

ALGOMA UNIVERSITY FACULTY ASSOCIATION

CONSTITUTION¹

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Article 1: Name

The name of the Association shall be “The Algoma University Faculty Association,” hereinafter referred to as the Association.

Article 2: Purpose

The Association shall have the purpose of advancing teaching, scholarship and research in the University, of maintaining and improving the interests, working conditions and general welfare of the faculty, and, in affiliation with the Canadian Association of University Teachers (CAUT), the Ontario Confederation of University Faculty Associations (OCUFA), and the National Union of Canadian Association of University Teachers (NUCAUT), of contributing to the advancement of the Canadian university community.

Specifically it shall have the purpose (a) of regulating the employment relations between the University and the Academic Staff and (b) of acting as the bargaining agent of the Academic Staff with respect to all matters affecting the Academic Staff, the primary purpose being to engage in collective bargaining to regulate and improve the conditions of employment.

The Association shall be affiliated with CAUT, OCUFA, and NUCAUT.

Article 3: Membership

(a) All Academic Staff, including professional librarians employed by the University, shall be eligible for membership in the Association, excluding the University President, the Academic Vice-President, the Academic Dean, the University Librarian, and other persons coming within the definitions set out in section 1 (3) of the Ontario *Labour Relations Act*, 1995 (S.O. 1995, c. 232), as amended from time to time, that is anyone who “exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations.”

(b) Membership in the Association shall include membership in CAUT, OCUFA, and NUCAUT.

(c) The Executive Committee of the Association is empowered to negotiate with the University an arrangement whereby dues are deducted from members' paycheques.

(d) Members may resign from the Association at any time but must pay Association (union) dues.

(e) For purposes of participation in Association activities and governance, part-time members shall be considered members of the Association for 1 calendar year from the

contract-end date of their last employment contract at the University, or the expiration of any seniority rights they may have accrued, whichever comes last.

Article 4: Election of the Executive

(a) The elected officers of the Association shall be the President, the Vice-President, the Secretary, and the Treasurer. The aforementioned members, together with the immediate Past President, shall constitute the Executive or Executive Committee of the Association.

(b) All members in good standing are eligible to stand for any of the elected positions on the Executive. The election of the new executive will take place during the Annual General Meeting each year, and the new executive will take office officially July 1 of each year. The term of office for elected executive officers shall be one year. All elected members of the Executive Committee are eligible for re-election.

The Motion:

(ii) The executive of the AUFA moves that Article 4 (c) of the AUFA be revised as indicated below:

(c) A Nominating Committee shall be appointed by the Executive on or before February 15th of each year with the power to solicit nominations for each office. The Nominating Committee shall consist of three members in good standing of the Association, one being the Past President of the Association, who shall chair the Committee. If the Past President is not able to chair this Committee, the Executive will appoint another member of the Association to do so.

(d) The Nominating Committee shall place on the official slate of candidates the names of any members who are nominated in writing more than ten (10) working days in advance of the Annual General Meeting by three (3) other members, provided the nominees give their written consent to be candidates. The chair of the Nominating Committee will circulate by email a Nomination Form at least four weeks (28 days) before the Annual General Meeting, and this form shall be used by members seeking to submit nominations. Nomination Forms must be submitted to the Chair of the Nominating Committee.

(e) Five (5) working days prior to the date of the Annual General Meeting, the names of all nominees shall be sent to all members. In the event that no nomination has been circulated by the Nominating Committee with respect to an executive position(s), nominations may be made from the floor during the Annual General Meeting with respect to the executive position(s) in question.

(f) Elections, if necessary, shall be conducted by secret ballot and shall generally proceed in the following order: President, Vice President, Secretary, and Treasurer. In

all cases, the candidate receiving a majority of votes cast shall be elected to office. If more than two persons are nominated and no candidate receives a majority of votes cast, the person receiving the fewest votes shall be removed from the ballot and the process repeated until a candidate is elected. In the event of a tie, a full balloting of the membership shall be conducted by the Nominating Committee within 10 days of the Annual General Meeting at which these elections were conducted. Only members of the Association in good standing shall be entitled to vote.

(g) If at any time the office of the President should become vacant during a term of office, the Vice-President shall become President. If an office in the Executive other than that of the President should become vacant during a term of office, the Executive shall appoint a member in good standing to this office to serve until the expiration of that term of office.

Article 5: Executive Committee

(a) It shall be the duty of the Executive to carry on the business of the Association as directed by the members and to investigate and report on matters of interest to the Association.

(b) As per Article 13:03 (a) of the FTCA the President of the Faculty Association "is not eligible to serve" on the Peer Review Committee (PRC).

(c) The AUFA Executive, their heirs, executors, and administrators and estates shall be indemnified and saved harmless out of the funds of AUFA pursuant to Section 80 of the *Corporations Act* (R.S.O. 1990, c. 38) as amended.

(d) The Executive will have at its disposal a disbursement the equivalent of a 9-credit stipend or overload to be distributed to any member(s) of the Executive for service on the AUFA Executive, as determined by the Executive. This sum will be in accordance with the AUFA collective agreement that defines the allotted sum per each 3 credits of overload stipend. [Moved here from Article 4; is 4(d) in current Constitution. Note that current and past practice is for the president of the AUFA to receive the 6-credit course relief or equivalent stipend that comes from the University via the FTCA. The 3-credit stipend that comes from the University for a part-time member goes to one of the part-time members of the AUFAE, and the 9-credit stipend mentioned in 5 [d] is divided equally among the other three members of the AUFAE.]

Article 6: Duties of the Executive

(a) The President shall

i) Be the elected senior officer and a voting member of the Executive Committee;

- ii) Be the spokesperson and correspondent for the Faculty Association;
- iii) Be responsible for enforcing the by-laws and policies of the Association, for co-ordinating the work of all Association officers, and for insuring that all officers and members comply with the obligations and duties of their positions.
- iv) Be responsible for meetings between the Association and the Administration of the University;
- v) Call and chair all Association and Executive meetings, or designate other members in good standing to chair such meetings and/or to serve as parliamentarians;
- vi) Represent the Faculty Association on the Joint Consultative Committee (JCC) and appoint one other member of the Executive also to sit also the JCC;
- vii) Be an *ex-officio* member of all Association committees, except the Nominating Committee;
- viii) Have the authority to appoint, on behalf of the Executive Committee, *ad hoc* committees to investigate matters of interest to the Association;
- ix) Take initiatives for the good and welfare of the Association on any matters related to the Association, subject to the approval of the members, and have the right to look into any matter falling under the jurisdiction of the Association;
- x) Be responsible for reviewing when requested the letters of offer received by candidates for positions at the University, or for delegating to other members of the Executive Committee this responsibility;
- xi) With the Treasurer, co-sign all cheques drawn on the Association account;
- xii) Attend CAUT meetings, or appoint a delegate to attend these meetings; and
- xiii) Chair both the Full-Time and the Part-Time Collective Bargaining Committees.

(b) The Vice-President shall

- i) Be an elected and voting member of the Executive Committee;
- ii) Assist the President in the performance of his/her duties when requested, and replace the President in his/her absence, in which case the Vice-President shall exercise the full power of the President;

- iii) In the absence of the President, co-sign with the Treasurer all cheques drawn on the Association account;
- iv) Oversee the handling of grievances and arbitrations;
- v) In the event of a vacancy in the office of the President, become the President for the unexpired time in the term of office;
- vi) Be responsible for meeting with candidates for full-time positions at the University during their interviews, or for delegating to other members of the Executive Committee or to members in good standing this responsibility; and
- vi) Represent the Association at OCUFA Board meetings, unless another member of the Executive Committee agrees to do so.

(c) The Treasurer shall

- i) Be an elected and voting member of the Executive Committee;
- ii) Be entrusted with the funds of the Association, approve all cheques to be signed for expenses of the Association, deposit immediately all monies he/she receives on behalf of the Association, and co-sign all cheques with the President or, in his/her absence, the Vice-President;
- iii) Be responsible for the bookkeeping records of the Association and for preparing and presenting financial reports to the executive or to the membership when requested to do so by the President;
- iv) Monitor the monthly dues that the University collects on behalf of the AUFA and remits "monthly" to the Association no later than the 10th day of the following month," as per the FTCA and the PTCA;
- v) Be responsible for keeping track of the record supplied by Administration of the names and ranks of the members from whose salaries deductions have been made and the amount so deducted from every member's salary;
- vi) Forward the mil rate payments to CAUT, OCUFA, NUCAUT, and other such associations of which the Association is a member; and
- vii) Prepare a report for the fiscal year ending June 30th, which will be presented to the general membership at the first General Meeting each year during the Fall term. This Treasurer's Report shall include an externally audited income statement if such a statement has been mandated by a majority vote of the Association membership at a previous meeting, or if the Treasurer has been

directed to supply such a report by the President.

(d) The Secretary shall

- i) Be an elected and voting member of the Executive Committee;
- ii) Prepare and distribute notices of all general membership meetings at least 5 working days prior to such meetings;
- iii) Keep minutes of Executive Committee meetings and the General Meetings;
- iv) Keep an up-to-date list of the membership of the Association;
- v) Submit, when requested or annually, up-to date contact information for the Executive Committee to CAUT, OCUFA, and NUCAUT; and
- vi) Chair the Association's Communication Committee.

(e) The Past-President shall

- i) Be a voting member of the Executive Committee;
- ii) Provide advice and counsel to members of the Association and the Executive, based on his/her experience and knowledge of Association matters; and
- iii) Chair the Nominating Committee.

(f) Any of the executive duties outlined above may be re-assigned, if a majority of the members of a given executive is in agreement about this re-assignment.

Article 7: Removal of Members of the Executive

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

(b) A number of members equal to one third (1/3) of the full-time members of the Association in good standing, or three members of the Executive Committee, can request a vote of non-confidence with respect to a member, or members, of the Executive for reason of gross neglect of duties. The request, outlining the reason(s) for non-confidence and signed by petitioners, shall be sent to the Secretary who must call a special meeting of the Association to address the matter. If the non-confidence motion implicates the Secretary, the petition may be presented to any other serving member of

the Executive who shall be responsible for ensuring that the requirements of this article are met. Notice of the meeting at which the non-confidence motion shall be considered shall include a complete copy of the original request and must be circulated to the full membership, at least 5 (five) working days in advance of the scheduled meeting. Provided that quorum has been met, voting at the special meeting shall be by secret ballot. Removal requires a two-thirds majority of those present and voting at the meeting.

(c) 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 4 (g).

Article 8: Officers and Standing Committees

(a) The President, on behalf of the Executive, may establish such committees as the Executive shall deem appropriate to assist it in carrying out its responsibilities; and it may delegate to such committees such powers as it shall deem necessary for the implementation of its policies; and it may appoint to such committees any person who is a member in good standing of the Association.

(b) All committees dealing with collective bargaining and with the administration of a Collective Agreement, including grievance handling shall only be established or abolished by amendments to the Constitution.

(c) Members of the collective bargaining committee(s) will be nominated by the Executive. [Moved here from Article 4; is 4(b) in current Constitution.]

(d) The Chairperson of each standing committee, or his/her designate, shall report on activities of the committee at least once a year at the Annual General Meeting, and as requested by the Executive.

(e) In order to deal with collective bargaining and with the election of the President, the Vice-President, the Secretary, and the Treasurer of the Association, there shall be the following standing committees of the Association:

i) Nominating Committee:

The Nominating Committee shall be chaired by the Past President or, if the Past President is not able to chair this Committee, by any other member of the Association appointed by the Executive for that purpose. In addition to the committee chairperson, at least two other members in good standing shall be appointed at the annual general meeting to serve for one-year terms on this committee. Aside from the Committee's chairperson, the members appointed to this committee may not be currently serving on the Executive Committee. Appointments are renewable.

ii) Collective Bargaining Committee (FT):

The Collective Bargaining Committee (FT) shall be chaired by the President of the Association, who shall not have a vote on the Committee. The Chief Negotiator (FT) shall take office within 90 days of the signing of a new Full-Time Collective Agreement (FTCA) and shall serve until after the signing of the next FTCA. The Collective Bargaining Committee (FT) shall consist of the President of the Association, both Chief Negotiators, and the members of the Full-Time Negotiating Team.

iii) Collective Bargaining Committee (PT):

The Collective Bargaining Committee (PT) shall be chaired by the President of the Association, who shall not have a vote on the Committee. The Chief Negotiator (PT) shall take office within 90 days of the signing of a new Part-Time Collective Agreement (PTCA) and shall serve until after the signing of the next PTCA. The Collective Bargaining Committee (PT) shall consist of the President of the Association, both Chief Negotiators, and the members of the Part-Time Negotiating Team.

(f) In preparing for negotiations, each Bargaining Committee shall consult with the membership in the process of developing bargaining positions and strategies on behalf of the Association. Prior to initiating collective bargaining with the administration, the Executive shall present the Association's bargaining positions and proposals to the membership for approval.

(g) The Chief Negotiators (FT) and (PT) shall be responsible for

(i) Leading the negotiations of new collective agreements, full time and part time respectively;

(ii) Conducting research on salaries and benefits;

(iii) Directing the preparation of proposals for discussion by the Bargaining Committee;

(iv) Informing the membership on matters relating to the negotiation and administration of collective agreements, when requested to do so by the President;

(v) Reporting to the Executive as required or when requested to do so by the President;

(vi) Sitting on both Bargaining Committees—PT and FT; and

(vii) Attending CAUT's annual Forum for Chief Negotiators (Chief Negotiator-FT, or Chief Negotiator-PT if Chief Negotiator-FT is unavailable), and attending OCUFA's CBC meetings.

(h) The following stipends will be paid to Chief Negotiators: during a bargaining year (the year after a CA has expired), the equivalent of a 3-credit course stipend; and during non-bargaining years, the equivalent of a 1.5-credit course stipend.

(i) The following stipend will be paid during a bargaining year (the year after a CA has expired) to each member of an AUFA Negotiating Team who occupies the second or third chair: the equivalent of a 1.5-credit course stipend.

(j) In order to deal with the management of grievances pursuant to the Collective Agreements on behalf of members of the Association, two Grievance Officers will be appointed by the Executive: a Grievance Officer (PT) and a Grievance Officer (FT). One of the Grievance Officers has the additional duty of representing AUFA at the meetings of the OCUFA Grievance Committee. The term of office for the Grievance Officers shall be one year.

Article 9: Meetings and Ratification

(a) The Annual General Meeting of the Association shall be held during the Winter term of each year, no later than April 30th. The election of the new executive will take place during the Annual General Meeting each year. A General Meeting of the Association shall be held during the Fall term of each year.

(b) Additional meetings may be held at the call of the Executive or at the written request to the Secretary of five (5) members of the Association. The President must call a General Meeting of the Association within 20 working days of the receipt of such a written request.

(c) For all General Meetings the membership shall be given at least five (5) days notice (with Saturdays, Sundays and University holidays excluded). Notice shall specify the expected business on the agenda.

(d) A quorum for any membership meeting during the regular term shall be a number equal to one third (1/3) of the full-time members in good standing. For any given academic year a special summer quorum may be set at a meeting called for that purpose.

(e) The Treasurer's Report for the fiscal year ending June 30th will be presented at the first General Meeting held in the Fall term each year. This Report shall include an externally audited income statement if such a statement has been mandated by a majority vote of the Association membership at a previous meeting, or if the Treasurer has been directed to supply such a report by the President.

(f) For the purpose of ratification of a proposed Collective Agreement, on a working day not more than five (5) working days before a ratification vote, the Executive shall call a meeting of those in the affected bargaining unit with at least forty-eight (48) hours

notice, during which the president or his/her appointee will explain the terms agreed upon with the University's negotiators.

(g) A ratification vote shall be held by secret ballot of members of the affected bargaining unit. A majority of those voting shall decide whether the tentative agreement is to be accepted or rejected.

(h) All ratification votes shall be conducted over five (5) consecutive working days.

(i) Notwithstanding the foregoing, any strike vote taken by the Association shall be conducted in a manner that is consistent with, and meets the requirements of, the *Labour Relations Act, 1995* (R.S.O. 1995, c. 232), as amended from time to time.

Article 10: Amendments

(a) Amendments to this Constitution may only be made at a General Meeting of the Association by a two-thirds majority vote of the members present at that meeting.

(b) A notice of motion to amend this Constitution shall be distributed to the members by the Secretary as directed by the Executive at least five (5) working days prior to the date of the meeting at which such motion is to be made.

(c) Unless otherwise stated, amendments shall take effect immediately upon adoption.

(d) Amendments may be initiated by the Executive or by a number of members equal to one-third (1/3) of the full-time members of the Association in good standing sending their proposed amendment in writing to the Executive.

(e) Upon receipt of a proposed amendment, the Executive shall ensure that the proposed amendment is circulated, along with the notice of the meeting, before the next General Meeting of the Association.

Article 11: Dues and Fees

(a) Dues will be determined by the members during a duly constituted General Meeting. Proposed changes to the level of dues are to be made by the Executive, with notice of the proposed change circulated to the members of the Association in writing at least five (5) working days before the meeting. Fifty percent plus one of those voting at the meeting shall be sufficient to approve a change.

(b) The Executive may from time to time make provision for a Special Levy against each member of AUFA 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 members have received written notice of intent at least five (5) working days before the meeting

(c) Members shall have their dues payments suspended and fees waived while they are on unpaid leave, long-term disability, or for periods when they are between employment contracts and not drawing pay as bargaining unit members.

d) The dues paid by members in the full-time unit are as follows: 1% of base salary (regular dues) and 0.15% of base salary (strike fund dues). Base salary is gross salary, but excludes compensation for teaching overload courses. While a faculty member is on sabbatical the membership fee is based on the faculty member's sabbatical salary.

(e) The dues paid by members in the part-time unit are as follows: 2% of the gross salary of the first course taught each term (regular dues) and 0.15% of the gross salary of each course taught each term (strike fund dues). If a sessional instructor is contracted to teach more than one course in any term, he/she pays regular dues that term only on the gross salary for one course.

(f) The dues paid by lab instructors are as follows: 1% of the gross salary of the first lab taught each term (regular dues) and 0.15% of the gross salary of each lab taught each term (strike fund dues). If a lab instructor is contracted to teach more than one lab in any term, he/she pays regular dues that term only on the gross salary of one lab.

[Note: These are the regular dues now being paid by faculty and lab instructors, dues that must have in the past been ratified during General Meetings. Strike dues were ratified during the General Meeting of April 14, 2009. In other words, what is new here is the inclusion of a reference to these dues in the Constitution, not the dues themselves.]

Article 12: Voting and Parliamentary Procedures

(a) The Chairperson of a meeting of the Association shall not vote. In the case of a tie vote, the motion shall be held to fail.

(b) The Chairperson of a meeting of the Executive Committee shall have a regular vote. In the case of a tie vote, the motion shall be held to fail.

(c) The Chairperson of an *ad hoc* or standing committee of the Association, other than the Collective Bargaining Committee, shall have a regular vote. In the case of a tie vote, the motion shall be held to fail.

(d) The Chairperson of the Collective Bargaining Committee shall not vote. In the case of a tie vote, the motion shall be held to fail.

(e) *Robert's Rules of Order* (Newly Revised) shall govern the Association in any matters wherein they are not superseded by this Constitution, special rules of order, and such

other policies as may be approved by the membership at a meeting of the Association.

(f) Any votes required to be taken under the *Labour Relations Act* of Ontario shall be conducted in a manner consistent with said Act.

¹ Revised and amended April 14, 2011; March 2, 2011; April 14, 2009; April & July, 2005; January 24 & February 2003; and September 5, 2000, incorporating such amendments as have been made to date to the original Constitution, which was adopted on November 20, 1967.