

CONSTITUTION & BY LAWS

Mount Saint Vincent University Faculty Association

Revised December 2010

CONSTITUTION & BY-LAWS
MOUNT SAINT VINCENT UNIVERSITY FACULTY ASSOCIATION (1988)
(Latest Revision December 2010)

CONSTITUTION

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ARTICLES

ARTICLE 1: NAME

- 1.1 The name of this organization shall be the Mount Saint Vincent University Faculty Association, abbreviated MSVUFA.

ARTICLE 2: DEFINITIONS

- 2.1 In this document, unless otherwise specified:
 - 2.1.1 **University** means Mount Saint Vincent University.
 - 2.1.2 **Board** means the Board of Governors of the University.
 - 2.1.3 **Bargaining Unit** means that body certified by the Labour Relations Board of Nova Scotia under Order Numbers.
 - 2.1.4 **ANSUT** means the Association of Nova Scotia University Teachers.
 - 2.1.5 **CAUT** means the Canadian Association of University Teachers.
 - 2.1.6 **Member** means a regular (not associate) member of the MSVUFA.
 - 2.1.7 **Day** means a regular University business day; and the time an item is received by the members is the day it is deposited in the University mail.
 - 2.1.8 **NUCAUT** means the National Union of the Canadian Association of University Teachers.
 - 2.1.9 **NSFL** means the Nova Scotia Federation of Labour.
 - 2.1.10 **HDDL** means the Halifax Dartmouth & District Labour Council.
 - 2.1.11 **CLC** means the Canadian Labour Congress.
 - 2.1.12 **FALIST** means the Faculty Association listserv.
 - 2.1.13 **CUPE 3912** means the Canadian Union of Public Employees, Local 3912, which is the union representing the MSVU Part-Time Faculty.

ARTICLE 3: OBJECTS

- 3.1 To promote the independence and freedom of teaching, of thought, and of research within the University.
- 3.2 To express members' 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 object, and to seek to maintain high academic standards within the University.
- 3.3 To act as the bargaining agent in all matters of employer/employee relations, including salaries and working conditions, for the bargaining unit.
- 3.4 To promote the interests and welfare of the members of the MSVUFA.
- 3.5 To promote the joint interests and welfare of the MSVUFA, ANSUT and CAUT.

ARTICLE 4: FEES

- 4.1 Members and associate members shall pay such dues or levies as are established from time to time at general meetings.

ARTICLE 5: FISCAL YEAR

- 5.1 The fiscal year of the MSVUFA shall be the same as the academic year (July 1 - June 30).

ARTICLE 6: MEMBERSHIP

- 6.1 All members of the bargaining unit, including members on leave of absence without pay and on other leaves, are members of the MSVUFA unless and until they indicate annually in writing by September 30 to the Executive Secretary of the MSVUFA that they do not wish to be members.
- 6.2
 - 6.2.1 Faculty or librarians or lab instructors excluded from the bargaining unit, as well as faculty seconded from another institution to the University, may apply for associate membership in the MSVUFA.

- 6.2.2 The MSVUFA at its discretion may invite any individuals to become associate members.
- 6.2.3 Election of persons to associate member status shall be by secret ballot.
- 6.2.4 Associate members are eligible for affiliate membership in the ANSUT and the CAUT under the terms of the constitutions of those organizations.
- 6.2.5 The Nancy=s Chair in Women=s Studies shall be an ex-officio associate member, unless and until she indicates annually in writing by September 30 to the Executive Secretary of the MSVUFA that she does not wish to be an associate member.
- 6.3 Former members of the MSVUFA who are no longer eligible for regular membership shall, on request, be granted associate membership status.
- 6.4 Only a member in good standing is entitled to vote at meetings and in elections of the MSVUFA or to serve on any committee of the MSVUFA.
- 6.5 Good standing:
 - 6.5.1 A member or associate member in arrears for more than three (3) months in payment of the dues established according to Article 4 or of levies established according to Article 7.5.6 shall be suspended and deemed to be not in good standing.
 - 6.5.2 A member or associate member suspended for failure to pay dues or levies shall be immediately reinstated to good standing upon payment of arrears.
- 6.6 Associate members in good standing shall be included on the FALIST and be entitled to attend and speak at general meetings of the Association at the Chair=s discretion, receive copies of newsletters and participate in social events.

ARTICLE 7: EXECUTIVE COMMITTEE

- 7.1 All members of the MSVUFA shall be eligible for election to the MSVUFA Executive Committee.
- 7.2 Membership of Executive Committee:

- 7.2.1 The following shall be voting members of the Executive Committee: President, Vice-President, Executive Secretary, Treasurer, the immediate Past President, and four members-at-large, including at least one from each faculty.
- 7.2.2 The Grievance Officer shall be a non-voting ex-officio member.
- 7.3 Executive members serve for one year and are eligible for re-election.
- 7.4 No person shall serve on the Executive Committee in the same capacity for more than three consecutive years.
- 7.5 No elected member shall hold more than one position on the Executive Committee at one time.
- 7.6 Duties:
 - 7.6.1 The Executive shall be responsible for carrying out the policies as decided by the MSVUFA, and for furthering the objects of the MSVUFA.
 - 7.6.2 The Executive shall initiate consultation and shall be responsible for liaison between the MSVUFA, ANSUT, CAUT, NUCAUT, NSFL, CUPE 3912, NSGEU and HDDLC in all matters of direct mutual concern.
 - 7.6.3 The Executive shall act as the liaison between the MSVUFA and the Employer.
 - 7.6.4 The Executive shall carry on business on behalf of the MSVUFA between general meetings and investigate and report on matters of interest to the MSVUFA.
 - 7.6.5 The Executive shall call regular and special meetings of the MSVUFA in the manner set forth below in Article 12.
 - 7.6.6 The Executive shall have power to receive such funds as may be voted by the MSVUFA in the form of dues or assessments to further the purposes of the MSVUFA and shall expend such funds as directed by MSVUFA.
 - 7.6.7 The Officers authorized to sign negotiables shall be any two of the President, the Vice-President, and the Treasurer.
 - 7.6.8 With two thirds prior membership approval, the Executive shall have power to borrow and invest funds and to acquire and dispose of property in furtherance of the objectives of the MSVUFA.

7.6.9 Audits:

7.6.9.1 The Executive shall name an auditor to examine the financial records of the MSVUFA and to prepare an audit report at the end of the fiscal year.

7.6.9.2 The results of the annual audit and the end-of-year financial statement shall be communicated to the membership at the regular October meeting.

7.6.10 The Executive shall appoint Ad Hoc Committees and Standing Committees as set forth below in Article 9.

7.6.11 The Executive shall annually appoint a member of the Association to the CAUT Defence Fund Board of Trustees.

7.6.12 The Executive shall annually appoint a member of the Association to be a delegate to ANSUT.

7.7 Recall

7.7.1 At a duly constituted meeting of the MSVUFA, any or all of the members of the Executive Committee may be called upon to resign provided that notice of motion appears on the agenda received by the members at least five (5) days in advance of the meeting.

7.7.2

7.7.2.1 If the motion calls for one-third or fewer of the members of the Executive Committee to resign, the vote shall be called at the meeting, and two-thirds majority of those present shall be required to adopt the motion.

7.7.2.2 If the motion calls for more than one-third of the members of the Executive Committee to resign, the vote shall be taken by mail ballot, distributed to all members in good standing, and a simple majority of those returning ballots shall be required to adopt the motion.

7.7.2.3 Such a mail ballot shall be received by the members within two (2) days of the meeting and the votes returned within an additional five (5) days.

7.7.2.4 If a motion to recall is adopted, the members of the Executive Committee identified in the motion shall be held to have resigned.

7.8 Vacancies

7.8.1 In the event a vacancy occurs on the Executive Committee either through recall or resignation, the President shall, within one (1) day, advise the Nominations Committee of the vacancy.

7.8.2

7.8.2.1 In the event that the position of President is vacant, the Vice-President shall assume all the duties of the President until the by-election is completed.

7.8.2.2 In the event that the positions of both President and Vice-President are vacant, the Past President shall assume the duties of the President until the by-election is completed.

7.8.2.3 In the event the Past-President resigns, the previous Past-President shall assume the duties of the Past-President, until the by-election is completed.

7.8.2.4 In the event that the positions of President, Vice-President and Past President are vacant or all are incapacitated, the Chairperson of the Nominations Committee shall assume the duties of President until the completion of the by-election.

7.8.2.4.1 Should the Executive Committee deem it necessary to make an interim appointment pending an election or by-election, the Executive Committee shall do so provided that the member so appointed is not one who has been recalled within the preceding twelve (12) months under the provisions of 7.6 above.

7.8.2.4.2 The Executive Committee shall within five (5) days notify the members of any such appointment.

7.8.2.5 The by-election procedures shall be held as specified in Article 11.

ARTICLE 8: DUTIES OF EXECUTIVE OFFICERS

8.1 The President shall:

8.1.1 supervise the general management of the affairs of the MSVUFA, including the responsibilities imposed by a collective agreement between the Employer and the MSVUFA.

- 8.1.1.1 supervise the MSVUFA office staff.
- 8.1.2 convene and chair meetings of the MSVUFA.
- 8.1.3 convene and chair meetings of the Executive Committee.
- 8.1.4 be a signing officer of the MSVUFA.
- 8.1.5 represent the MSVUFA on the CAUT Council and the NUCAUT.
 - 8.1.5.1 serve as an alternate representative to the CAUT Defence Fund.
- 8.1.6 perform such other duties as may be assigned from time to time by the membership or the Executive Committee.
- 8.1.7 take all necessary steps of an emergency nature for the benefit of the MSVUFA, in which case the President shall inform the Executive Committee expeditiously of such actions.
- 8.2 The Vice-President shall:
 - 8.2.1 Fulfill the duties of the President in the absence, incapacity, or refusal of the President to act.
 - 8.2.2 be acting President in the case of vacancy.
 - 8.2.3 be a signing officer of the MSVUFA.
 - 8.2.4 perform such other duties as may from time to time be assigned by the President or the Executive Committee.
- 8.3 The Executive Secretary shall:
 - 8.3.1 maintain the books of minutes of all regular and special meetings of the MSVUFA and the Executive Committee
 - 8.3.2 oversee the circulation of agendas for meetings, the minutes, notices of motions and general notices in accordance with constitutional requirements.
 - 8.3.3 perform such other duties as may from time to time be assigned by the President or the Executive Committee.

- 8.4 The Treasurer shall:
- 8.4.1 oversee the receipt of funds of the MSVUFA and deposit such funds into an account in the name of the MSVUFA.
 - 8.4.2 be a signing officer of the MSVUFA.
 - 8.4.3 oversee the disbursement of funds of the MSVUFA on the signatures of any two of the signing officers.
 - 8.4.4 draw up annually a budget and dues schedule for the approval of the Executive Committee and the membership. The budget shall be presented to the membership no later than the regular October general meeting.
 - 8.4.5 supervise the maintenance of the books of account so as to be available to the membership on request.
 - 8.4.6 prepare an interim financial report for presentation at each general meeting.
 - 8.4.7 arrange an audit, make available audited financial reports and present the end-of-year financial statement to the membership at the regular October meeting.
 - 8.4.8 supervise the maintenance and updating of association members lists and periodically inform office personnel of any changes for the purpose of updating the electronic list of members (FALIST).
 - 8.4.9 oversee the MSVUFA Bursary Fund and the Margie O'Brien Scholarship Fund and report annually to the membership on the state of the funds.
- 8.5 The Immediate Past President shall:
- 8.5.1 assume, until a by-election is completed, all the duties of President and Vice-President in the event that such positions are vacant.
 - 8.5.2 perform such other duties as may from time to time be assigned by the President or the Executive Committee.
- 8.6 The Grievance Officer shall:
- 8.6.1 be appointed annually by the incoming Executive Committee shortly after the AGM from among the members of the Grievance Committee, or in the event that no member of the Committee is able to serve, from among the members.
- 8.7 The Alternate Grievance Officer shall:

8.7.1 be appointed on an ad hoc basis from among members of the Grievance Committee, or, in the event that no member is able to serve, from among Association members who have served as grievance officers in the past and are still members in good standing, to serve in the absence or unavailability of the Grievance Officer or if the Grievance Officer's service would place her in a conflict of interest.

8.8 The Grievance Officer shall:

8.8.1 counsel, assist, and/or represent members involved or contemplating involvement in the grievance and arbitration process of the Collective Agreement.

8.8.2 convene and chair meetings of the Grievance Committee.

ARTICLE 9: STANDING COMMITTEES

9.1 The Negotiating Committee shall:

9.1.1 comprise five voting members, four elected annually plus the Vice-President (ex officio).

9.1.2 elect its Chairperson and notify the membership of the MSVUFA within 15 days.

9.1.3 advise the MSVUFA on the formulation of proposals and on bargaining policy.

9.1.4 be subject to the recall provisions of Article 7.7.

9.2 The Bargaining Team shall:

9.2.1 comprise five members, one of whom shall be the Chief Negotiator.

9.2.1.1 the Chief Negotiator shall be appointed by the MSVUFA Executive during years when negotiations are taking place and shall serve at the pleasure of the Executive.

9.2.1.1 the Chief Negotiator shall be a non-voting member of the MSVUFA Executive during years when negotiations are taking place.

9.2.1.2 the remaining four members of the Bargaining Team shall be appointed by the MSVUFA Executive, in consultation with the

Chief Negotiator, during years when negotiations are taking place and shall serve at the pleasure of the Executive.

- 9.2.2 represent the MSVUFA in negotiations with the Board and bring recommendations to the membership concerning the acceptance or rejection of any proposed collective agreement or memorandum of understanding.
 - 9.2.3 report at each general meeting during the period negotiations with the Board are in progress.
- 9.3 The Nominations Committee shall:
- 9.3.1 comprise three members elected annually, none of whom shall be a member of the Executive Committee or the Bargaining Team or shall have served on the Nominations Committee for three (3) consecutive years immediately preceding.
 - 9.3.2 elect its Chairperson and notify the membership within fifteen (15) days.
 - 9.3.3 conduct all elections and by-elections for offices and elected committee positions in accordance with the provisions of the Constitution and By-Laws; and conduct ratification and strike votes as required.
 - 9.3.4 be exempt from the recall provisions of Article 7.6.
- 9.4 The Social Committee shall:
- 9.4.1 comprise four (4) members appointed by the Executive Committee.
 - 9.4.2 elect its Chairperson and notify the membership within fifteen (15) days of being constituted.
 - 9.4.3 organize, schedule, and coordinate the social and cultural activities of the MSVUFA, except those for which other committees are specifically responsible.
 - 9.4.4 organize and coordinate the regular and special meetings of the MSVUFA, including the audio-visual bookings and refreshments.
 - 9.4.5 report to the membership when appropriate.
- 9.5 The Financial Donations Committee shall:
- 9.5.1 comprise two voting members appointed annually by the Executive Committee, neither of whom shall be currently on the Executive plus the Treasurer (ex officio).

- 9.5.2 meet at least once each term to make financial contributions in accordance with the guidelines of the MSVUFA, not exceeding the annual budgeted amount. Should the committee wish to make individual donations larger than \$1000, these must be subject to a vote of the MSVUFA.
- 9.6 The Investment Committee shall:
- 9.6.1 comprise the Treasurer and two other members appointed annually by the Executive Committee. At least one of the members shall have financial expertise.
 - 9.6.2 oversee the investment of Association funds, in accordance with its Investment Policy, and make recommendations to the Executive Committee for their investment or reinvestment.
 - 9.6.3 review at least every three years the Financial Institution at which the Association maintains its accounts, and make recommendation to the Executive concerning banking services.
 - 9.6.4 review annually the performance of the invested funds of the Association, and make recommendations to the Executive concerning investment practices.
 - 9.6.5 review annually the amounts specified in the Investment Policy for the liquid funds, and for each portion of invested funds, and make recommendation to the Executive if any changes are needed.
 - 9.6.6 report its activities regularly to the membership.
 - 9.6.7 be subject to the recall provisions of Article 7.6.
- 9.7 The Scholarship and Bursary Committee shall:
- 9.7.1 comprise the Treasurer and two other members appointed annually by the Executive Committee.
 - 9.7.2 oversee the allocation of Association funds, in accordance with its Donations and Dues Policies, and make recommendations to the Executive Committee for their adjustment as necessary.
 - 9.7.3 report its activities regularly to the membership.
 - 9.7.4 be subject to the recall provisions of Article 7.7.

- 9.8 The Grievance Committee shall:
- 9.8.1 comprise three members, in addition to the Grievance Officer, appointed by the Executive Committee.
 - 9.8.2 be chaired by the Grievance Officer.
 - 9.8.3 give confidential advice to the Grievance Officer, at her request, regarding complaints from members.
 - 9.8.4 inform Association members of their rights and duties under the Collective Agreement.
 - 9.8.5 meet at least once in each of the Fall and Winter terms and at other times as required.
- 9.9 The Chairpersons of the Committees shall:
- 9.9.1 see that the specified functions of the committee are carried out.
 - 9.9.2 act as liaison between the committee and the Executive Committee.
 - 9.9.3 present to the Executive Committee an annual budget listing projected revenues and expenditures for the committee during the coming fiscal year. The budget shall be presented no later than October 1 and is subject to approval by the Executive Committee and the MSVUFA.
 - 9.9.4 monitor the committee=s approved budget and ensure that no unbudgeted expenditures occur without prior written consent of the Executive Committee.
 - 9.9.5 submit an annual written report to the Executive Committee.
- 9.10 The MSVUFA appointee to the CAUT Defence Fund Board of Trustees shall:
- 9.10.1 Represent the interests of the MSVUFA.
 - 9.10.2 Report regularly to the Executive Committee and to the membership on the activities of the Board.
- 9.11 There shall be two Faculty Association representatives on the Benefits Users Committee appointed annually by the Executive.
- 9.12 There shall be three Faculty Association representatives on the Pension Governance Board, elected for three year terms.

ARTICLE 10: ELECTIONS

10.1 Nominations

- 10.1.1 On or before the third Friday of January, written notice shall be sent by the Nominations Committee to all members inviting nominations for the Executive offices and any other elective positions scheduled to be filled at the Annual General Meeting.
- 10.1.2 Each member of the MSVUFA shall be allowed as many nominations as positions to be filled.
 - 10.1.2.1 All nominations shall require presentation of a document containing the signatures of two (2) members nominating and of the nominee.
- 10.1.3 Nominations shall be received by the Nominations Committee for ten (10) days after the call for nominations has been distributed to the members.
- 10.1.4 A member must receive at least two nominations to be eligible for election.
- 10.1.5 A member may nominate oneself for a position.
- 10.1.6 The Nominations Committee shall compile and circulate the list of nominees for the Executive offices and any other elected positions within five (5) days following the close of the first call for nominations and issue a second call for all positions.
- 10.1.7 For second and subsequent calls, additional nominations may be received by the Nominations Committee for five (5) days after the call for nominations was distributed to the members.

10.2 Elections

- 10.2.1 At least 10 working days prior to the election, the Nominations Committee shall send written notice to the members indicating who has received sufficient nominations to the various positions to be eligible for election and whether the nominations have been accepted or declined.
- 10.2.2 On or before the third Friday of February, elections by mail ballot will be initiated to elect members to the various positions.

10.2.3 All members in good standing as defined in Article 6.5 shall be eligible to vote.

10.2.4 Ballots

10.2.4.1 On each ballot, members may vote for as many candidates as there are positions to be filled.

10.2.4.2 All votes shall be given equal weight.

10.2.4.3 No member may vote more than once for any candidate.

10.2.4.4 Ballots with fewer votes than the number of positions to be filled are valid.

10.2.4.5 If the number of ballots cast is not greater than one half of the current membership, a new ballot shall be called within two (2) days.

10.2.4.6 Candidates who receive a clear majority shall be declared elected and their names dropped from any subsequent ballots.

10.2.4.7 A clear majority is the number of votes cast divided by twice the total number of positions to be filled with the addition of one (1) to the result.

10.2.4.7.1 If this final total is not a whole number, the nearest whole number is to be taken.

10.2.4.7.2 Where the fraction of one-half is involved, the next higher whole number will be taken.

10.2.5 Second ballot

10.2.5.1 For the second ballot, distributed within two (2) days of the completion of the first ballot, all candidates already elected shall be dropped from the ballot.

10.2.5.2 The number of candidates on the ballot shall be no more than twice the number of positions to be filled.

10.2.5.3 In the case of a tie, those tied shall be included.

10.2.5.4 The nearest whole number shall be used to determine the number of candidates for each position on the ballot.

- 10.2.5.5 Members may vote for as many candidates as there are positions to be filled.
 - 10.2.5.6 A candidate who receives a plurality shall be declared elected.
 - 10.2.5.7 In the event of a tie, a run-off election shall be held between those so tied within two (2) days.
 - 10.2.5.8 In the event of a further tie, the election shall be decided by a random process.
- 10.2.6 Newly elected individuals shall take office on July 1 following the Annual General Meeting in the year of election and shall serve until June 30 of the following year.

ARTICLE 11: BY-ELECTIONS

- 11.1 Where a vacancy occurs during a term of office, the same procedure will be used to fill the vacancy as was used to fill the position originally, subject to the alterations regarding nomination and elections specified below.
- 11.2 Where a vacancy occurs in any elective office the procedures of Article 7.7 shall apply.
- 11.3 Upon notification of such vacancy, the Nominations Committee shall distribute a call for nominations within two (2) days.
- 11.4 Nominations must be returned within five (5) days of being distributed to the members.
 - 11.4.1 The Nominations Committee shall compile and circulate the list of nominees for the Executive offices and any other elective position within three (3) days following the close of the first call for nominations and issue a second call.
 - 11.4.2 For second and subsequent calls, additional nominations may be received by the Nominations Committee for five (5) days after the call the nominations was distributed to the members.
- 11.5 Within three (3) days of the deadline for nominations, the Nominations Committee shall distribute a mail ballot listing the names of those with sufficient nominations who have accepted nominations and a separate list of those who have declined nomination.
- 11.6 Ballots shall be returned within five (5) days of being received by the members, and results will be determined according to Articles 10.2.4 to 10.2.6.

- 11.7 The Nominations Committee may, at its discretion, decide to hold the by-election at the next scheduled regular meeting provided that the following two conditions are met:
 - 11.7.1 the meeting occurs during the time period for mailing balloting.
 - 11.7.2 notice of the by-election is distributed with the agenda.
- 11.8 No by-election need be held within two (2) months prior to the Annual General Meeting, or during the period May 1 to August 31.
- 11.9 In the event that the by-election is conducted at a regular meeting, nominations may be accepted from the floor prior to balloting.
- 11.10 Those so elected shall serve for the remainder of the existing term of that office.

ARTICLE 12: MEETINGS

- 12.1
 - 12.1.1 General meetings of the MSVUFA shall be held regularly as announced by the Executive Committee.
 - 12.1.2 There shall be a minimum of four (4) general meetings per year in addition to the Annual General Meeting.
- 12.2 Only members and associate members are entitled to attend meetings of the MSVUFA; other individuals may be invited by the Executive or by a majority vote of the membership.
- 12.3 Attendance by the lesser of twenty (20) members or 15% of the membership will constitute a quorum for general meetings of the MSVUFA.
- 12.4 Attendance by at least one-half of the members of the Executive Committee shall constitute a quorum for meetings of the Executive Committee.
- 12.5 Special Meetings
 - 12.5.1 Special meetings of the MSVUFA may be called by the Executive Committee or on the written request of fifteen of the members.
 - 12.5.2 Attendance by 25% of the membership will constitute a quorum for special meetings of the MSVUFA.

- 12.6 Rules of Order: The rules contained in the current edition of *Roberts Rules of Order, Newly Revised*, shall govern the MSVUFA in all cases to which they are applicable and in which they are not inconsistent with this Constitution or By-Laws and any special rules of order the MSVUFA may adopt.

ARTICLE 13: AMENDMENTS

- 13.1 Amendments to the Constitution may be considered at any general meeting of the MSVUFA.
- 13.1.1 Notice of motion concerning a proposed amendment shall be received by the members at least two weeks in advance of the meeting.
- 13.1.2 Such motions may be amended and voted on at the meeting at which they are discussed.
- 13.1.3 Amendments shall require a two-thirds majority of those members present and voting at the meeting.
- 13.2 Amendments to the By-Laws may be considered at any general meeting of the MSVUFA.
- 13.2.1 Notice of motion concerning a proposed amendment shall be received by the members at least two weeks in advance of the meeting.
- 13.2.2 Such motions may be amended and voted on at the meeting at which they are discussed.
- 13.2.3 Amendments shall require a simple majority of those members present and voting at the meeting.

BY-LAWS

BY-LAW 1: MEETINGS

- 1.1 The Annual General Meeting will be held in April of each year.
- 1.2 Minutes of previous meetings and agendas to be introduced at general meetings of the MSVUFA must be received by the members at least one week prior to the date of the meetings.
 - 1.2.1 Notice of motion is required for recall motions and motions involving items of finance more than \$1000.
- 1.3 Notice of special meetings must be received by the members at least two days prior to the scheduled date.

BY-LAW 2: COMMITTEES

- 2.1 All committees shall work within their budget allocations. Standing committees shall come back to the Executive and subsequently to the membership, and ad hoc committees shall come back to the Executive with any requests for additional funds above approved budget limits.
 - 2.1.1 Ad hoc committees shall be defined by the Executive or the membership.
 - 2.1.2 Standing committees shall be defined by the membership.

APPENDIX 1 - MSVUFA Investment Policy

Adopted April 19, 1995

1. The investment objectives of the MSVUFA are:
 - 1.1 to maintain sufficient liquidity in its funds to meet its fiscal obligations;
 - 1.2 to maximize the return on its investments while minimizing the risk to the fund.
- 1.2 The liquid funds of the Association shall normally be kept on deposit at a ASchedule 1@ Chartered bank or a Credit Union. The financial institution chosen shall be reviewed at least every three years.
- 1.3 The balance on account at the financial institution shall normally be maintained in a range approved annually by the membership. (The recommended range for the current year is \$5,000.00 to \$15,000.00). When the balance exceeds the maximum of this range, excess funds may be invested.
- 1.4 Invested funds shall be maintained in fully secured, interest bearing securities such as CDIC-insured GICs, Government of Canada or Provincial T-bills or bonds.
- 1.5 A portion of the invested funds shall be redeemable every two months. (For the current year, the recommended portion is \$15,000.00). The amount of this portion shall be approved by the membership and reviewed at least every three years.
- 1.6 A second portion of the invested funds shall be redeemable every six months. (For the current year, the recommended second portion is \$15,000.00). The amount of this portion shall be approved by the membership and reviewed at least every three years.
- 1.7 The maturity dates of longer-term investments shall normally occur during the period 1 September to 30 April to coincide with the academic year.
- 1.8 Funds shall be invested in accordance with the ethical principles endorsed by MSVU pension plan members.
- 1.9 Investment decisions are the responsibility of the Executive Committee. These decisions shall be made in accordance with this Policy and on the recommendation of the Investment Committee.
- 1.10 The terms of this policy may be amended by a simple majority of the members present at any meeting of the Association, provided notice was circulated in accordance with the constitution and by-laws of the Association.

APPENDIX 2 - MSVUFA Financial Donations Policy

Adopted February 1994 B Latest revision October 2005

The following are eligible for Faculty donations:

1. Fellow faculty associations and umbrella organizations (e.g., ANSUT);
2. Affiliated organizations, unions, and bodies concerned with post-secondary education (e.g., Memorial Fund);
3. Groups reflective of the Mission Statement of MSVU (e.g., those concerned with the educational and/or professional development of women);
4. MSVUFA Bursary and Scholarship Funds, with semi-annual donations (normally in December and April) to the Bursary Fund in memory of deceased relatives of current Association members and, when deemed appropriate by the Committee, former Association members, current students, and any other members of the MSVU community.
5. Unions which are members of the Nova Scotia Federation of Labour.

APPENDIX 3 – MSVUFA Policy For Faculty Personnel Files

Adopted September 20, 2002

The contents of an individual faculty member=s file shall be maintained in the MSVUFA office according to the following retention schedule:

Retention: File contents shall be retained for the life of the faculty member=s employment at the university + 5 years. At the end of this time, with the permission of the current Association president, the file shall be destroyed by shredding.

Access: A faculty member shall be permitted access to her/his individual file during regular business hours. Current elected Executive members of the Association may have access to any faculty files held in the MSVUFA office. Third party access beyond the limitations stated in this policy shall be permitted only with the written permission of the individual whose file has been requested.

APPENDIX 4 - MSVUFA Policy On Conference Attendance

Adopted January 17, 2003 B Latest Revision January 28, 2005

Member attendance at the following conferences and meetings is eligible for Faculty Association financial support. The types of conferences and meetings listed below are in rough order of priority for MSVUFA.

1. Business meetings of labour organizations of which MSVUFA is a member (e.g., ANSUT, CAUT, NUCAUT, the NSFL, the HDDLC, and the CLC).
2. Conferences sponsored/co-sponsored by CAUT. The number of members to attend such conferences will be determined by the MSVUFA Executive.
3. Workshops/conferences sponsored by government organizations dealing with post-secondary education (e.g., the MPHEC). The number of members to attend such conferences will be determined by the MSVUFA Executive.
4. Conferences sponsored by professional organizations which deal with post-secondary education issues (e.g., CAPDHHE). The number of members to attend such conferences will be determined by the MSVUFA Executive.
5. Other conferences sponsored by labour organizations and professional societies which deal with issues pertinent to and useful for the MSVUFA. The number of members to attend such conferences will be determined by the MSVUFA Executive.

This policy in no way requires the MSVUFA to send members to conferences and meetings of the types listed above, except for those where attendance is mandated by the MSVUFA Constitution (e.g., CAUT Council, ANSUT business meetings, etc.).

All conference expenditures shall be reimbursed in accordance with the procedures and limits specified in the MSVUFA Policy on Allowable Travel Expenses.

APPENDIX 5 - MSVUFA Policy on Allowable Travel Expenses

MOUNT SAINT VINCENT UNIVERSITY FACULTY ASSOCIATION POST-TRAVEL EXPENSE CLAIM (Revised April 15, 2009)

Name _____
 Purpose of travel _____
 Place of conference/meeting _____
 Conference/meeting organizers _____
 Date of conference/meeting _____

EXPENSES	S____	M____	T____	W____	T____	F____	S____	TOTAL
Auto expense (CAUT rate)								
Air, bus, train								
Taxis								
Parking								
Hotel								
Breakfast - \$10/day								
Lunch - \$15/day								
Dinner - \$35/day								
Incidentals - \$15/day								
Registration fees								
Other (please specify)								

GRAND TOTAL	
LESS ADVANCE	
AMOUNT DUE	

CHEQUE ISSUED	Date:	Cheque #:	Amount:
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Payment authorized by: _____
See notes attached

MSVUFA Policy on Allowable Travel Expenses

Revised April 11, 2006

Transportation:

- Members will not be reimbursed more than the economy fare and should use seat sales and special offers whenever possible.
- Auto allowance is applicable only when personal automobile is used instead of air, bus or train transportation to reach final destination.
- Trip cancellation/interruption insurance must be purchased with every air ticket and is an allowable expense.
- Personal flight insurance is not an allowable expense.

Additional nights:

If members wish to spend additional nights at a destination after the conclusion of the event for which they are travelling, their additional hotel and meal expenses will not constitute allowable Association expenses, unless they can demonstrate that ONE additional night away will result in an airfare saving greater than the additional hotel and meal expenses.

Meals:

- If staying with friends or relatives, members will be reimbursed a maximum of \$37.50/per day.
- Members may claim up to \$75 for any combination of actual meal charges in any one day. However, if one or more meals are provided by the airline or the conference organizers, or included in conference fees, deduct the cost as per the specified rates for those meals from the total allowance. Similarly, when travelling only part of a day, the total allowance should again be deducted accordingly.

Dependent Care

Members whose dependents (children, the elderly, disabled, or other dependent individuals) rely upon them for care may apply for reimbursement of costs associated with providing alternate care, when the need for care arises from a member's attendance at a conference on behalf of MSVUFA. The Association will be responsible only for the reimbursement of reasonable expenses as approved by the Executive.

Mileage and per diem

Mileage and per diem reimbursement will be in accordance with prevailing CAUT rates.

Claim forms

- Claim forms should detail all allowable expenses for each travel day, including hotel, meal and travel expenses.
- Please complete in full. Attach original receipts for registration fees, air fare, airport taxes, cancellation insurance, parking, taxis, hotel and dependent care costs. No reimbursement will be made without appropriate receipts.
- Travel advances are available upon request.

CLAIMS MUST BE SUBMITTED WITHIN 30 DAYS OF COMPLETION OF TRAVEL

APPENDIX 6 - MSVUFA Membership Dues

Adopted January 28, 2005

MSVUFA members and associate members shall pay membership dues at the following rates, which may be changed from time to time upon approval by the membership.

1. Regular Dues Rates

11.5 mil (1.15% of salary), paid to the Association via bi-weekly payroll deductions, of which 0.05 is deposited in the Margie O'Brien Scholarship Fund.

2. Other Dues Rate

\$25 per year for all associate members and members on leave, as outlined in Article 29 of the July 1, 2003 to June 30, 2007 Collective Agreement, who are not paying membership dues through payroll deductions.

APPENDIX 7 - MSVUFA Employment Policy

Adopted April 11, 2006

Employee Personnel Files

The contents of an individual employee's file shall be maintained in the MSVUFA office for the duration of the individual's employment plus 5 years. At the end of this time, with permission of the current Association President, the file shall be destroyed by shredding.

An individual employee shall be permitted access to her/his individual file during regular business hours.

For the purpose of considering employment related decisions the current Executive President and members of an ad hoc Executive committee may have access to an individual employee's file for the purpose of considering the individual for employment related decisions. Third party access beyond the limitations stated in this policy shall be permitted only with the written permission of the individual whose file has been requested.

Employee Evaluation

Employees shall be evaluated according to the schedule set out in their employment contracts, and at least annually.

Employee evaluations shall normally be conducted by the President in consultation with the employee and with members who have had significant employment related interactions with the employee.

Employee evaluations shall be made in writing utilizing the MSVUFA Employee Evaluation Form.

The President shall submit the evaluation and outcome recommendation to the Executive within four weeks of its completion.

The Executive shall, by majority vote determine the outcome of the Evaluation.

The President shall communicate the Executive's decision in writing, to the Employee within 2 days.

Ad Hoc Personnel Committee

The Executive shall appoint when necessary, an Ad Hoc Personnel Committee for the purpose of hiring MSVUFA employees.

Such committee shall be responsible for recommending to the Executive the terms of reference for the position, the hiring process, and the recommendation for employment.