

**CONSTITUTION & BY-LAWS**  
**MOUNT SAINT VINCENT UNIVERSITY FACULTY ASSOCIATION (1988)**  
*(Latest Revision September 2015)*

**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 **NUCAUT** means the National Union of the Canadian Association of University Teachers.

2.1.8 **NSFL** means the Nova Scotia Federation of Labour.

2.1.9 **HDDL** means the Halifax Dartmouth & District Labour Council.

2.1.10 **CLC** means the Canadian Labour Congress.

2.1.11 **CUPE 3912** means the Canadian Union of Public Employees, Local 3912, which is the union representing the MSVU Part-Time Faculty.

2.1.12 **IOUE 721** means the International Union of Operating Engineers, Local 721, which is the union representing MSVU physical plant and security employees.

2.1.13 **NSGEU 81** means the Nova Scotia Government and General Employees Union, Local 81, which is the union representing MSVU office, library and maintenance employees.

### ***ARTICLE 3: OBJECTIVES***

- 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/member 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 (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 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 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 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 MSVUFA distribution list 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, 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.
- 7.2.3 The Chief Negotiator shall be a non-voting ex-officio member.
- 7.3 The Vice-President and the Treasurer shall be elected for two year terms and are eligible for re-election, pending sabbatical or other leaves. The other members of the Executive Committee shall be elected for one year terms and are eligible for re-election.
- 7.4 No person shall serve on the Executive Committee in the same capacity for more than four consecutive years.
- 7.5 No elected member shall hold more than one voting 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 objectives 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, IUOE 721, NSGEU 81 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 Committees and representatives (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 days in advance of the meeting.
  - 7.7.2 The procedure for Recall shall be:
    - 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 days of the meeting and the votes returned within an additional five 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 day, advise the Nominations Committee of the vacancy.

7.8.2 The procedure for filling vacancies shall be:

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, another member of the Executive Committee or a member of the MSVUFA 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 months under the provisions of 7.6 above.

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

7.8.2.4.3 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 Executive Assistant.

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 Board, Board Finance Committee and at least one other Board committee.

8.1.6 Represent the MSVUFA on the CAUT Council and the NUCAUT.

8.1.6.1 Serve as an alternate representative to the CAUT Defence Fund.

8.1.7 Perform such other duties as may be assigned from time to time by the membership or the Executive Committee.

8.1.8 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 Serve as ex-officio member of the Contract Committee.

8.2.5 Perform such other duties as may from time to time be assigned by the President or the Executive Committee.



- 8.3 The Secretary shall:
- 8.3.1 Maintain the 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 Prepare an interim financial report for presentation at each general meeting.
  - 8.4.6 Arrange an audit, make available audited financial reports and present the end-of-year financial statement to the membership at the regular October meeting.
  - 8.4.7 Supervise the MSVUFA Bursary Fund and the Margie O'Brien Scholarship Fund and report annually to the membership on the state of the funds.
  - 8.4.8 Serve as ex-officio member of the Financial Donations and Investment Committees.
- 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 Serve as ex-officio member of the Nominations Committee.
  - 8.5.3 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 before the AGM from among the membership.
  - 8.6.2 Counsel, assist, and/or represent members involved or contemplating involvement in the grievance and arbitration process of the Collective Agreement.
- 8.7 The Alternate Grievance Officer shall:
  - 8.7.1 Be appointed on an ad hoc basis 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 Members at Large shall:
  - 8.8.1 Liaise, consult and communicate with the membership on matters of importance to the Association.
  - 8.8.2 Individually serve as ex-officio members of the Social and Communications Committees.
  - 8.8.3 Perform such other duties as may from time to time be assigned by the President or the Executive Committee.
- 8.9 After thirty days of notice to any Executive Officer who has been absent for three consecutive meetings, their resignation shall be considered to be effective.

***ARTICLE 9: COMMITTEES***

- 9.1 Standing Committees
  - 9.1.1 The Contract Committee
    - 9.1.1.1 Comprise up to twenty-five members, plus the Vice President and Chief Negotiator (if that member is known) (ex officio).
    - 9.1.1.2 Elect its Chairperson and notify the Executive within fifteen days.
    - 9.1.1.3 Consult the membership regarding priorities and concerns with the Collective Agreement.

- 9.1.1.4 Consult with the Grievance Officer regarding concerns with the Collective Agreement.
  - 9.1.1.5 Research, analyze, and compare specific articles in other collective agreements and the CAUT model clauses.
  - 9.1.1.6 Prepare rationales and propose modifications or additions to articles.
  - 9.1.1.7 Support the bargaining team during negotiations.
- 9.1.2 The Bargaining Team shall:
- 9.1.2.1 Comprise four or five members, one of whom shall be the Chief Negotiator.
  - 9.1.2.2 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.
    - 9.1.2.1.1 The Chief Negotiator shall be a non-voting member of the MSVUFA Executive during years when negotiations are taking place.
  - 9.1.2.3 The remaining three or 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.
  - 9.1.2.4 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.
  - 9.1.2.5 Report at each general meeting during the period negotiations with the Board are in progress.
- 9.1.3 The Nominations Committee shall:
- 9.1.3.1 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 consecutive years immediately preceding, plus the Immediate Past President (ex officio).
  - 9.1.3.2 Elect its Chairperson and notify the membership within fifteen days.

- 9.1.3.3 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.
- 9.1.3.4 Be exempt from the recall provisions of Article 7.6.
- 9.1.4 The Social Committee shall:
  - 9.1.4.1 Comprise four members, one who shall be a Member at Large, appointed by the Executive Committee.
  - 9.1.4.2 Elect its Chairperson and notify the membership within fifteen days of being constituted.
  - 9.1.4.3 Organize, schedule, and coordinate the social and cultural activities of the MSVUFA, except those for which other committees are specifically responsible.
  - 9.1.4.4 Report to the membership when appropriate.
- 9.1.5 The Financial Donations Committee shall:
  - 9.1.5.1 Comprise two voting members appointed annually by the Executive Committee, neither of whom shall be currently on the Executive plus the Treasurer (ex officio).
  - 9.1.5.2 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 membership.
- 9.1.6 The Investment Committee shall:
  - 9.1.6.1 Comprise the Treasurer and two other members appointed annually by the Executive Committee. At least one of the members shall have financial expertise.
  - 9.1.6.2 Oversee the investment of Association funds, in accordance with its Investment Policy, and make recommendations to the Executive Committee for their investment or reinvestment.
  - 9.1.6.3 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.

- 9.1.6.4 Review annually the performance of the invested funds of the Association, and make recommendations to the Executive concerning investment practices.
  - 9.1.6.5 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.
  - 9.1.6.6 Report its activities regularly to the membership.
  - 9.1.6.7 Be subject to the recall provisions of Article 7.6.
- 9.1.7 The Communications Committee shall:
- 9.1.7.1 Comprise four members, one who shall be a Member at Large, appointed by the Executive Committee.
  - 9.1.7.2 Elect its Chairperson and notify the Executive within fifteen days.
  - 9.1.7.3 Provide direction to the Executive on the communications strategic planning process.
  - 9.1.7.4 Recommend communications initiatives.
  - 9.1.7.5 Develop and implement an effective protocol for responding to media enquiries.
  - 9.1.7.6 Develop and implement an effective protocol for tracking media worthy content.
  - 9.1.7.7 Ensure the membership is well-informed on matters affecting the MSVUFA.
- 9.1.8 The Chairpersons of the Committees shall:
- 9.1.8.1 See that the specified functions of the committee are carried out.
  - 9.1.8.2 Act as liaison between the committee and the Executive Committee.
  - 9.1.8.3 Report activities regularly to the membership and, prior to the AGM, submit an annual report to the Executive Committee.

## 9.2 Ad Hoc Committees and Representatives

9.2.1 Ad Hoc committees shall be defined from time to time by the Executive Committee or the membership and shall normally not exceed two year terms.

9.2.1.1 Ad Hoc committees shall appoint a Chairperson who shall ensure the functions as defined in 9.1.9 are followed.

9.2.2 Faculty Association Representatives on the following committees shall represent the interests of the MSVUFA and report regularly to the Executive Committee and to the membership on the activities of these committees:

9.2.2.1 There shall be one appointee to the CAUT Defence Fund Board of Trustees appointed annually by the Executive.

9.2.2.2 There shall be two Faculty Association representatives on the Benefits Users Committee appointed annually by the Executive.

9.2.2.3 There shall be three Faculty Association representatives on the Pension Governance Board, elected for three year terms.

9.2.2.4 There shall be one Faculty Association Executive member representative on ANSUT, appointed annually by the Executive.

9.2.2.5 The Executive shall appoint annually Faculty Association representatives to the following MSVU Committees: Budget, Employment Equity, Harassment and Discrimination, Joint Occupational Health and Safety (two members), Retention and Wellness.

9.2.2.6 From time to time the Executive shall appoint Faculty Association representatives to selection committees for senior administrators.

9.2.2.7 The Executive shall appoint annually Faculty Association representatives to the following external Committees: HDDLC and NSFL Anti-racism.

## ***ARTICLE 10: ELECTIONS***

### 10.1 Nominations

10.1.1 On or before January 15, 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 members nominating and of the nominee.
- 10.1.3 Nominations shall be received by the Nominations Committee for ten days after the call for nominations has been distributed to the members.
- 10.1.4 A member may nominate oneself for a position.
- 10.1.5 The Nominations Committee shall compile and circulate the list of nominees for the Executive offices and any other elected positions within five days following the close of the first call for nominations and issue a second call for all positions.
- 10.1.6 For second and subsequent calls, additional nominations may be received by the Nominations Committee for five 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.
- 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 days.

10.2.5 First ballot

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

10.2.5.2 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 to the result.

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

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

10.2.6 Second ballot

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

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

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

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

10.2.6.5 Members may vote for as many candidates as there are positions to be filled.

10.2.6.6 A candidate who receives a plurality shall be declared elected.

10.2.6.7 In the event of a tie, a run-off election shall be held between those so tied within two days.

10.2.6.8 In the event of a further tie, the election shall be decided by a random process.

10.2.7 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 days.
- 11.4 Nominations must be returned within five 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 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 days after the call the nominations was distributed to the members.
- 11.5 Within three 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 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 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 General Meetings

- 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 general meetings per year in addition to the Annual General Meeting.
- 12.1.3 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.
- 12.1.4 Attendance by the lesser of twenty members or 15% of the membership will constitute a quorum for general meetings of the MSVUFA.

### 12.2 Executive Meetings

- 12.2.1 Attendance by at least one-half of the members of the Executive Committee shall constitute a quorum for meetings of the Executive Committee.

### 12.3 Special Meetings

- 12.3.1 Special meetings of the MSVUFA may be called by the Executive Committee or on the written request of fifteen of the members.
- 12.3.2 Attendance by 25% of the membership will constitute a quorum for special meetings of the MSVUFA.

- 12.4 Rules of Order: The rules contained in the current edition of *Roberts Rules of Order*, 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 and Appendices 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 over budget.
- 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 Constitution.

## **APPENDIX 1 - MSVUFA Investment Policy**

Adopted April 19, 1995. Revised September 20, 2013

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.
  - 1.3 The liquid funds of the Association shall normally be kept on deposit at a Chartered bank or a Credit Union. The financial institution chosen shall be reviewed at least every three years.
  - 1.4 The balance on account at the financial institution shall normally be maintained in a range approved annually by the membership. When the balance exceeds the maximum of this range, excess funds may be invested.
  - 1.5 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.
  - 1.6 A portion of the invested funds shall be redeemable every two months. The amount of this portion shall be approved by the membership and reviewed at least every three years.
  - 1.7 A second portion of the invested funds shall be redeemable every six months. The amount of this portion shall be approved by the membership and reviewed at least every three years.
  - 1.8 The maturity dates of longer-term investments shall normally occur during the period 1 September to 30 April to coincide with the academic year.
  - 1.9 Funds shall be invested in accordance with the ethical principles endorsed by MSVU pension plan members.
  - 1.10 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.
  - 1.11 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. Revised September 20, 2013

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 Donations Committee, former Association members, current students, and any other members of the MSVU community.
5. Unions which are members of the CLC and NUCAUT.
6. Donations shall not exceed \$1000 and if greater than \$1000, membership approval is required.
  - 6.1. An additional donation of up to \$1000 may be approved by the Donations Committee and the Executive Committee for unions on extended strikes or lock-outs.

## **APPENDIX 3 – MSVUFA Privacy Policy**

Revised December 2014

MSVUFA is committed to protecting the privacy of personal information held in its records.

1. MSVUFA collects and uses personal information for the following purposes:
  - the oversight of fairness in the appointment and employment of members;
  - representation of members in disputes, discipline, dismissal, grievances, arbitrations and other labour related matters;
  - joint committee discussions and decisions;
  - collective bargaining;
  - communication with members; and
  - employment of MSVUFA staff members.
2. Non-aggregated personal information will not be disclosed for any purpose other than that for which it was provided without first obtaining the consent of the member(s) concerned, except as required by law or in an emergency for the health and safety of the member whenever it is unfeasible to obtain consent.
3. A member shall be permitted access to her/his individual file during regular business hours. Current MSVUFA Executive Committee members may have access to any files held in the MSVUFA office. Third party access shall be permitted only with the written permission of the member whose file has been requested. Exceptions may occur whenever access reveals personal information about another member.
4. Personal information shall be held in clearly labeled files held in securely locked file cabinets in the MSVUFA Office.
5. Personal information shall be retained indefinitely. If the MSVUFA Executive Committee approves, files shall be destroyed by shredding.

## **APPENDIX 4 - MSVUFA Policy on Conference Attendance**

Adopted January 17, 2003 B Latest Revision January 28, 2005. Revised September 20, 2013

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. 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 Reimbursement of Travel Expenses (see Appendix 5).



## **APPENDIX 5 – MSVUFA Policy on Reimbursement of Travel Expenses**

Revised September 20, 2013

MSVUFA will reimburse members for the cost of travel and accommodations for members attending conferences and meetings which have received prior approval of the MSVUFA Executive.

### **Transportation:**

Members will be reimbursed for economy airfare. Members are encouraged to take advantage of seat sales whenever possible.

Members will be reimbursed for personal use of automobiles based on the approved CAUT mileage rate. Where a member uses their personal automobile in lieu of air, bus, or train transportation the amount of reimbursement for mileage shall not exceed the lowest airfare available at the time of the travel.

Trip cancellation/interruption insurance must be purchased with every air ticket and is an allowable expense.

Personal flight insurance may be purchased but is the responsibility of the member and therefore 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.

### **Accommodations:**

Members will be reimbursed for hotel accommodations based upon room charges. Incidental and miscellaneous charges, such as room service, laundry, movies, telephone, etc. are the responsibility of the member.

#### **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.

**Per Diem:**

Members will be reimbursed for meals and incidentals as per the CAUT approved per diem rate. Meals provided by the conference/meeting organizers shall be deducted as per the CAUT approved per diem rate.

**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 Executive shall approve the costs associated with dependent care and reimbursement shall not exceed the approved amount.

**MSVUFA Travel Expense Claim Form:**

Members are responsible to submit a Travel Expense Claim Form with 30 days of completing the travel.

Travel Expense Claim Forms are available from the MSVUFA office or online at [msvufa.ca/travelclaimform](http://msvufa.ca/travelclaimform)

Travel Expense Claim Forms must be complete in full with original receipts attached. Receipts are required for registration fees, air fare, airport taxes, cancellation insurance, parking, taxis, hotel and dependent care costs. No reimbursement will be made without appropriate receipts.

CAUT approved mileage and per diem rates (effective 2013)

Mileage: 0.55 per km

Breakfast	\$15
Lunch	\$15
Supper	\$40
Other (incidentals)	\$15

## **APPENDIX 6 - MSVUFA Membership Dues**

Adopted January 28, 2005. Revised September 20, 2013

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 as per MSVUFA Constitution Article 13.

### **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 the MSVUFA Collective Agreement Article 29, who are not paying membership dues through payroll deductions.

## **APPENDIX 7 - MSVUFA Employment Policy**

Adopted April 11, 2006. Revised September 20, 2013

### **Member Personnel Files**

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

An individual member 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 member'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.

### **Executive Assistant Evaluation**

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

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

Executive Assistant evaluations shall be made in writing utilizing the MSVUFA Executive Assistant 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 Member within two days.

### **Ad Hoc Personnel Committee**

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

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.

## **APPENDIX 8 – MSVUFA Policy for Handling Member-to-Member Misconduct Allegations**

Adopted December 4, 2014

When a member alleges misconduct against another member in accordance with the Collective Agreement Article 34.7, the MSVUFA provides assistance and representation to the complainant and the respondent as soon as the Dean/University Librarian has initiated the formal investigation.

1. After receiving written notification of the formal investigation by the Dean/University Librarian as per Article 34.7.1, the President of the Faculty Association consults both the complainant and the respondent in order to appoint Association representatives to assist and represent each individual.
2. The Association representatives to serve in this capacity may be members of the Grievance Committee or members of the Association Executive.
  - 2.1 Since the investigation may result in disciplinary action and that either member may grieve such disciplinary action (Article 34.8), the Grievance Officer cannot act as representative to either member during the investigation process.
3. Should both the complainant and the respondent file grievances in accordance with Article 34.8, the members will be represented by the Grievance Officer and the Alternate Grievance Officer (Article 8.7 of the MSVUFA Constitution and Bylaws).

## **APPENDIX 9 – MSVUFA Individual Grievance Policy and Procedures**

Adopted 18 September 2015

This policy is intended to provide a fair, internal process for resolving Collective Agreement related disputes that arise between members and the employer. The Faculty Association's duty of fair representation means every grievance must be thoroughly and seriously investigated and the Association cannot act capriciously or give only superficial attention to a grievance or complaint. In exercising its discretion regarding the advancement of cases to arbitration, the Association has an obligation to review the matter thoroughly, act in good faith, objectively and honestly, and take into consideration the significance of the grievance and its consequences to the member and balance those with the legitimate larger interests of the Association.

### **1. INITIATION OF GRIEVANCE PROCEEDINGS**

- 1.1 A member who feels aggrieved may discuss his/her complaint in a confidential conference with the Grievance Officer. The Grievance Officer shall inform the member if the potential grievance falls under the jurisdiction of a policy other than Article 36 of the Collective Agreement.

### **2. FILING A GRIEVANCE**

- 2.1 To file a grievance in accordance with Article 36.4, a member must inform the Grievance Officer of the following:
  - 2.1.1 The specific Collective Agreement article that has allegedly been violated;
  - 2.1.2 The date of the alleged violation and the date on which the member became aware of the alleged violation;
  - 2.1.3 The facts relevant to the alleged violation;
  - 2.1.4 All documents supporting the allegation;
  - 2.1.5 The administrator(s) against whom the grievance is filed; and
  - 2.1.6 The redress sought.
- 2.2 The Grievance Officer shall consult the Canadian Association of University Teachers' arbitration database and legal advisories as well as obtain legal counsel whenever necessary.
- 2.3 The Grievance Officer, with the agreement of the MSVUFA members of the Joint Committee, shall decide on whether or not to file the grievance and shall inform the member of the reasons for the decision.
  - 2.3.1 If the decision is to file the grievance, then the case proceeds as per Article 36.4.

3. ARBITRATION

- 3.1 Failing a resolution at both Steps 1 and 2 (Articles 36.4 and 36.5 respectively), the Grievance Officer in consultation with the member and with the approval of the Faculty Association Executive shall refer the grievance to arbitration as per Article 36.6.1.

4. REPORTING TO THE MEMBERSHIP

- 4.1 The Grievance Officer shall report to the Faculty Association Executive and to the membership at large during the regular monthly meetings.