

# MEMORIAL UNIVERSITY OF NEWFOUNDLAND FACULTY ASSOCIATION CONSTITUTION

(This copy of the Constitution contains amendments approved by General Meetings up to and including that of October 22, 2008.)

## **Article I** (Name)

Memorial University of Newfoundland Faculty Association (MUNFA).

## **Article II** (Purpose)

The purpose of the Association is to promote the professional interests of its members, to advance the standards of university teaching and research, and, within the Province of Newfoundland, to regulate relations between employers and employees through collective bargaining, and without limiting the foregoing, to regulate relations between Memorial University of Newfoundland as employer and its academic staff, including professional librarians, as employees.

## **Article III** (Affiliation)

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

## **Article IV** (Membership and Fees)

1. Membership in MUNFA shall be open to any person who is employed by the Memorial University of Newfoundland (as defined by the Memorial University Act, 1949, as amended) or any of its branches, divisions, services or affiliates, who holds the academic rank of Professor, Associate Professor, Assistant Professor, Lecturer, Laboratory Instructor, Co-operative Education Coordinators (CECs) (or the equivalents of said ranks), and who is primarily engaged in teaching or research, including all persons who hold the academic rank of Librarian I, Librarian II, Librarian III, or Librarian IV, and all persons holding teaching term appointments including per course appointments, except the following.
  - (a) The President of the University, or any Vice-President, or the Principal of Sir Wilfred Grenfell College.<sup>1</sup>
  - (b) Any Dean, Vice-Principal, or the

University Librarian.<sup>1</sup>

- (c) Clinical Associate.
  - (d) Director (or equivalent) of a non-academic department (where an academic department is defined as one engaged primarily in teaching and/or research).<sup>1</sup>
2. Interpretation of the regulations for eligibility for membership in MUNFA shall be made by the Executive Committee, subject to review by the General Meeting.
  3. A person shall be considered a member of MUNFA:
    - (a) if he/she is a member of a MUNFA bargaining unit, unless he/she has written to the Secretary of MUNFA stating his/her wish not to be a member of the Association; or
    - (b) if he/she is not a member of a MUNFA bargaining unit, from one month after he/she has authorized the Director of Human Resources to deduct MUNFA fees from salary payments as long as he/she continues this authorization; or
    - (c) if he/she is not a member of a MUNFA bargaining unit and he/she has paid fees by cheque for the current bimonthly period to the Treasurer of the Association.

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

4. All members of MUNFA, except Retired members, are also members of the CAUT.
5. MUNFA fees, except for Retired membership fees, shall be determined annually at a General Meeting. Special levies may be approved at any General Meeting with at least ten days

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<sup>1</sup>Deputies to the individuals referred to in clauses IV.1(a), (b) and (d) (e.g., those with titles assistant, associate, etc.) are eligible for membership in MUNFA if they hold academic rank and their primary duties are research, teaching, administrative duties of an academic nature, or a combination of these.

notice to members of the Association. Changes in MUNFA fees shall normally come into effect on July 1st of each year. CAUT fees are determined by the appropriate bodies of CAUT.

6. Individuals who are members of MUNFA at the time they retire on pension from the staff of Memorial University, or who retire because of age without pension after less than the qualifying number of years, shall be eligible for Retired membership in MUNFA. Such membership shall be conferred upon application to the Executive Committee and payment of a five dollar annual membership fee. Retired members enjoy all the rights of other members, including voting at General Meetings and holding office.

**Article V (Officers)**

1. The Officers of the Association are a President, a Vice-President, the immediate Past President, a Secretary, a Treasurer, six members-at-large of the Executive, a CAUT Council Delegate, and a representative from Sir Wilfred Grenfell College.
2. All Officers shall hold office for one year, beginning September 1. All elective Officers are eligible for immediate re-election to the same office.
3. All Officers must be Members of the Association.

**Article VI (Executive Committee)**

1. There shall be an Executive Committee of the Association which shall be responsible for carrying out the policies and purposes of the Association.
2. The Executive Committee shall consist of the Officers and the Officers Elect of the Association.
3. The new Executive in any year will take office at the beginning of the new academic year.
4. (a) In the case of the prolonged or permanent absence, or the resignation, of the immediate Past President, a further member at large shall be elected in accordance with Article XI, except that this further member shall be a person who has

been a member of the previous Executive Committee of the Association.

- (b) In the event of the prolonged or permanent absence or the resignation of the President, she/he shall be replaced by the Vice-President.
- (c) In the event of the prolonged or permanent absence or the resignation of the Vice-President, a current officer of the Association (other than the President or Past President) shall be elected by the Executive to the position of Acting Vice-President. The office of Vice-President shall be filled by an election according to the procedures of Article XI.
- (d) In the event of the prolonged or permanent absence or the resignation of any Officer not listed in Article VI.4.(a), VI.4.(b), or VI.4.(c), a replacement shall be elected according to the procedures of Article XI.
- (e) When, in accordance with the terms of Articles VI.4(c) and VI.4.(d), a position is filled by a currently serving member of the Executive Committee, the vacancy thus created will be filled immediately by election according to procedures set out in Article XI.
- (f) Elections held in accordance with Article X.1 shall be required only when the prolonged or permanent absence or the resignation of the Executive member occurs before January 1.
5. Decisions of the Executive Committee shall require the consent of at least four of its members.
6. A quorum of the Executive Committee shall be four Officers. If the quorum of the Executive Committee cannot be assembled due to absence from the University or because of illness, and important business has to be decided, the President or his/her deputy shall have the power to co-opt from the general membership a sufficient number of members to constitute a quorum.

**Article VII** (Sir Wilfred Grenfell College Chapter of the Association)

1. Members of the Association at the Sir Wilfred Grenfell College in Corner Brook shall compose the Sir Wilfred Grenfell College Chapter of the Association.
2. The purpose of the Sir Wilfred Grenfell College Chapter of the Association is to provide a forum for the discussion of matters relating to fulfilling the purposes of the Association at Sir Wilfred Grenfell College.
3. Members of the Sir Wilfred Grenfell College Chapter of the Association enjoy the full rights and privileges of membership in the Association.
4. The members of the Sir Wilfred Grenfell College Chapter of the Association shall elect, at an annual meeting to be held before the April general meeting of the Association, a Chairperson and a Vice-Chairperson.
5. The Chairperson of the Sir Wilfred Grenfell College Chapter of the Association shall be the representative from Sir Wilfred Grenfell College as referred to in Article V.I.
6. Notwithstanding VII.5 above, the Chairperson may, from time to time, designate the Vice-Chairperson to serve as the representative from Sir Wilfred Grenfell College at meetings of the Executive Committee of the Association.
7. A decision of the Executive Committee that **only** affects members of the Association at Sir Wilfred Grenfell College shall take effect when it is ratified by a majority of members at a meeting of the Sir Wilfred Grenfell College Chapter of the Association at which at least 40% of the members of the Sir Wilfred Grenfell College Chapter of the Association are present.

The Executive shall determine which matters are subject to this section, subject to appeal to the General Meeting.

**Article VIII** (General Meetings)

1. The Association shall hold a regular general meeting in October and April of each year, and special general meetings at such other times as the Executive Committee may

determine. The Secretary, or in the Secretary's absence a deputy designated by the Executive, shall arrange a special general meeting of the Association at the call of twenty-five (25) of the members.

2. A quorum of any general meeting shall be twenty-five members.
3. Each member of the Association is entitled to one vote in general meetings.
4. The conduct of the meeting shall follow Roberts' Rules of Order, Revised, in the latest edition.

**Article IX** (Amendments)

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

**Article X** (Nominations and Elections Procedures - Regularly Scheduled Elections)

1. The election of the Executive in 1993 and beyond shall be by mail ballot voting. For offices of Member-at-Large the six candidates receiving the largest number of votes shall be elected, and for the other offices, election shall be by a plurality of the votes cast. The elections shall be conducted by a Nominating and Balloting Committee with Terms of Reference approved by a General Meeting.

**Article XI** (Nominations and Elections Procedures - Special Elections)

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

**Article XII** (Dissolution of the Association)

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

*Article XIII* (Legal Support Fund)

- (a) There shall be a Legal Support Fund.
- (b) Subject to clauses (h), (i), (j), (k), and (l) of this Article, monies allocated to this fund, and any income generated by it, shall be used only for the purpose of enabling the Association to provide legal advice and representation to its members.
- (c) The fund may be used to defray all or part of the costs arising from disputes with the corporate entity of Memorial University of Newfoundland, or with the Government of Newfoundland and Labrador, or the Government of Canada. The costs which may be defrayed by the fund include those associated with:
- (i) arbitration
  - (ii) any court case involving loss of employment
  - (iii) any court case involving allegedly unfair discrimination
  - (iv) other serious cases involving alleged unfairness or illegality in connection with the professional activities of members.
- (d) Payments out of the fund may be made by authority of the Executive and shall be limited in a calendar year to an amount equal to the income generated by the fund in the previous calendar year. The term "income" shall be deemed to include growth in capital value plus revenue. In addition, the Executive may make further payments to a maximum of 10% of the capital value of the fund at the end of the previous calendar year, providing that a motion to that effect has been passed at a special general meeting of the membership called in accordance with the MUNFA Constitution, or at a regular general meeting, if at least ten calendar days notice of the

motion has been given.

- (e) Additions to the fund shall be derived from the general revenues of the Association and from undisbursed income.
- (f) Additions to the fund shall be made until it reaches a total amount equivalent to \$150,000.00 in 1983 dollars adjusted annually on the basis of the Consumer Price Index for St. John's for January of each year with the January 1983 Consumer Price Index as the base.
- (g) There shall be an Investment Advisory Committee of the Legal Support Fund to advise the MUNFA Executive regarding the investment activity of the fund. This committee shall consist of the Treasurer and Secretary of MUNFA as well as three members of the Association not members of the Executive. The three non-Executive members shall be appointed by the Executive for staggered three-year renewable terms.
- (h) Any amount generated by the fund in excess of the total expressed in clause (f) shall be added to the general revenues of the Association, if it is not disbursed in accordance with this Article the following calendar year.
- (i) The fund may be wound up only by a resolution passed by a two-thirds majority of the members present at each of two general meetings held in accordance with the Association's Constitution not less than twelve months nor more than eighteen months apart.
- (j) If the Association wishes to have the fund wound up in accordance with clause (i), the entire amount remaining in the fund shall be paid over to the Civil Liberties Defence Fund (or its successor) of the Canadian Association of University Teachers.
- (k) If the Association is to be disbanded and has a successor named by the Association or if another Association, organization, trade union or body corporate is designated as the successor to MUNFA for the purposes of the fund by a two-thirds majority of the members present at a general meeting called in accordance with this Constitution with ten days notice of such motion, then the fund shall be transferred to such successor provided that such successor shall have adopted as binding

on it, the provisions of this Article of the Constitution with only such changes as may be required to give effect to this Article and its intent.

- (l) If the Association is disbanded and there is no successor to MUNFA meeting the conditions set out in clause (k) of this Article, the entire amount of the fund shall be paid over to the Civil Liberties Defence Fund (or its successor) of the Canadian Association of University Teachers.
- (m) A semi-annual report shall be prepared for the MUNFA membership by the Treasurer, such report to include:
- (i) a detailed list of investments held including the number of holdings, purchase price, and current market prices
  - (ii) a detailed list of all investment purchases and sales during preceding six months
  - (iii) a detailed list of the amount and source of all income paid into or earned by the fund, and
  - (iv) a detailed list of all expenditures from the fund.

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

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

arose.

#### *Article XIV* (Collective Bargaining)

1. Members of the Association who are not members of the MUNFA Bargaining Unit, as defined by the Newfoundland Labour Relations Board, or by agreement between the Association and the University Administration, shall not participate in votes related to negotiation or ratification of collective agreements affecting that bargaining unit nor participate in votes related to strike or job action affecting that bargaining unit.
2. Ratification of Collective Agreements and Authorization of Strike or Other Job Action
  - (a) Members of the affected MUNFA bargaining unit shall vote by secret ballot to ratify a collective agreement or to authorize the Executive to undertake strike or other job action. A majority of those voting shall decide the question. A minimum of six hours shall be allowed for voting. Voting shall be by ballot boxes placed at convenient locations on both campuses. In addition, where possible and appropriate, the Nominating and Balloting Committee at the direction of the Executive shall make alternative voting arrangements in order not to disenfranchise those unable to vote by ballot box at the designated times. Ballots for all locations and by all methods shall be mixed so that only the University-wide result is known.
  - (b) A collective agreement or any changes in a collective agreement, which have been negotiated by the Negotiating Committee shall be circulated by the Executive to all members of the affected bargaining unit prior to a ratification vote.
  - (c) Prior to holding the formal vote in 2(a), a Special General Meeting shall be held (with SWGC Members participating by teleconference or equivalent) at which bargaining unit members will be permitted to speak. Any recommendation that the Executive intends to make to the Membership concerning the formal

vote shall be discussed at the meeting, but no vote of approval or ratification shall be taken at the meeting.

*Article XV* (MUNFA Strike Fund)

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

appeal to the MUNFA Executive Committee.

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

The report shall be available to any member of MUNFA upon request.
- i) If the Association is to be disbanded and has a successor named by the Association or if another Association, organization, trade union, or body corporate is designated as the successor to MUNFA for the purposes of the

MUNFA Strike Fund by a two-thirds majority of the members present at a general meeting called in accordance with the Constitution with ten days notice of such motion, then the MUNFA Strike Fund shall be transferred to such successor provided that such successor shall have adopted as binding on it, the provisions of this Article of the Constitution with only such changes as may be required to give effect to this Article and its intent.

- j) If the Association is disbanded and there is no successor to the Association meeting the conditions set out in Clause (i) of this Article, then the entire amount in the MUNFA Strike Fund shall be paid over to the CAUT Defence Fund or its successor.
- k) Each of the clauses of this Article, including this clause, may be changed only by a resolution passed by a two-thirds majority of the MUNFA Bargaining Unit Members present at each of two general meetings held in accordance with the Association's Constitution not less than twenty months nor more than twenty-four months apart, both meetings to be held between September and April, as long as notice of the necessary motion is circulated to MUNFA Bargaining Unit Members at least ten days before the

motion is placed before the meeting.

- l) If the MUNFA Bargaining Unit is decertified and there is no successor meeting the conditions set out in Clause (i) of this Article, then subsequent decisions concerning the MUNFA Strike Fund, in accordance with Clause (k) of this Article, shall be taken by members of MUNFA, rather than by members of the no longer extant MUNFA Bargaining Unit.

**Article XVI** (Indemnification of Officers and Members of Standing Committees )

The Association shall indemnify an Officer or a member of a Standing Committee, a former Officer or a former member of a Standing Committee, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that involvement with the Association, where that individual acted honestly and in good faith with a view to the best interests of the Association, and in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that individual had reasonable grounds for believing that his or her conduct was lawful.