

## MEMORIAL UNIVERSITY OF NEWFOUNDLAND FACULTY ASSOCIATION CONSTITUTION

(This copy of the Constitution contains amendments approved by General Meetings up to and including that of April 16, 2019.)

### **Article I**      **NAME**

Memorial University of Newfoundland Faculty Association (MUNFA).

### **Article II**      **PURPOSE**

The purpose of the Association is:

- to promote the academic freedom and professional interests of its members, the social-economic and general welfare of its academic staff and the welfare of the University as an institution of higher learning;
- to advance the standards of university teaching and research;
- to regulate relations between employers and employees through collective bargaining within the Province of Newfoundland and Labrador; and,
- without limiting the foregoing, to regulate relations between Memorial University of Newfoundland as employer and its academic staff, including professional librarians and Academic Staff Members in Co-op and Field Education, as employees.

Further, the Association shall promote the defence and extension of the civil rights and liberties of academic staff and the preservation and advancement of free democratic trade unionism.

### **Article III**      **AFFILIATION**

MUNFA is associated with the Canadian Association of University Teachers (CAUT).

### **Article IV**      **MEMBERSHIP AND FEES**

1. Membership in MUNFA shall be open to any person who is employed by Memorial University of Newfoundland (as defined by the Memorial University Act, 1949, as amended) or any of its branches, divisions, services or affiliates, who holds the academic rank of Professor, Associate Professor, Assistant Professor, Lecturer, Academic Staff Member in Co-op and Field Education (ASM-CFE) I or II (or the equivalents of said ranks), and who is primarily engaged in teaching or research, including all persons who hold the academic rank of Librarian I, Librarian II, Librarian III, or Librarian IV, and all persons holding regular or teaching term appointments (excluding per course appointments), except the following:
  - (a) The President of the University, any Vice-President, any Associate or Assistant Vice-President;
  - (b) Any Dean, Associate Dean, Assistant Dean, Vice-Dean, the University Registrar, Department Heads, the University Librarian, or the Associate University Librarian;
  - (c) Clinical Associates; and,
  - (d) Directors (or equivalent) of a non-academic departments (where an academic department is defined as one engaged primarily in teaching and/or research).

Individuals referred to in Clauses IV.1(a), (b) and (d) assistant, associate, vice, or head, in their title, are eligible for membership in the Faculty Association, but not the bargaining unit, if they hold academic rank and their primary duties are research, teaching, administrative duties of an academic nature, or a combination of these.

2. A person shall be considered a member of MUNFA:
  - (a) if they are a member of a MUNFA bargaining unit, unless they have written to the Secretary of MUNFA stating their wish not to be a member of the Association; or
  - (b) if they are not a member of the bargaining unit, from one month after they have authorized the Director of Human Resources to deduct MUNFA fees from salary payments for as long as they continue this authorization; or,
  - (c) if they are not a member of a MUNFA bargaining unit and they have paid fees by cheque for the current bimonthly period to the Treasurer of the Association.

For members in category (c), bimonthly fees shall be payable on the first of September, November, January, March, May and July.

3. MUNFA fees, except for Retired membership fees, shall be determined annually at a General Meeting. Special levies may be approved at any General Meeting with at least ten (10) working days notice to members of the Association. Changes in MUNFA fees shall normally come into effect on July 1st of each year. CAUT fees are determined by the appropriate bodies of CAUT.
4. Individuals who are members of MUNFA at the time they retire and former MUNFA members who retire from Administrative positions at Memorial University shall be eligible for Retired Membership in MUNFA upon payment of a nominal annual membership fee, as set by Executive. Retired members shall not seek election to the Executive Committee, but shall otherwise hold all the rights of non-bargaining unit members, including the right to serve on MUNFA committees and vote at General Meetings, subject to Article XIII-1.
5. All members of MUNFA, except Retired members, are also members of the CAUT.
6. Interpretation of the regulations for eligibility for membership in MUNFA shall be made by the Executive Committee, subject to review by the General Meeting.

## **Article V OFFICERS**

1. The Officers of the Association and their respective terms are:
  - (a) President & CAUT Council Delegate – 1 year;
  - (b) Past President – 1 year;
  - (c) Vice-President External & President Elect – 1 year;
  - (d) Vice-President Internal – 2 years;
  - (e) Secretary – 2 years;
  - (f) Treasurer – 2 years;
  - (g) Member at Large, Grenfell Campus – 2 years;
  - (h) Member at Large, Term-appointed ASM – 1 year, to be elected in Fall semester;
  - (i) 2 Members at Large – 2 years; and,
  - (j) 3 Members at Large – 1 year.
2. New Officers shall take office beginning September 1 each year.

3. All elected Officers are eligible for immediate re-election to the same office. Individuals are limited to two (2) consecutive terms in any one position. Individuals can be re-elected to a position they held for two consecutive terms after an absence, of at least one academic year, from that position.
4. All Officers must be members of the Association.
5. In the case of the prolonged or permanent absence, or the resignation, of Officers, they shall be replaced according to the following:
  - (a) President shall be replaced by the Vice-President External;
  - (b) Past President shall be replaced by a member elected from the previous Executive Committee, where possible, by the current Executive Committee;
  - (c) Vice-President (External or Internal) shall be replaced by a corresponding Acting Vice-President elected by and from the current Executive Committee who shall serve until a new Vice-President can be elected in accordance with the procedures of Article X;
  - (d) Grenfell and Term-appointed Members At Large, shall be elected according to the procedures of Article X;
  - (e) When two (2) or more of the other Officers are absent or resign they shall be elected according to the procedures of Article X;
  - (f) Elections held in accordance with Article X shall be required only when the prolonged or permanent absence, or the resignation of the Executive member, occurs before January 1 or results in an Executive Committee with two vacancies.

**Article VI EXECUTIVE COMMITTEE**

1. The Executive Committee shall consist of the Officers and the Officers Elect of the Association.
2. The Executive Committee of the Association shall be responsible for carrying out the policies and purposes of the Association.
3. Officers Elect of the Association shall be non-voting.
4. New Executive Committee members shall take office on September 1 each year.
5. A quorum of the Executive Committee shall be six (6) Officers plus the Chair.
6. Unless otherwise stipulated, decisions of the Executive Committee shall normally require a majority vote. In the event of a tie the Chair may cast the deciding vote.
7. Pressing or urgent matters requiring a decision of the Executive Committee when a quorum cannot be assembled can be decided by email voting.

**Article VII GENERAL MEETINGS**

1. The Association shall hold a regular general meeting in October and April of each year, and special general meetings at such other times as the Executive Committee may determine.
2. The Secretary, or in the Secretary's absence a deputy designated by the Executive, shall arrange an extraordinary general meeting of the Association at the call of twenty-five (25) of the members.
3. A quorum of any general meeting shall be twenty-five members.
4. Each member of the Association is entitled to one vote in general meetings. In the event of a tie, the Chair may cast the deciding vote.
5. The conduct of the meeting shall follow Roberts' Rules of Order, revised, in the latest edition.

**Article VIII AMENDMENTS**

Amendments to the Constitution shall require the approval of a two-thirds majority of those present and voting at any general or special meeting. Notice of motion concerning any proposed amendment shall be circulated to members at least ten (10) working days before the amendment is placed before the meeting. Such motions may be amended at the meeting at which they are being discussed.

**Article IX NOMINATIONS AND ELECTIONS PROCEDURES - REGULARLY SCHEDULED ELECTIONS**

1. The election of the Executive in 1993 and beyond shall be by secret ballot voting. For offices of Member-at-Large the candidates receiving the largest number of votes for the number of positions available (normally three (3) every second year and five (5) in alternate years) shall be elected, and for the other offices, election shall be by a plurality of the votes cast. The elections shall be conducted by a Nominating and Balloting Committee with Terms of Reference approved by a General Meeting.

**Article X NOMINATIONS AND ELECTIONS PROCEDURES - SPECIAL ELECTIONS**

1. In the event that an election is required under Article V to replace a member of the Executive, the Nominating and Balloting Committee shall conduct the election of a replacement as specified in the Terms of Reference for the Committee, following the procedures for regularly scheduled elections mutatis mutandis.
2. The person so elected shall complete the term of office for the vacated position.

**Article XI DISSOLUTION OF THE ASSOCIATION**

Upon the winding up or other dissolution of the Association, the income and property of the Association shall be transferred to another organization having similar objectives to those of this Association as set out in the Constitution and no part thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit or share of assets or income to members of the Association.

**Article XII LEGAL SUPPORT FUND**

- (a) There shall be a Legal Support Fund.

- (b) Subject to clauses (h), (i), (j), (k), and (l) of this Article, monies allocated to this fund, and any income generated by it, shall be used only for the purpose of enabling the Association to provide legal advice and representation to its members.
- (c) The fund may be used to defray all or part of the costs arising from disputes with the corporate entity of Memorial University of Newfoundland, or with the Government of Newfoundland and Labrador, or the Government of Canada. The costs which may be defrayed by the fund include those associated with:
  - (i) arbitration
  - (ii) any court case involving loss of employment
  - (iii) any court case involving allegedly unfair discrimination
  - (iv) other serious cases involving alleged unfairness or illegality in connection with the professional activities of members.
- (d) Payments out of the fund may be made by authority of the Executive and shall be limited in a calendar year to an amount equal to the income generated by the fund in the previous calendar year. The term "income" shall be deemed to include growth in capital value plus revenue. In addition, the Executive may make further payments to a maximum of 10% of the capital value of the fund at the end of the previous calendar year, providing that a motion to that effect has been passed at a special general meeting of the membership called in accordance with the MUNFA Constitution, or at a regular general meeting, if at least ten calendar days notice of the motion has been given.
- (e) Additions to the fund shall be derived from the general revenues of the Association and from undisbursed income.
- (f) Additions to the fund shall be made until it reaches a total amount equivalent to \$150,000.00 in 1983 dollars adjusted annually on the basis of the Consumer Price Index for St. John's for January of each year with the January 1983 Consumer Price Index as the base.
- (g) There shall be an Investment Advisory Committee of the Legal Support Fund to advise the MUNFA Executive regarding the investment activity of the fund. This committee shall consist of the Treasurer and Secretary of MUNFA as well as three members of the Association not members of the Executive. The three non-Executive members shall be appointed by the Executive for staggered three-year renewable terms.
- (h) Any amount generated by the fund in excess of the total expressed in clause (f) shall be added to the general revenues of the Association, if it is not disbursed in accordance with this Article the following calendar year.
- (i) The fund may be wound up only by a resolution passed by a two-thirds majority of the members present at each of two general meetings held in accordance with the Association's Constitution not less than twelve months nor more than eighteen months apart.
- (j) If the Association wishes to have the fund wound up in accordance with clause (i), the entire amount remaining in the fund shall be paid over to the Civil Liberties Defence Fund (or its successor) of the Canadian Association of University Teachers.

- (k) If the Association is to be disbanded and has a successor named by the Association or if another Association, organization, trade union or body corporate is designated as the successor to MUNFA for the purposes of the fund by a two-thirds majority of the members present at a general meeting called in accordance with this Constitution with ten days notice of such motion, then the fund shall be transferred to such successor provided that such successor shall have adopted as binding on it, the provisions of this Article of the Constitution with only such changes as may be required to give effect to this Article and its intent.
- (l) If the Association is disbanded and there is no successor to MUNFA meeting the conditions set out in clause (k) of this Article, the entire amount of the fund shall be paid over to the Civil Liberties Defence Fund (or its successor) of the Canadian Association of University Teachers.
- (m) A semi-annual report shall be prepared for the MUNFA membership by the Treasurer, such report to include:
  - (i) a detailed list of investments held including the number of holdings, purchase price, and current market prices
  - (ii) a detailed list of all investment purchases and sales during preceding six months
  - (iii) a detailed list of the amount and source of all income paid into or earned by the fund, and
  - (iv) a detailed list of all expenditures from the fund.

The report shall be available to any member of MUNFA upon request.

- (n) Clauses (a), (b), (f), (h), (i), (j), (k), (l), (m), and (n) shall be irrevocable; the remaining clauses may be changed only by a resolution passed at each of two general meetings held in accordance with the Association's Constitution not less than twelve months nor more than eighteen months apart and in accordance with the voting provisions of clause (i).
- (o) Access to the support of the Legal Support Fund by individuals shall be limited to persons:
  - (i) who are members of a MUNFA bargaining unit; or
  - (ii) who, if not members of a MUNFA bargaining unit, have been members of MUNFA since their date of initial appointment or for at least six months prior to the date their case arose.

### **Article XIII COLLECTIVE BARGAINING**

1. Members of the Association who are not members of the MUNFA Bargaining Unit, as defined by the Newfoundland Labour Relations Board, or by agreement between the Association and the University Administration, shall not participate in votes related to negotiation or ratification of collective agreements affecting that bargaining unit nor participate in votes related to strike or job action affecting that bargaining unit.
2. Ratification of Collective Agreements and Authorization of Strike or Other Job Action
  - (a) Members of the affected MUNFA bargaining unit shall vote by secret ballot to ratify a collective agreement or to authorize the Executive to undertake strike or other job action. A majority of those voting shall decide the question. A minimum of six hours shall be allowed for voting. In addition, where possible and appropriate, the Nominating and Balloting Committee at the direction of the Executive shall make alternative voting arrangements in order not to disenfranchise those unable

to vote at the designated times. Ballots for all locations and by all methods shall be mixed so that only the University-wide result is known.

- (b) A collective agreement or any changes in a collective agreement, which have been negotiated by the Negotiating Committee shall be circulated by the Executive to all members of the affected bargaining unit prior to a ratification vote.
- (c) Prior to holding the formal vote in 2(a), a Special General Meeting shall be held (with Grenfell Campus Members participating by teleconference or equivalent) at which bargaining unit members will be permitted to speak. Any recommendation that the Executive intends to make to the Membership concerning the formal vote shall be discussed at the meeting, but no vote of approval or ratification shall be taken at the meeting.

**Article XIV    MUNFA STRIKE FUND**

- a) There shall be a MUNFA Strike Fund.
- b) Subject to Clauses (h), (i), and (j) of this Article, monies allocated to the MUNFA Strike Fund, and any income generated by it, shall be used only for the following purposes:
  1. to provide strike pay to MUNFA Bargaining Unit Members who are on strike or who have been locked out and who are deemed to be eligible for strike pay according to Clause (c) of this Article;
  2. once dues check off is terminated as a result of strike or lockout, to provide funds to pay administrative and operational expenses of the Association in preparing for and engaging in a strike by MUNFA Bargaining Unit Members, or a lockout affecting such Members;
  3. to provide funds for legal and lobbying activities associated with legislation of the Government of Newfoundland and Labrador which would have the effect of banning or interrupting a strike by MUNFA Bargaining Unit Members; and
  4. to satisfy extraordinary obligations to the CAUT Defence Fund set out in the corporate by-law of that Fund.
- c) The MUNFA Executive Committee is authorized to determine procedures and criteria for the disbursement for the purpose indicated in Clause (b)(1) of this Article of monies in the MUNFA Strike Fund, and to determine criteria determining the eligibility of MUNFA Bargaining Unit Members for strike pay. The Executive Committee may establish a committee to distribute strike pay from the MUNFA Strike Fund and the CAUT Defence Fund and to determine the specific MUNFA Bargaining Unit Members who satisfy the criteria for receiving strike pay. Decisions of the committee are subject to appeal to the MUNFA Executive Committee.
- d) The MUNFA Executive Committee shall determine the amount of monies to be expended under Clauses (b)(2) and (b)(3) of this Article.
- e) The MUNFA Executive Committee shall pay all special assessments of the CAUT Defence Fund levied pursuant to MUNFA's membership in the CAUT Defence Fund.

- f) Additions to the MUNFA Strike Fund shall be derived from the general revenue of the Association and from undisbursed income. Investments of the MUNFA Strike Fund shall be segregated from other assets of the Association.
- g) The Investment Advisory Committee of the Legal Support Fund established by Clause XIII(g) of this Constitution shall advise the MUNFA Executive Committee regarding the investment activity of the MUNFA Strike Fund.
- h) An annual report shall be prepared for the MUNFA membership by the Treasurer, such report to include, but not be limited to, the following:
  1. detailed list of investments held including the number of holdings, the purchase price, the current market price, and all investment purchases and sales, and any associated costs, since the previous annual report;
  2. a detailed list of the amount and source of all income paid into or earned by the MUNFA Strike Fund; and
  3. a detailed list of all expenditures from the MUNFA Strike Fund including names of recipients, amounts received, and dates of payment.

The report shall be available to any member of MUNFA upon request.

- i) If the Association is to be disbanded and has a successor named by the Association or if another Association, organization, trade union, or body corporate is designated as the successor to MUNFA for the purposes of the MUNFA Strike Fund by a two-thirds majority of the members present at a general meeting called in accordance with the Constitution with ten days notice of such motion, then the MUNFA Strike Fund shall be transferred to such successor provided that such successor shall have adopted as binding on it, the provisions of this Article of the Constitution with only such changes as may be required to give effect to this Article and its intent.
- j) If the Association is disbanded and there is no successor to the Association meeting the conditions set out in Clause (i) of this Article, then the entire amount in the MUNFA Strike Fund shall be paid over to the CAUT Defence Fund or its successor.
- k) Each of the clauses of this Article, including this clause, may be changed only by a resolution passed by a two-thirds majority of the MUNFA Bargaining Unit Members present at each of two general meetings held in accordance with the Association's Constitution not less than twenty months nor more than twenty-four months apart, both meetings to be held between September and April, as long as notice of the necessary motion is circulated to MUNFA Bargaining Unit Members at least ten days before the motion is placed before the meeting.
- l) If the MUNFA Bargaining Unit is decertified and there is no successor meeting the conditions set out in Clause (i) of this Article, then subsequent decisions concerning the MUNFA Strike Fund, in accordance with Clause (k) of this Article, shall be taken by members of MUNFA, rather than by members of the no longer extant MUNFA Bargaining Unit.

#### **Article XV INDEMNIFICATION OF OFFICERS AND MEMBERS OF STANDING COMMITTEES**

The Association shall indemnify an Officer or a member of a Standing Committee, a former Officer or a former member of a Standing Committee, against all costs, charges and expenses, including an amount paid to settle an



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action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that involvement with the Association, where that individual acted honestly and in good faith with a view to the best interests of the Association, and in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that individual had reasonable grounds for believing that his or her conduct was lawful.