

**CONSTITUTION**  
MOUNT SAINT VINCENT UNIVERSITY FACULTY ASSOCIATION (1988)  
(REVISED NOVEMBER 2020; LAST UPDATED OCTOBER 2023)

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## **PREAMBLE**

The Mount Saint Vincent University Faculty Association and its members recognize that MSVU is in K'jipuktuk, part of Mi'kma'ki, the unceded and ancestral territory of the Mi'kmaq. The MSVUFA is a member-driven, democratic organization that aspires, in all of its work, activities, and decision-making, to maximize the full participation and engagement of and communication with all of its members in overcoming historical and structural inequities relating to the Protected Characteristics as specified in the Nova Scotia Human Rights Act.

## **ARTICLE 1: NAME**

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

## **ARTICLE 2: DEFINITIONS**

2.1 In this document, unless otherwise specified:

**ANSUT** means the Association of Nova Scotia University Teachers.

**Bargaining Unit** means that body certified by the Labour Relations Board of Nova Scotia.

**Board** means the Board of Governors of the University.

**CAUT** means the Canadian Association of University Teachers.

**CLC** means the Canadian Labour Congress.

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

**Employer** means the Mount Saint Vincent University Board of Governors.

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

**IUOE 721** means the International Union of Operating Engineers, Local 721, which is the union representing MSVU custodial, steam plant, security, and switchboard employees.

**Margie O'Brien Scholarship** means the endowed scholarship established by the MSVUFA in memory of Dr. Margie O'Brien, the first president of the unionized MSVUFA.

**Member** means a member of the bargaining unit.

**Member of the MSVUFA (MSVUFA Member)** means a member of the Mount Saint Vincent Faculty Association.

**MPHEC** means Maritime Provinces Higher Education Commission.

**MSVUFA** means Mount Saint Vincent University Faculty Association.

**MSVUFA Bursary** means an endowed bursary established by the MSVUFA to honour the memory of deceased MSVUFA members, past and present, as well as their relatives and friends.

**MSVUSU** means Mount Saint Vincent University Students' Union.

**Negotiables** means documents, for example a cheque, facilitating the transfer of ownership from one party to another.

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

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

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

**University** means Mount Saint Vincent University.

### **ARTICLE 3: OBJECTIVES**

- 3.1 To promote the independence and freedom of teaching, of thought and speech, and of research within the University.
- 3.2 To express members' position 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 bargaining unit.
- 3.5 To promote the joint interests and welfare of the MSVUFA, ANSUT, and CAUT.

### **ARTICLE 4: DUES**

- 4.1 Members shall pay dues as are established from time to time at general meetings.
  - 4.1.1 The mil rate is 11.5 (1.15% of salary), paid to the MSVUFA as part of bi-weekly payroll deductions. The MSVUFA deposits 5% of the dues in the Margie O'Brien Scholarship Fund.

### **ARTICLE 5: FISCAL YEAR**

- 5.1 The fiscal year of the MSVUFA shall be 1 July to 30 June.

### **ARTICLE 6: MEMBERSHIP**

- 6.1 Members are members of the MSVUFA bargaining unit.
- 6.2 Members have the right to participate in job action and ratification votes.

- 6.3 Members are members of the MSVUFA unless and until they indicate annually in writing by 30 September to the MSVUFA Administrative Assistant that they do not wish to be members of the MSVUFA.
- 6.4 Only members of the MSVUFA are entitled to vote at meetings and in elections of the MSVUFA and to serve on MSVUFA committees or as representatives of the MSVUFA.

## **ARTICLE 7: EXECUTIVE COMMITTEE**

### General

- 7.1 All members of the MSVUFA shall be eligible for election to the MSVUFA Executive Committee.
- 7.2 The MSVUFA shall indemnify its Executive Members.
- 7.3 The Executive Committee of the MSVUFA shall consist of the following voting members: President, Vice-President, Secretary, Treasurer, Immediate Past President (ex officio), and four (4) members at large, including at least one (1) from each faculty.
  - 7.3.1 The Grievance Officer shall be a non-voting ex officio member.
  - 7.3.2 The Lead Negotiator shall be a non-voting ex officio member.
- 7.4 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 voting members of the Executive Committee shall be elected for one-year terms and are eligible for re-election.
- 7.5 Normally, no person shall serve on the Executive Committee for more than six (6) consecutive years, and no person shall serve on the Executive Committee in the same capacity for more than four (4) consecutive years.
- 7.6 No elected member shall hold more than one (1) voting position on the Executive Committee at one time.

### Duties

- 7.7 The Executive shall be responsible for carrying out the policies as decided by the MSVUFA, and for furthering the objectives of the MSVUFA.
- 7.8 The Executive shall initiate consultation and shall be responsible for liaison between the MSVUFA and organizations such as ANSUT, CAUT, CUPE 3912, HDDLC, IUOE 721, MSVUSU, NSFL, NSGEU 81, and NUCAUT in all matters of mutual concern.
- 7.9 The Executive shall act as the liaison between the MSVUFA and the Employer.
- 7.10 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.
- 7.11 The Executive shall call general and special meetings of the MSVUFA in the manner set forth in Article 12.

- 7.11.1 Notice of motion is required for motions involving items of finance more than \$2000 over budget and shall be sent to the MSVUFA membership at least five (5) working days in advance of the meeting.
- 7.12 The Executive shall have power to receive funds as may be voted on 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 the MSVUFA.
- 7.13 The Officers authorized to sign negotiables shall be any two of the President, the Vice-President, and the Treasurer.
- 7.14 With two-thirds prior MSVUFA 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.
- 7.15 The Executive shall appoint committees and representatives.
- 7.16 The Executive shall biennially appoint a member of the MSVUFA to the CAUT Defence Fund Board of Trustees.
- 7.17 The Executive shall annually appoint a member of the MSVUFA to be a delegate to ANSUT.

#### Audits

- 7.18 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.
  - 7.18.1 The results of the annual audit and the end-of-year financial statement shall be communicated to the MSVUFA membership at the October general meeting.

#### Recall

- 7.19 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 is sent to the MSVUFA membership at least five (5) working days in advance of the meeting. The procedure for recalling members of the Executive Committee shall be:
  - 7.19.1 At the meeting where the motion will be made, the vote shall be called at the meeting, and two-thirds majority of those present shall be required to adopt the motion.
  - 7.19.2 If a motion to recall is adopted, the members of the Executive Committee identified in the motion shall be held to have resigned.
- 7.20 At a duly constituted meeting of the Executive Committee, any member of an MSVUFA Standing Committee or any MSVUFA Representative on any committee may be called upon to resign provided that notice of motion is sent to members of the Executive at least five (5) working days in advance of the meeting.
  - 7.20.1 If a motion to recall is adopted, the member identified in the motion shall be held to have resigned.

## Vacancies

- 7.21 In the event a vacancy occurs on the Executive Committee, the President shall inform the Executive Committee and the Nominations Committee within one (1) working day. The procedure for filling vacancies shall be:
- 7.21.1 In the event that the position of President becomes vacant, the Vice-President shall assume all the duties of the President until the by-election is completed.
    - 7.21.1.1 The Executive Committee shall within five (5) working days notify the MSVUFA membership.
  - 7.21.2 In the event that the positions of President and Vice-President become vacant, another member of the Executive Committee or a member of the MSVUFA shall be appointed by the Executive to assume the duties of President until the completion of the by-election.
    - 7.21.2.1 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 MSVUFA member so appointed is not one who has been recalled within the preceding twelve (12) months under the provisions of Article 7.19.
    - 7.21.2.2 The Executive Committee shall within five (5) working days notify the MSVUFA membership.

## **ARTICLE 8: DUTIES OF EXECUTIVE MEMBERS**

- 8.1 The President shall:
- 8.1.1 Supervise the general management of the affairs of the MSVUFA, including the responsibilities imposed by the Collective Agreement between the Employer and the MSVUFA.
    - 8.1.1.1 Supervise the MSVUFA Administrative 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 Joint Committee for the Administration of the Agreement.
  - 8.1.6 Represent the MSVUFA on the Board, Board Finance Committee, and at least one (1) other Board committee, and, normally, on Senate.
  - 8.1.7 Represent the MSVUFA on CAUT Council and NUCAUT.
  - 8.1.8 Perform such other duties as may be assigned from time to time by the MSVUFA membership or the Executive Committee.

8.1.9 After consulting all members of the Executive and with the agreement of two-thirds of the Executive, take all necessary steps of an emergency nature for the benefit of the bargaining unit or the MSVUFA membership, and then inform the bargaining unit or the MSVUFA membership expeditiously.

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 and Chair of the Job Action Committee.

8.2.5 Represent the MSVUFA on the Joint Committee for the Administration of the Agreement.

8.2.6 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 general 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 and deposit of funds into the bank accounts 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 On an annual basis, prepare a budget and dues schedule for the approval of the Executive Committee and the MSVUFA membership. The budget shall be presented to the MSVUFA membership at the 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 MSVUFA membership at the October general meeting.

- 8.4.7 Supervise the MSVUFA Bursary Fund and the Margie O'Brien Scholarship Fund and report annually to the MSVUFA membership on the state of the funds.
- 8.4.8 Serve as ex officio member of the Investment Committee.
- 8.5 The Immediate Past President shall:
  - 8.5.1 Serve as ex officio member of the Nominations Committee.
  - 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 Executive Committee from among the MSVUFA membership by 1 February.
    - 8.6.1.1 The appointment shall normally begin on 1 July.
  - 8.6.2 Counsel, assist, and/or represent members involved or contemplating involvement in the grievance and arbitration process of the Collective Agreement.
  - 8.6.3 Represent the MSVUFA on the Joint Committee for the Administration of the Agreement.
- 8.7 The Alternate Grievance Officer shall:
  - 8.7.1 Be appointed by the Executive Committee on an ad hoc basis from among the MSVUFA membership to serve in the absence or unavailability of the Grievance Officer or if the Grievance Officer's service would place her in a conflict.
- 8.8 The Members at Large shall:
  - 8.8.1 Liaise, consult, and communicate with the MSVUFA membership on matters of importance to the MSVUFA.
  - 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 The Lead Negotiator shall:
  - 8.9.1 Be appointed by the Executive.
    - 8.9.1.1 Normally, the appointment shall be made between 1 July immediately following the signing of the Collective Agreement and the first fall meeting of the Executive.
  - 8.9.2 Be a non-voting member of the MSVUFA Executive during years when negotiations are taking place.



8.10 Normally, in the event a member of the Executive Committee is absent for three (3) consecutive Executive meetings, the member shall be held to have resigned.

## **ARTICLE 9: COMMITTEES**

### Committee Budgets

9.1 All committees shall work within their budget allocations. Requests for funds exceeding approved budget limits must be submitted to the Executive.

### Standing Committees

9.2 The Bargaining Committee shall:

9.2.1 Be comprised of four (4) or five (5) MSVUFA members, one of whom shall be the Lead Negotiator.

9.2.1.1 The remaining members of the Bargaining Committee shall be appointed by the Executive Committee in consultation with the Lead Negotiator.

9.2.2 Serve at the pleasure of the Executive.

9.2.3 Represent the MSVUFA in negotiations with the Employer and bring recommendations to the Executive and the membership concerning the acceptance or rejection of any proposed collective agreement or memorandum of settlement.

9.2.4 Report at general or special meetings during the period negotiations with the Employer are in progress.

9.2.5 Consult the MSVUFA membership regarding priorities and concerns with the Collective Agreement.

9.2.6 Consult with the Grievance Officer regarding concerns with the Collective Agreement.

9.2.7 Research, analyze, and compare specific articles in other collective agreements and CAUT model clauses.

9.2.8 Prepare rationales and propose modifications or additions to articles.

9.3 The Job Action Committee shall:

9.3.1 Be comprised of three (3) to five (5) MSVUFA members, one of whom shall be a member of the Executive Committee, for terms established by the Executive at the time of appointment, in any year in which Collective Agreement negotiations are expected to occur.

9.3.2 Be chaired by the Vice-President of the MSVUFA.

9.3.2.1 The Chair shall see that the specified functions of the Job Action Committee are followed.

9.3.3 The Committee shall have the following functions:

9.3.3.1 Develop and recommend an implementation strategy for a job action to the Executive and carry out the plan as approved by the Executive.

9.3.3.2 Together with the Executive, provide leadership during any job action by coordinating and carrying out job action activities, including forming ad hoc subcommittees, ensuring strike pay, securing a location for job action headquarters, making necessary arrangements for the location of pickets, marches, or other gatherings, preparing schedules for picketing, organizing transportation and food preparation, establishing and maintaining lines of communication with members, staffing the headquarters and phone lines, preparing picketing signs, and assisting in maintaining a job action section on the MSVUFA website.

9.4 The Nominations Committee shall:

9.4.1 Be comprised of three (3) MSVUFA members elected annually, none of whom shall be a member of the Executive Committee, Bargaining Committee, or Job Action Committee, or none of whom shall, normally, have served on the Nominations Committee for three consecutive years immediately preceding. The Immediate Past President is an ex officio member.

9.4.2 Elect its Chair and notify the Executive Committee within fifteen (15) working days of being constituted. The Executive will then inform the MSVUFA membership.

9.4.2.1 The Chair shall see that the specified functions of the committee are carried out, act as liaison between the committee and the Executive Committee, report activities regularly to the MSVUFA membership, and, prior to the AGM, submit an annual report to the Executive Committee.

9.4.3 Conduct all elections and by-elections for Executive positions and other committee positions that require election in accordance with the provisions of the Constitution, and conduct ratification and job action votes as required.

9.5 The Social Committee shall:

9.5.1 Be comprised of four (4) MSVUFA members, one of whom shall be a member at large, appointed by the Executive Committee.

9.5.2 Elect its Chair and notify the Executive Committee within fifteen (15) working days of being constituted. The Executive will then inform the MSVUFA membership.

9.5.2.1 The Chair shall see that the specified functions of the committee are carried out, act as liaison between the committee and the Executive Committee, report activities regularly to the MSVUFA membership, and, prior to the AGM, submit an annual report to the Executive Committee.

9.5.3 Organize, schedule, and coordinate the social and cultural activities of the MSVUFA, except those for which other committees are specifically responsible.

9.6 The Investment Committee shall:

- 9.6.1 Be comprised of the Treasurer and two (2) other MSVUFA members appointed annually by the Executive Committee. At least one (1) of the members shall have financial expertise.
- 9.6.2 Elect its Chair and notify the Executive Committee within fifteen (15) working days of being constituted. The Executive will then inform the MSVUFA membership.
  - 9.6.2.1 The Chair shall see that the specified functions of the committee are carried out, act as liaison between the committee and the Executive Committee, report activities regularly to the MSVUFA membership, and, prior to the AGM, submit an annual report to the Executive Committee.
- 9.6.3 Oversee the investment of MSVUFA funds, in accordance with its Investment Policy in Appendix A1, and make recommendations to the Executive Committee for their investment or reinvestment.
- 9.6.4 Review at least every three (3) years the financial institution at which the MSVUFA maintains its accounts, and make recommendations to the Executive concerning banking services.
- 9.6.5 Review annually the performance of the invested funds of the MSVUFA, and make recommendations to the Executive concerning investment practices.
- 9.6.6 Review annually the amounts specified in the Investment Policy for the liquid funds, and for each portion of invested funds, and make recommendations to the Executive if any changes are needed.

9.7 The Communications Committee shall:

- 9.7.1 Be comprised of four (4) MSVUFA members, one of whom shall be a member at large, appointed by the Executive Committee.
- 9.7.2 Elect its Chair and notify the Executive Committee within fifteen (15) working days of being constituted. The Executive will then inform the MSVUFA membership.
  - 9.7.2.1 The Chair shall see that the specified functions of the committee are carried out, act as liaison between the committee and the Executive Committee, report activities regularly to the MSVUFA membership, and, prior to the AGM, submit an annual report to the Executive Committee.
- 9.7.3 Provide direction to the Executive on the communications strategic planning process.
- 9.7.4 Recommend communications initiatives.
- 9.7.5 Support the Executive in their response to media enquiries.
- 9.7.6 Develop and implement an effective protocol for tracking media worthy content. Track the media and support the Executive in their communication to the MSVUFA membership and external constituents.

9.7.7 Ensure the MSVUFA membership is well informed on matters affecting the MSVUFA.

9.8 The Equity Action Committee shall:

9.8.1 Be comprised of at least five (5) MSVUFA members, one of whom shall be a member of the MSVUFA Executive (ex officio position) and one of whom shall be the MSVUFA Representative on the MSVU Employment Equity Committee.

9.8.1.1 The Chair shall see that the specified functions of the committee are carried out, act as liaison between the committee and the Executive Committee, report activities regularly to the MSVUFA membership, and, prior to the AGM, submit an annual report to the Executive Committee.

9.8.2 Identify issues of concern with policies and practices at MSVU, make recommendations to the MSVUFA Executive, and undertake initiatives that foster equity, diversity, inclusion, and accessibility.

9.8.3 Meet at least twice each term (fall and winter).

9.9 The Research and Scholarship Committee shall:

9.9.1 Be comprised of at least five (5) MSVUFA members, one of whom shall be a member of the MSVUFA Executive (ex officio position) and one of whom shall be from among the members of the MSVU Senate Committee on Research and Publications (CRP). Membership should strive to encompass a breadth of disciplines, research methodologies, conceptual frameworks, and career stages.

9.9.2 Elect its Chair and notify the Executive Committee within fifteen (15) working days of being constituted. The Executive will then inform the MSVUFA membership.

9.9.2.1 The Chair shall see that the specified functions of the committee are carried out, act as a liaison between the committee and the Executive Committee, report activities regularly to the MSVUFA membership, and, prior to the AGM, submit an annual report to the Executive Committee.

9.9.3 Act as an advocacy body regarding research and scholarship-related matters on behalf of the MSVUFA membership. This can include identifying opportunities and issues of concern with policies and practices at MSVU, making recommendations to the MSVUFA Executive to enhance research and scholarship culture, addressing inequities across faculties, and proposing initiatives that support research and scholarship for members.

9.9.4 Meet at least twice each term (fall and winter). Meetings are open and all MSVUFA members are invited to attend.

#### Ad Hoc Committees

9.10 Ad hoc committees shall be defined from time to time by the Executive Committee or the MSVUFA membership and shall normally not exceed two-year terms.

9.11 Ad hoc committees shall appoint a Chair and notify the Executive Committee within fifteen (15) working days of being constituted. The Executive will then inform the MSVUFA membership.

9.11.1 The Chair shall see that the specified functions of the committee are carried out, act as liaison between the committee and the Executive Committee, report activities regularly to the MSVUFA membership, and, prior to the AGM, submit an annual report to the Executive Committee.

### MSVUFA Representatives

9.12 MSVUFA Representatives shall be appointed by the MSVUFA Executive, and they shall represent the interests of the MSVUFA. These representatives shall report regularly to the Executive Committee and to the MSVUFA membership on the activities of these committees. The following list of MSVUFA representation is not exhaustive:

9.12.1 There shall be one (1) appointee to the CAUT Defence Fund Board of Trustees appointed biennially.

9.12.2 There shall be one (1) MSVUFA Executive member representative on ANSUT appointed annually.

9.12.3 MSVUFA representatives shall be appointed to the following MSVU Committees normally every one (1) to three (3) years, depending on the terms of reference for each: Accessibility Advisory, Benefit Users (two members), Budget (two members), Employment Equity, Harassment and Discrimination, Joint Occupational Health and Safety (two members), Pension Governance Board (three members), Retention, and Wellness.

9.12.4 MSVUFA representatives shall be appointed to search committees for senior administrators.

9.12.5 Up to three (3) MSVUFA representatives shall be appointed annually to serve as alternate members of the Joint Committee for the Administration of the Agreement.

9.12.6 MSVUFA representatives shall be appointed to external labour-related organizations such as HDDLC and NSFL.

## **ARTICLE 10: ELECTIONS**

### Nominations

10.1 On or before 15 January, written notice shall be sent by the Nominations Committee to all MSVUFA members inviting nominations for positions on the Executive Committee and any other positions that require election scheduled to be filled in the upcoming year.

10.2 Each member of the MSVUFA shall be allowed to nominate as many MSVUFA members as there are positions to be filled.

10.2.1 No candidate may be nominated for more than one position on the Executive Committee.

10.2.2 Nominations shall require the written notice of support of two MSVUFA members and the agreement of the nominee.

- 10.3 Nominations shall be received by the Nominations Committee for ten (10) working days after the call for nominations has been distributed to the MSVUFA membership.
- 10.4 A member of the MSVUFA may nominate herself for a position.
- 10.5 The Nominations Committee shall compile and circulate the list of nominees for the Executive positions and any other positions that require election within two (2) working days following the close of the first call for nominations and issue a second call for all positions.
- 10.6 For second and subsequent calls, additional nominations may be received by the Nominations Committee for ten (10) working days after the call for nominations has been distributed to the MSVUFA membership.
  - 10.6.1 The Nominations Committee shall compile and circulate the list of nominees for the Executive positions and any other positions that require election within two (2) working days following the close of the second call for nominations and issue a third call for all remaining positions.
    - 10.6.1.1 This process shall be repeated until all positions are filled either through election or acclamation.
  - 10.6.2 Should no additional candidates be nominated, a candidate shall be acclaimed after her name has been circulated to the MSVUFA membership for one (1) additional call and no new candidates are nominated for the same position by the close of this call.
  - 10.6.3 If two (2) or more candidates are nominated for the same position, then an election will be held as per Article 10.7.

### Elections

- 10.7 If an election is required, the Nominations Committee shall send written notice to the MSVUFA membership at least ten (10) working days prior to the election identifying the candidates and the positions for which they have been nominated.
  - 10.7.1 At the end of this notice period, the Nominations Committee shall then initiate the election by distributing the first ballot to the MSVUFA membership.
  - 10.7.2 On each ballot, MSVUFA members may vote for as many candidates as there are positions to be filled.
  - 10.7.3 All votes shall be given equal weight.
  - 10.7.4 No MSVUFA member may vote more than once for any candidate.
  - 10.7.5 Ballots with fewer votes than the number of positions to be filled are valid.
  - 10.7.6 MSVUFA members shall have ten (10) working days to cast their votes.
  - 10.7.7 Candidates who receive a majority (50% plus 1 of the votes cast) shall be declared elected and their names dropped from any subsequent ballots.

10.7.7.1 In the event of a vote between more than two (2) candidates, the lowest ranked candidate will be eliminated and another vote held for the remaining candidates.

10.7.7.2 This process shall be repeated until a majority is reached.

10.7.7.2.1 In the event of a tie, the Nomination Committee shall distribute another ballot within two (2) working days, and MSVUFA members shall have ten (10) working days to cast their votes.

10.7.7.2.2 In the event of a further tie, the election shall be decided by the Nominations Committee using a random process.

10.7.8 Once an Executive position or other position that requires election has been filled either by acclamation or election, the Nominations Committee shall inform the MSVUFA membership within two (2) working days.

10.7.9 Normally, the newly elected Executive Committee and other elected committee members shall be welcomed at the Annual General Meeting.

10.7.10 Newly elected individuals shall begin their term on 1 July in the year of election and shall serve until 30 June of the end of their term.

## **ARTICLE 11: BY-ELECTIONS**

11.1 Where a vacancy occurs during a term for a position, the same procedure will be used to fill the vacancy as was used to fill the position originally in accordance with Article 10, subject to the alterations regarding nomination and elections specified below.

11.2 Upon notification of such vacancy, the Nominations Committee shall distribute a call for nominations within two (2) working days.

11.3 The Nominations Committee may decide to hold the by-election at the next scheduled general meeting provided that the following conditions are met:

11.3.1 The meeting occurs during the time period for balloting.

11.3.2 Notice of the by-election is distributed with the agenda.

11.4 In the event that the by-election is conducted at a general meeting, nominations may be accepted from the floor prior to balloting.

11.5 Those so elected shall serve for the remainder of the existing term of that position.

## **ARTICLE 12: MEETINGS**

### General Meetings

12.1 General meetings of the MSVUFA shall be held regularly as announced by the Executive Committee.

- 12.1.1 Minutes of previous meetings and agendas to be introduced at general meetings of the MSVUFA must be sent to the MSVUFA membership at least five (5) working days prior to the date of the meetings.
- 12.1.2 There shall be a minimum of four (4) general meetings per year in addition to the Annual General Meeting held in April.
- 12.1.3 Only MSVUFA 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 (20) MSVUFA members or 15% of the MSVUFA membership will constitute a quorum for general meetings of the MSVUFA.

#### Executive Meetings

- 12.2 Attendance by at least one-half of the members of the Executive Committee shall constitute a quorum for meetings of the Executive Committee. A reasonable attempt shall be made to include all members of the Executive in the scheduling of meetings.

#### Special Meetings

- 12.3 Special meetings of the MSVUFA may be called by the Executive Committee or on the written request of fifteen MSVUFA members.
  - 12.3.1 Notice of special meetings must be sent to the MSVUFA membership at least two (2) working days prior to the scheduled date.
  - 12.3.2 Attendance by 25% of the MSVUFA membership will constitute a quorum for special meetings of the MSVUFA.

#### Rules of Order

- 12.4 The rules contained in the current edition of *Robert's 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 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 sent to the MSVUFA membership at least two (2) 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 MSVUFA members present and voting at the meeting.



## **APPENDIX A1: MSVUFA INVESTMENT POLICY**

A1.1 The investment objectives of the MSVUFA are:

A1.1.1 To maintain sufficient liquidity in its funds to meet its fiscal obligations.

A1.1.2 To maximize the returns on its investments while minimizing the risk to the funds.

A1.1.3 Normally, to keep on deposit the liquid funds of the MSVUFA at a chartered bank or a credit union.

A1.1.3.1 The financial institution chosen shall be reviewed at least every three (3) years.

A1.1.4 To maintain the balance on account at the financial institution in a range normally approved annually by the MSVUFA membership.

A1.1.4.1 When the balance exceeds the maximum of this range, excess funds may be invested.

A1.1.5 To maintain invested funds in fully secured, interest-bearing securities such as CDIC-insured GICs, Government of Canada or Provincial Treasury Bills, or bonds.

A1.1.6 To ensure that a portion of the invested funds shall be redeemable every two (2) months.

A1.1.6.1 The amount of this portion shall be approved by the MSVUFA membership and reviewed at least every three (3) years.

A1.1.7 To ensure that a second portion of the invested funds shall be redeemable every six (6) months.

A1.1.7.1 The amount of this portion shall be approved by the MSVUFA membership and reviewed at least every three (3) years.

A1.1.8 To ensure that the maturity dates of longer-term investments shall normally occur during the period 1 September to 30 April to coincide with the academic year.

A1.1.9 To invest funds in accordance with the ethical principles endorsed by MSVU pension plan members.

A1.1.10 To bring any proposal for changes to investments to the Executive Committee.

A1.1.10.1 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.

## **APPENDIX A2: MSVUFA FINANCIAL DONATION POLICY**

A2.1 The following are eligible for MSVUFA donations:

A2.1.1 Other faculty associations and umbrella organizations;

A2.1.2 Affiliated organizations, unions, and bodies concerned with post-secondary education;

A2.1.3 Groups reflective of the Mission Statement of MSVU;

A2.1.4 The MSVUFA Bursary Fund and the Margie O'Brien Scholarship Fund.

A2.1.4.1 The Executive approves semi-annual donations (normally in December and April) to the Bursary Fund, and deposits 5% of MSVUFA membership dues in the Margie O'Brien Scholarship Fund.

A2.1.5 Unions which are members of CLC and NUCAUT.

A2.2 For donations greater than \$2000, MSVUFA membership approval is required.

A2.2.1 An additional donation of up to \$1000 may be approved by the Executive Committee for unions on extended strikes or lockouts.

### **APPENDIX A3: MSVUFA PRIVACY POLICY**

A3.1 The MSVUFA is committed to protecting the privacy of personal information held in its records.

A3.1.1 The 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 all labour-related matters; Joint Committee discussions and decisions; collective bargaining; communication with members; and employment of MSVUFA employees.

A3.1.2 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.

A3.1.3 A member shall be permitted access to her individual file during regular business hours. The current MSVUFA Grievance Officer, President, Bargaining Committee, and Administrative Assistant may have access to files containing personal information. Third-party access shall be permitted only with the written permission of the member whose file has been requested. Permission may not be granted whenever access reveals personal information about another member.

A3.1.4 Personal information shall be retained indefinitely.

### **APPENDIX A4: MSVUFA POLICY ON CONFERENCE ATTENDANCE**

A4.1 MSVUFA members are eligible to attend the following conferences and meetings with MSVUFA financial support. Attendance will be determined by the MSVUFA Executive. The order of priority for attendance at conferences and meetings shall normally be as follows:

A4.1.1 Business meetings of labour organizations of which the MSVUFA is a member;

A4.1.2 Conferences sponsored/co-sponsored by CAUT;

- A4.1.3 Post-secondary education workshops/conferences sponsored by government organizations;
- A4.1.4 Conferences sponsored by labour organizations and professional societies that are useful for the MSVUFA.

A4.2 This policy in no way requires the MSVUFA to send MSVUFA members to conferences and meetings of the types listed above, except for those where attendance is mandated by the MSVUFA Constitution.

## **APPENDIX A5: MSVUFA POLICY ON REIMBURSEMENT OF TRAVEL EXPENSES**

A5.1 The MSVUFA will reimburse MSVUFA members for the cost of travel and accommodations for MSVUFA members attending conferences and meetings that have received prior approval of the MSVUFA Executive.

### Transportation

A5.2 MSVUFA members will be reimbursed for economy airfare. MSVUFA members are encouraged to take advantage of seat sales whenever possible.

A5.2.1 MSVUFA members will be reimbursed for personal use of automobiles based on the approved CAUT mileage rate. Where an MSVUFA member uses her 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.

A5.2.2 Trip cancellation/interruption insurance must be purchased with every air ticket and is an allowable expense.

### Accommodations

A5.3 MSVUFA members will be reimbursed for hotel accommodations based upon room charges. Incidental and miscellaneous charges such as room service, laundry, movies, and telephone are the responsibility of the member.

A5.3.1 If MSVUFA 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 MSVUFA expenses, unless they can demonstrate that one (1) additional night away will result in an airfare saving greater than the additional hotel and meal expenses.

### Per Diem

A5.4 MSVUFA members will be reimbursed for meals and incidentals according to the per diem rate approved by CAUT. Normally, MSVUFA members should not claim expenses when meals are provided by the conference organizers.

### Dependent Care

A5.5 MSVUFA members whose dependents rely upon them for care may apply for reimbursement of costs associated with providing alternate care, when the need for care arises from an MSVUFA member's attendance at a conference on behalf of the MSVUFA. The Executive shall pre-approve the costs

associated with dependent care and reimbursement shall normally not exceed the pre-approved amount.

#### MSVUFA Travel Expense Claim Form

A5.6 MSVUFA members are responsible for submitting a Travel Expense Claim Form within 30 calendar days of completing the travel.

A5.6.1 MSVUFA Travel Expense Claim Forms are available from the MSVUFA office or online (msvufa.ca).

A5.6.2 Travel Expense Claim Forms must be completed in full with original receipts attached. No reimbursement will be made without appropriate receipts.

### **APPENDIX A6: MSVUFA EMPLOYMENT POLICY**

#### Administrative Assistant Evaluation

A6.1 The Administrative Assistant shall be evaluated according to the schedule set out in her employment contract and at least annually.

A6.1.1 The Administrative Assistant shall be evaluated according to the schedule set out in her employment contract and at least annually.

A6.1.2 Administrative Assistant evaluations shall normally be conducted by the President in consultation with the employee and with the MSVUFA Executive Committee.

A6.1.3 Administrative Assistant evaluations shall be made in writing utilizing the MSVUFA Administrative Assistant Evaluation Form.

A6.1.4 The President shall submit the evaluation and outcome recommendation to the Executive within four (4) weeks of its completion.

A6.1.5 The Executive shall, by majority vote, determine the outcome of the evaluation.

A6.1.6 The President shall communicate the Executive's decision in writing to the Administrative Assistant within two (2) working days.

#### Ad Hoc Staffing Committee

A6.2 When necessary, the Executive shall appoint an Ad Hoc Staffing Committee for the purpose of hiring MSVUFA employees.

A6.2.1 This 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 A7: MSVUFA POLICY FOR HANDLING MEMBER-TO-MEMBER MISCONDUCT ALLEGATIONS**

- A7.1 When a member alleges misconduct against another member in accordance with the Collective Agreement Article 34, the MSVUFA provides assistance and representation to the complainant and the respondent as soon as the Dean/University Librarian has initiated the formal investigation.
- A7.1.1 After receiving written notification of the formal investigation by the Dean/University Librarian as per Article 34, the President of the MSVUFA shall consult both the complainant and the respondent in order to appoint MSVUFA representatives to assist and represent each individual.
  - A7.1.2 The MSVUFA representatives to serve in this capacity shall be members of the Executive.
  - A7.1.3 Since the investigation may result in disciplinary action and since either member may grieve such disciplinary action in accordance with Articles 34 and 36, the Grievance Officer cannot act as representative to either member during the investigation process.
  - A7.1.4 Should both the complainant and the respondent file grievances in accordance with Articles 34 and 36, the members will be represented by the Grievance Officer and the Alternate Grievance Officer.