

# ACADIA UNIVERSITY FACULTY ASSOCIATION CONSTITUTION

Amended (September 2009)

## ARTICLE I NAME

The name of this organization shall be The Acadia University Faculty Association. The abbreviated title shall be AUFA.

## ARTICLE II DEFINITIONS

1. All references to 'the Association' shall refer to AUFA; all references to 'the Board' shall refer to the Board of Governors of Acadia University.
2. AUFA represents one bargaining unit of Full-Time Employees and Part-Time Employees.

A Full-Time Employee is defined as 1) an Employee appointed to a tenured, tenure-track, CLT, probationary, or continuing appointment on a full-time basis; 2) an Employee appointed to a fractional full-time appointment for a given fractional period.

A Part-Time Employee is defined as 1) an Employee who has received from the President of the University a letter, whose terms include specific reference to part-time employment; 2) an Employee who teaches through Distance and Continuing Education on a part-time basis.

3. The term "be received by the members" refers to the day the item is deposited in the university mail or sent by electronic mail.
4. The term "Union Officer" is used to refer to the person employed in that position by AUFA.
5. The "Grievance Officer" refers to the senior member of the Association Grievance Committee.
6. The "Association Grievance Committee (AGC)" shall consist of a Senior Grievance Officer, 2 Junior Grievance Officers, and a Research Officer.

## ARTICLE III OBJECTIVES

1. To promote the independence and freedom of teaching, of thought and of research within the University.
2. To promote the interests and welfare of Employees, the interests and welfare of AUFA and, insofar as these interests coincide, to promote the interest of CAUT.
3. To express member opinion on matters pertaining to their professional and material status and the betterment of higher education and the University, to perform such actions as may be consistent with this objective, and to seek to maintain high academic standards within the University.

4. To act as the bargaining agent in all matters of employer-employee relations including salaries and working conditions for the bargaining unit certified by the Labour Relations Board of Nova Scotia.
5. In selecting members for committees, the members collectively and in committee shall make every effort to ensure equitable representation of the membership, including gender equity.

#### ARTICLE IV MEMBERSHIP

1. All members of the bargaining unit and all persons who have part-time or CLT contracts at any time during the current academic year (1 July – 30 June) are eligible for membership in AUFA. Part-time faculty continue to be represented by AUFA as long as they remain on the precedence list.
2. Associate membership is open to non-members at the discretion of AUFA. Election of such persons to associate member status shall be at regular meetings of AUFA. Upon application, retired members and those on family leave shall be granted Associate member status.
3. Associate members shall not have the right to vote. They shall not be eligible for election to the Executive.
4. Herein, any reference to ‘member’ shall be taken to mean a regular member of AUFA (not an associate member) unless otherwise specified.
5. Only members of AUFA are entitled to vote at meetings of AUFA. With the consent of the meeting, nonmembers may be invited to speak and participate in debate. Only members are eligible to serve as voting members on any committee of AUFA. On occasion committees may co-opt non AUFA Members as non-voting members.

#### ARTICLE V EXECUTIVE OFFICERS

1. All members of AUFA shall be eligible for election to the Executive.
2. The Executive officers of the Association shall consist of President, Vice-President, Secretary, Treasurer, the immediate Past President, and four members at large with at least one member-at-large being a Part-Time Employee.
3. All Executive members shall hold office for one year, and all shall be eligible for re-election.
4. No one shall be permitted to serve on the Executive Committee for more than five years consecutively.
5. Duties:
  - (i) The Executive shall be responsible for carrying out the policies as decided by the Association and for furthering the purposes of the Association.

- (ii) The Executive shall initiate consultation and shall be responsible for liaison with provincial and national organizations in all matters of direct mutual concern.
- (iii) The Executive shall act as the liaison organization between AUFA and the University administration and the Board of Governors.
- (iv) The Executive shall carry on business on behalf of the Association between general meetings and investigate and report on matters of interest to the Association.
- (v) The Executive shall call regular and special meetings of the Association in the manner set forth in Article IX below.
- (vi) The Executive shall have power to receive such funds as may be voted by the Association in the form of dues or assessments to further the purposes of the Association, and shall expend such funds as directed by the Association.
- (vii) Cheques shall be signed by any two authorized officers of the Association. The authorized officers shall normally be any two of the President, the Vice-President, and the Treasurer.
- (viii) The Executive shall name an accountant to examine the books of the Association and to certify the Treasurer's financial statement prior to its presentation at the annual first general meeting after the end of the fiscal year.
- (ix) The Executive shall appoint Standing and ad hoc committees as outlined in Article XI and XIII below with the exception of the Nominating and Negotiating Committees which shall be elected as outlined below.
- (x) The Treasurer's portfolio shall include responsibility for the Association's finances, and involve:
  - (xi)
    - a. providing a tentative budget for the following year at the Annual General Meeting;
    - b. providing a financial overview of the Association's finances at the Annual General Meeting;
    - c. providing a budget and the accountant's financial report at the first full meeting after the end of the fiscal year.
- (xii) The Secretary's portfolio shall include public relations.
- (xiii) The Union Officer shall place the current constitution on the Association's web page.

- (ix) The Executive is responsible for ensuring that the newsletter, the AUFA Communicator, is published and distributed, normally four times a year.
- (x) The Executive Committee in consultation with the Senior Grievance Officer is responsible for conducting a survey of the membership in order to determine negotiating priorities prior to negotiations, normally no later than 15 September of the year the Collective Agreement expires. The Executive Committee shall communicate these priorities to the members of the Financial Benefits Committee, the Working Conditions Committee, the Appointments, Renewal, Tenure and Promotion Committee, and the Proposals Review Committee.

#### ARTICLE VI COLLECTIVE AGREEMENTS AND MEMORANDA OF AGREEMENT

1. A negotiated Collective Agreement must be ratified by the membership before being signed by any officer or agent of AUFA. All AUFA members shall have the right to vote on the proposed Agreement. A ratification vote shall normally take place at a duly constituted meeting of all members eligible to vote, and approval shall be by simple majority. Only three motions shall be permitted: to ratify, to reject, or to refer back to the Negotiating Committee with instructions.
2. AUFA shall not be bound by a Memorandum of Agreement signed by any officer or agent of AUFA unless:
  - (i) that officer or agent has been instructed to enter into such an agreement at a meeting of AUFA,

OR

  - (ii) the text of the proposed or potential Memorandum of Agreement and any relevant documentation has been received by the membership and a period of fifteen (15) days has elapsed and the proposed Memorandum has not been rejected by means of the procedure described in Article VI.
3. If within five (5) days of a proposed or potential Memorandum of Agreement being received by the members, the Executive is petitioned through the Union Officer in writing to reject or amend the proposed memorandum by no fewer than ten (10) members, then the Executive shall call a special meeting to take place within fifteen (15) days of the proposed Memorandum being received by the members.

The notice for the meeting shall include a copy of the petition. The quorum for such a meeting shall be the same as the quorum for a regular meeting. Article VI, 2(a) notwithstanding, if a motion to reject or amend the proposed Memorandum is not passed at a special meeting, then the Memorandum shall be signed or made to come into effect unchanged except for editorial corrections from the proposed Memorandum distributed to the membership.

#### ARTICLE VII FISCAL YEAR

The fiscal year of the Association shall be July 1 to June 30 of the following year.

## ARTICLE VIII FEES

Annual union dues shall be determined by the Association at the Annual Meeting to take effect on July 1 following the Annual Meeting.

## ARTICLE IX MEETINGS

1. The meetings of the Association shall be presided over by a Chair or Deputy Chair, such persons to be elected by the membership at the Annual Meeting of the Association and to serve for the following academic year.
2. General meetings of the Association are scheduled for the third Tuesday of the months of September, October, November, January, February, March and April, but need not take place if there is insufficient business, provided that at least three meetings are called each year, one of which must be the Annual Meeting. The February meeting will be held on the 4<sup>th</sup> Tuesday of the month should the 3<sup>rd</sup> Tuesday fall during Reading Week.
3. The April general meeting shall be called the Annual Meeting.
4. The President shall meet with the Executive and the Chair or Deputy Chair as appropriate at least two weeks prior to all scheduled general meetings to prepare the agenda for those meetings.
5. Only members and associate members may attend meetings. Others may attend a given meeting if so invited by the members.
6. Agenda for general meetings and notice of motion given by the Executive or by any of the Committees of the Association must be received by the members at least seven days prior to the day of the meeting.
7. All notices of motion from members must be received by the members not less than four days prior to the day of a general meeting.
8. Special meetings may be called by the Executive or on demand of any ten of the members. Such meetings require notice of not less than two full working days (excluding the day of the meeting) and shall be held within two weeks of receipt of the demand.
9. Special meetings of the Executive shall be called at the discretion of the President or in his/her absence by the Vice-President.
10. A quorum for regular and annual meetings of the Association shall consist of ten per cent (10%) of the members. A quorum for ratification meetings described in VI(1) shall be 10% of the members.
11. A quorum for meetings of the Executive shall consist of 50% of the members of the Executive.
12. Procedure at all meetings of the Association and of the Committees of the Association shall be according to Robert's Rule of Order (latest edition).

13. The union officer shall normally attend all meetings of AUFA and its executive and shall take minutes as requested.

#### ARTICLE X ELECTION OF OFFICERS

1. The Executive officers of the Association shall normally be elected at the Annual Meeting in each year, and shall serve from 1 May until 30 April next.
2. The Executive officers shall be nominated by a Nominating Committee elected in the manner outlined in Article XI 3 (a) to (f). The Nominating Committee shall inform members of the Association by mail of the nominations it has made at least two weeks in advance of the Annual Meeting. The Nominating Committee shall make every effort to ensure equitable representation of the membership on the executive. Additional nominations can be made in advance in writing to the Union Officer, or from the floor. Prior to the meeting the Union Officer shall communicate to the membership the names of all nominations to all positions.
3. In the event that an office should be come vacant during the year, for reasons other than those outlined in Article XVI, the procedure outlined in Article X, 2 above will be followed to fill the vacancy at the next meeting of the Association. Until the election takes place the Executive may make a temporary appointment to fill the vacancy.

#### ARTICLE XI STANDING COMMITTEES

1. There are eight standing committees of the Association. The Executive shall make every effort to ensure equitable representation of the membership on all Standing Committees.
  - (i) The Financial Benefits Committee (FBC) which shall be concerned with the operation of the pension and insurance plans and their application to members of the Association, and shall be responsible for drafting proposals to be included in the Collective Agreement concerning salary, pension, individual and group benefits, and financial exigency for consideration by the membership.

Two members of the Negotiating Committee (XI 4), shall serve as *ex officio* members of the FBC. The members of the Committee shall jointly select a Chair. The FBC shall conduct a number of Round Table meetings of the membership to provide information and receive feedback necessary to prepare their draft proposals. By 1 December of the year in which the Collective Agreement expires, the Chair of the FBC shall submit draft proposals to the Proposals Review Committee, based on the results of the survey (ARTICLE V (5) (xiv)) and feedback received from the membership during Round Table meetings.

- (ii) The Working Conditions Committee (WCC), which shall be responsible for drafting proposals to be included in the Collective Agreement concerning workload and general working conditions, grievance, arbitration, existing practices, discrimination, academic freedom and management rights for consideration by the membership.

Two members of the Negotiating Committee (XI 4) shall serve as *ex officio* members of the WCC. The members of the WCC shall jointly select a Chair. The

WCC shall conduct a number of Round Table meetings of the membership to provide information and receive feedback necessary to prepare their draft proposals. By 1 December of the year in which the Collective Agreement expires, the Chair of the WCC Committee shall submit draft proposals to the Proposals Review Committee, based on the results of the survey (ARTICLE V (5) (xiv)) and feedback received from the membership during Round Table meetings.

- (iii) The Appointments, Renewal, Tenure and Promotion Committee (ARTPC), which shall be responsible for drafting proposals to be included in the Collective Agreement concerning appointments, reappointments, promotion, tenure, and leaves for consideration by the membership.

Two members of the Negotiating Committee (XI 4) shall serve as *ex officio* members of the ARTCP. The members of the ARTCP shall jointly select a Chair. The ARTCP shall conduct a number of Round Table meetings of the membership to provide information and receive feedback necessary to prepare their draft proposals. By 1 December of the year in which the Collective Agreement expires, the Chair of the ARTCP shall submit draft proposals to the Proposals Review Committee, based on the results of the survey (ARTICLE V (5) (xiv)) and feedback received from the membership during Round Table meetings.

- (iv) The Proposals Review Committee (PRC), which shall be responsible for drafting proposals to be included in the Collective Agreement concerning legal and technical matters, including the preamble, definitions, date of signing, etc. The PRC shall also review the draft proposals received from the pre-negotiating Committees and revise them as required to constitute a set of clear and consistent proposals for negotiations.

The PRC shall be composed of the Chairs of the three pre-negotiating committees, the President, Vice-President, Senior Grievance Officer, Records Officer of the Negotiating Team, and Chief Negotiator who shall be a non-voting member. The members of the PRC shall jointly select a Chair. The Chair of the PRC shall submit the revised proposals to the membership for approval at a general meeting of the Association, normally no later than 1 March of the year in which the Collective Agreement expires.

The PRC shall conduct a second membership survey once the general set of proposals have been approved by the membership in order to determine which specific proposals have top priority, normally no later than the 1 April of the year in which the Collective Agreement expires. The results of the PRC survey shall only be known by and released at the discretion of the President and Chief Negotiator for the purpose of conducting negotiations.

- (iv) The Nominating Committee which shall nominate the Executive Officers, as outlined in Article X 2 above.
- (vi) The Negotiating Committee which shall represent AUFA in negotiations with the Board.

- (vii) The Association Grievance Committee (AGC) consisting of a Senior Grievance Officer, two Junior Grievance Officers, and a Research Officer. The AGC is autonomous from the AUFA Executive so that when the AGC turns down a grievance, grievors can appeal to the Executive to carry the grievance. The Executive may then uphold the AGC decision or direct the AGC to represent the member. While the AGC can make decisions to carry grievances independently of the Executive, the Executive retains the right to decide whether or not a grievance should go forward to arbitration. The Senior Grievance Officer shall ordinarily take the job for a term of no less than 3 years. Ordinarily, the Senior Grievance Officer will accept this position immediately after having served as one of the Junior Grievance Officers. The Senior Grievance Officer will qualify for one of the two six-credit course releases available to the Association and not reserved for the President of the Association through the relevant article of the Collective Agreement. [Currently, Article 17.35] Any member of the Committee shall step down if a majority of the Committee is so agreed and the Executive confirms the recommendation of the Committee, or if a majority of the Executive determines it to be in the best interests of the membership.

The AGC shall meet regularly (not less than once per month) to discuss all complaints and to decide collectively whether or not to proceed with a formal grievance. Regular meetings during which all cases on the docket are reviewed should ensure that all complaints receive due process. At least one member of the AGC shall report to the Executive at regularly scheduled meetings of the Executive.

- (viii) The Media Committee shall be responsible for external communication and media relations on behalf of the Association. The Media Committee shall normally be composed of three to five members, including the Secretary of the Association.
2. The membership of these committees with the exception of the Nominating and Negotiating Committees shall be determined by the Executive and announced to the membership at the first meeting in the fall each year. All committees, with the exception of Nominating, Negotiating, Association Grievance, and Media Committees, shall assume office for a period of one year as of the first fall meeting. The Nominating Committee shall serve until a new committee is elected. The Negotiating Committee shall serve until a new contract is signed, unless the Membership or the Committee deems that the Committee should be replaced. Membership of the AGC shall extend in rotations as required to ensure that the Senior Grievance Officer occupies that position for a period of at least three years, ideally after having served for not less than one year as a Junior Grievance Officer. Members of the Media Committee (excepting the current Secretary of the Association) shall serve for three-year terms beginning 14 months prior to the expiry of the Collective Agreement. Committee members removed under the procedures outlined in Article XVI.1 shall not be re-appointed to their position by the Executive.
  3. The Nominating Committee shall consist of five members who will be elected as follows:

- (a) As soon as possible after the first meeting of AUFA in the fall (to be held no later than October 31), the Union Officer shall issue a call for nominations for members of the Nominating Committee.
- (b) Only persons who have been members of the Association for the previous academic year are eligible for election to the Nominating Committee. No member may be elected to serve on the Nominating Committee of the Association for more than three consecutive years. Those nominated will indicate their willingness to serve to the Union Officer prior to the issuance of the ballot.
- (c) The Union Officer will prepare a ballot from the nominations received and distribute it to the full membership within one week of the close of nominations.
- (d) Each member of the Association may vote for up to five (5) persons from among those nominated by returning the ballot to the Union Officer within one week of receiving the list. Each member will have five votes but no member may give more than one vote to any one (1) candidate.
- (e) The leading five candidates by total vote tally shall serve on the Nominating Committee. Ties will be resolved through run-off elections.
- (f) Should a vacancy(is) arise in the Nominating Committee during the year, if necessary the vacancy(is) shall be filled by the Executive.

4. Negotiating Committee:

- 4. A The Negotiating Committee shall include a member of the Executive who shall be chosen by the Executive, and shall normally be composed of five other members elected by the membership. Normally, the Negotiating Committee shall include a Professional Librarian, an Instructor, and a Part-time Employee. The Negotiating Committee may co-opt other members. Every effort shall be made to ensure equitable representation of the membership on the Negotiating Committee.
    - (a) The Executive shall nominate members to the Negotiating Committee, including a Chief Negotiator, giving two weeks' notice of motion for these nominations. Members may nominate additional persons, giving at least one week's notice of motion.
    - (b) The election shall take place by secret ballot at a meeting of the Association.
    - (c) In the event that a vacancy occurs in the Negotiating Committee during its term of service, the Executive shall, in consultation with the remaining members of the Negotiating Committee, make an appointment to fill the vacancy.
  - 4. B Notwithstanding the language of 4A, Nothing in this constitution shall prevent AUFA from including nonmembers on any negotiating committee.
5. All committees shall report at the annual meeting each year.

6. The President of AUFA or his or her designate shall be an ex-officio member of all committees of AUFA with the exception of the Nominating and Negotiating Committees.

## ARTICLE XII JOINT COMMITTEES

The Executive shall name members to joint committees of AUFA and the Board, according to the terms of the Collective Agreement.

## ARTICLE XIII AD HOC COMMITTEES

The Association may establish any number of "ad hoc" committees on any matter within the interest of the Association.

## ARTICLE XIV AMENDMENT

This Constitution may be amended at any meeting of the Association provided that two-thirds of the members present and voting concur and that at least two week's notice of proposed amendments be given in writing through the Secretary.

## ARTICLE XV BY-LAWS

The Association may, by a simple majority vote of those present and voting, write any By-Laws not inconsistent with this Constitution provided that one week's notice of any alterations or additions to the By-Laws be given in writing through the union officer.

## ARTICLE XVI REMOVAL OF OFFICERS

1. Any member of the AUFA Executive, member of an AUFA Standing Committee, or AUFA representative on a joint committee, may be removed before the expiration of his/her term of office, by resolution passed by a two-thirds majority of the votes cast at a meeting of members of which notice specifying the intention to pass such resolution has been given.
2. Any member of the AUFA Executive, member of an AUFA Standing Committee, or AUFA representative on a joint committee, may be removed before the expiration of his/her term of office, by resolution at a meeting of the Executive, passed by a vote of at least six (6) members of the Executive.
  - (i) The decision by the Executive to remove a member of the AUFA Executive, member of an AUFA Standing Committee, or AUFA representative on a joint committee, must be placed before the membership for acceptance or rejection at a Special Membership Meeting held within thirty (30) days, pending which the member shall be suspended from his/her office. Notice of motion to ratify the Executive's decision shall be given for this meeting.
3. In the event that a motion passed as in XVI.1 above requires the resignation of more than one-third of the members of the Executive, a meeting of the nominating committee shall be held without delay, to appoint interim members of the Executive as required. A

Special Membership Meeting will then be held within 14 days to reconstitute the Executive, as per the procedures outlined in Article X, 2.

**BY-LAW 1**

Should a motion of the Executive identified as an "item requiring immediate action" be placed on the Agenda as a Notice of Motion for any duly scheduled General Meeting of the Association and should this meeting fail to convene due to the lack of a quorum, the Executive is empowered to act on behalf of the Association on such a motion as if it had been adopted at the duly scheduled General Meeting.

**BY-LAW 2**

The Executive is empowered to spend up to \$4000 without prior approval of the membership and that any such expenditure over \$1000 shall be reported to the membership at the next meeting of the membership.

**BY-LAW 3**

The Association Grievance Committee is empowered to spend up to \$4000 on legal advice without prior approval of the membership. Any such expenditure over \$1000 shall be reported at the next meeting of the membership.