicly announced to the Membership by the President at least 48 hours before the AGM. The President will present the list of all nominees to the Members at the AGM and will 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 will be acclaimed to that Committee. If there are not enough nominees for a Committee, the President will solicit further nominees soon after the AGM until all positions have been filled. Vacancies on all Committees will 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 will elect a Chair at their first meeting. With the exception of the Collective Bargaining Committee, the first meeting of Standing and Special Committees will be called by the President or designate. Chairs of Standing and Special Committees will report

to the Executive as required or when requested by the President and will 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:

- (i)** Collective Bargaining Committee
- (ii)** Scholarships Committee
- (iii)** Grievance Committee
- (iv)** Constitution Committee
- (v)** Communications Committee
- (vi)** Social Committee
- (vii)** Gender Equity and Diversity Committee

17.7 The Executive will have the power to appoint or have elected Special Committees of the Association to deal with ad hoc matters.

17.8 The Executive will make appointments to the following non-Association Committees/Bodies:

- (i)** CAUT Defense Fund (trustee and alternate trustee)
- (ii)** University Harassment and Discrimination Committee (one representative)
- (iii)** Joint Health and Safety Committee (one representative from FASBU and one representative from CASBU)
- (iv)** Joint Pension and Benefits Advisory Committee (two representatives)
- (v)** Any newly created University or Joint Committee.

17.9 Members of Standing and Special Committees will 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 will 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 will 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 will 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 will serve until the appointment of a Chief Negotiator occurs after the signing of the next collective agreement.
- (b)** The Chief Negotiators will 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)** representing the Association at meetings of the Ontario Confederation of University Faculty Associations (OCUFA); and
 - (v)** reporting to the Executive as required or when requested to by the President.
- (c)** The Chief Negotiators will serve as the Co-Chairs of the Collective Bargaining Committee. This Committee will 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, will appoint the members of the sub-committees. The term of office of the Members of each sub-committee will be the same as that of the relevant Chief Negotiator (see Article 18.2 a and b).
- (e)** The FASBU sub-committee will include the Chief Negotiators, the President (ex-officio), and up to seven Full-time faculty members, with at least representation from all Faculties.
- (f)** The CASBU sub-committee will 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 each of the following two 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 will 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 will include representation from all Faculties. The CASBU Negotiating Team will 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 will, after consultation with the membership and appropriate information sources, develop bargaining positions and strategies on behalf of the bargaining unit. Prior to initiating collective bargaining with the administration, all bargaining positions and proposals must be approved by the Executive and the bargaining unit.

18.3 Scholarships Committee

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

18.4 Grievance Committee

- (a) This Committee will be composed of the President, the Vice-President, the CASBU Officer, a second CASBU member, and the two Grievance Officers. The President will chair the Committee.
- (b) The Committee will 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 to the Executive about the carriage of a grievance to the formal mediation or arbitration stage. The Executive has final authority on the progress of the grievance to mediation and/or arbitration. 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 will be composed of four members. The Committee may have up to one member who is also a member of the Executive; this member will not serve as Committee Chair.
- (b)** The Committee will 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 will review queries and amendments to the Constitution or the By-Laws proposed by the Membership (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 Chair of the Constitution Committee will act to convene a general membership meeting for the purpose of electing a new Executive, per Article 10.3.

18.6 Communications Committee

- (a)** This Committee will be composed of four members.
- (b)** The Committee will be responsible for publishing a newsletter for members on behalf of the Association and assisting the Executive and all committees with communications. The Executive will be responsible for reviewing all communication on behalf of the Association prior to its distribution.

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

18.8 Gender Equity and Diversity Committee

- (a) This Committee will be composed of four members.
- (b) This committee will be responsible for addressing issues of gender equity and diversity in relation to NUFA Members, including systemic, cultural, and economic issues, particularly, although not exclusively, as they may pertain to discrimination.

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.

By-Laws

By-Law #1 – Grievances

- 1.1** The Executive will determine the extent to which the Association will carry a grievance by a Member or a group of Members to the formal mediation and/or arbitration stage. In making their decision, the Executive will 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 will determine whether or not it is able to provide legal counsel. Under normal circumstances, the Executive will not provide legal counsel. Should it agree to provide legal counsel, the Executive will 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 will attempt to obtain a mutually agreeable solution to the complaint prior to filing a formal grievance. No grievance will 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. Other than course release, Members will not receive remuneration for their service on the grievance committee. In no case will Members be paid for their service to the Association or for their service on the Grievance Committee (that is, the only form of remuneration is the course release), with the exception of CASBU Members, as they are ineligible for course release.

By-Law #2 – Financial Guidelines

- 2.1** NUFA will have a Reserve Account and an Operations Account.
- 2.2** The Reserve Account will 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 will remain under the control of the NUFA Executive and will 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 be sufficient to cover the operating costs of the Association.

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;
- (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);
- (e)** compensation for the CASBU Officer, which will be determined by the CASBU Collective Agreement (see By-law #1.5);
- (f)** compensation for the CASBU Member-at-Large, which will be based on a three-credit course stipend (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 of \$1500 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 will maintain active membership in the Canadian Association of University Teachers (CAUT) and the Ontario Confederation of University Faculty Associations (OCUFA).

By-Law #4 – Political Activity

- 4.1** Endorsements or donations to other unions or labour organizations will be approved by a majority of the Executive. All other political endorsements or donations will require approval by a majority of the NUFA Membership.