

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION

CONSTITUTION

TABLE OF CONTENTS

ARTICLE 1 – NAME

ARTICLE 2 – PURPOSES

ARTICLE 3 – LANGUAGES

- 3.1 *Official Languages of the Association*
- 3.2 *Minutes*
- 3.3 *Constitution and Policies*

ARTICLE 4 – AFFILIATIONS

ARTICLE 5 – MEMBERSHIP

- 5.1 *Eligibility*
- 5.2 *Loss of Membership*

ARTICLE 6 – MEMBERSHIP DUES AND SPECIAL ASSESSMENTS

- 6.1 *Membership Dues*
- 6.2 *Special Assessments*

ARTICLE 7 – MEMBERSHIP MEETINGS

- 7.1 *Regular Membership Meetings*
- 7.2 *Special Membership Meetings*
- 7.3 *Notice of Meetings*
- 7.4 *Notice of Motion*
- 7.5 *Quorum*
- 7.6 *Agenda*
- 7.7 *New Business*

ARTICLE 8 – VOTING PROCEDURES

- 8.1 *Annual Budget and Fee Structure*
- 8.2 *Strike Action or other Sanctions against the Employer*
- 8.3 *Ratification of a Collective Agreement*
- 8.4 *Amendments to the Constitution*

ARTICLE 9 – ELECTIONS

- 9.1 *Election of Executive Officers and Stewards*
- 9.2 *Nominations*
- 9.3 *Notice of Election*
- 9.4 *Selection of Returning Officer & Scrutineers*
- 9.5 *Duties of the Returning Officer*
- 9.6 *Duties of the Scrutineers*
- 9.7 *Results of the Vote*

ARTICLE 10 – EXECUTIVE OFFICERS

- 10.1 *Positions*
- 10.2 *Eligibility*
- 10.3 *Term of Office*
- 10.4 *Removal from Office*
- 10.5 *Resignation*
- 10.6 *Vacancy*
- 10.7 *Duties and Responsibilities of the President*
- 10.8 *Duties and Responsibilities of the Vice-President*
- 10.9 *Duties and Responsibilities of the Secretary/Treasurer*
- 10.10 *Duties and Responsibilities of the Chief Steward*
- 10.11 *Duties and Responsibilities of the Communications Director*

ARTICLE 11 – EXECUTIVE COMMITTEE

- 11.1 *Composition*
- 11.2 *Duties and Responsibilities of the Executive Committee*
- 11.3 *Chair*
- 11.4 *Quorum*
- 11.5 *Meetings and Votes*

ARTICLE 12 – STEWARDS

- 12.1 *Positions*
- 12.2 *Eligibility*
- 12.3 *Term of Office*
- 12.4 *Removal from Office*
- 12.5 *Resignation*
- 12.6 *Vacancy*
- 12.7 *Duties and Responsibilities of Stewards*

ARTICLE 13 – STEWARDS COMMITTEE

- 13.1 *Composition*
- 13.2 *Duties and Responsibilities of the Stewards Committee*
- 13.3 *Chair*
- 13.4 *Quorum*
- 13.5 *Meetings and Votes*

ARTICLE 14 – COUNCIL

- 14.1 *Composition*
- 14.2 *Duties and Responsibilities of the Council*
- 14.3 *Chair*
- 14.4 *Quorum*
- 14.5 *Meetings and Votes*

ARTICLE 15 – NEGOTIATING COMMITTEE

- 15.1 *Chief Negotiator*
- 15.2 *Composition of the Negotiating Committee*
- 15.3 *Term of Office*
- 15.4 *Resignation of the Chief Negotiator*
- 15.5 *Duties and Responsibilities of the Chief Negotiator*
- 15.6 *Duties and Responsibilities of the Negotiating Committee*
- 15.7 *Public Statements regarding Negotiations*

ARTICLE 16 – COMMITTEES OF COUNCIL

- 16.1 *Establishment of Committees*
- 16.2 *Applications for Committee Membership*
- 16.3 *Reports*
- 16.4 *Vacancies*
- 16.5 *Removal of a Committee Member*

ARTICLE 17 – OTHER DELEGATES AND REPRESENTATION

- 17.1 *Appointment Procedures*
- 17.2 *Reporting*
- 17.3 *Vacancy*
- 17.4 *Term of Office*
- 17.5 *Removal of a Representative*

ARTICLE 18 – REMUNERATION

- 18.1 *Course Releases, Elected Officials and Chief Negotiator*
- 18.2 *Release Time, Other*
- 18.3 *Reimbursements - Convention, Seminars, Committees*
- 18.4 *Unbudgeted Expenditures*

ARTICLE 19 – RETIRED MEMBERS

- 19.1 *Membership*
- 19.2 *Rights and Privileges*
- 19.3 *Representation*

ARTICLE 20 – POLICIES

ARTICLE 21 – RULES OF ORDER

ARTICLE 22 – BUSINESS YEAR

ARTICLE 23 – EFFECTIVE DATES AND AMENDMENTS

ARTICLE 24 – EXECUTION

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
CONSTITUTION

ARTICLE 1 – NAME

The name of the Association shall be the “Laurentian University Faculty Association (LUFA)”, hereinafter referred to as the Association.

ARTICLE 2 – PURPOSES

The purposes of the Association shall be:

- a. To represent those eligible for membership in this union in matters relating to the terms and conditions of their employment.
- b. To promote the bilingual, tricultural character of the university.
- c. To promote the welfare of our university as communities of scholars.
- d. To improve the quality of teaching and research, and to support the development of the public university and post-secondary educational system.
- e. To protect academic freedom.
- f. To advance the principles of union democracy. In so doing, the Association shall be committed to upholding the principles of equity, non-discrimination and freedom. The Association shall uphold a culture of acceptance, diversity and inclusion where every member of the Association and the broader Laurentian University community is treated with dignity and respect. The Association shall also press the university to advance these principles. Furthermore, the Association shall be committed to upholding the equal treatment and interests of all members.
- g. To combat all forms of discrimination to any member by reason of age, race, language, creed, colour, ancestry, ethnic or cultural background, national origin, political or religious affiliation or belief, sex, sexual orientation, marital status, family relationship, personal or social life style or behaviour, clerical or lay status, disability.
- h. To support other unions, to participate in the labour movement and to act in solidarity with other groups of workers.

ARTICLE 3 – LANGUAGES

3.1 *Official Languages of the Association*

The official languages of the Association shall be French and English; every Officer of the Association may participate in its deliberations in either language. Any activity of, and any dealings with, the Association may be in either language.

3.2 *Minutes*

All official minutes of proceedings, at all levels of the Association, shall be taken in the language in which the discussion took place; these shall be considered the official minutes. For meetings of the general membership, the minutes shall also be translated.

3.3 Constitution and Policies

The French and English texts of this constitution and policies are equally authentic.

ARTICLE 4 – AFFILIATIONS

The Laurentian University Faculty Association shall be affiliated with the following:

- a. The Canadian Association of University Teachers (CAUT)
- b. The Ontario Confederation of University Faculty Associations (OCUFA)
- c. The National Union of the Canadian Association of University Teachers (NUCAUT)
- d. Canadian Labour Council (CLC)
- e. Ontario Federation of Labour (OFL)
- f. Sudbury and District Labour Council (SDLC)

ARTICLE 5 – MEMBERSHIP

5.1 Eligibility

- a. Membership in the Association shall be open to full-time and sessional academic staff who are employed in a bargaining unit for which the Association holds bargaining rights under the *Ontario Labour Relations Act* and those who are engaged in teaching and/or research and/or professional librarianship in the Laurentian University system, but not currently recognized for the purposes of collective bargaining. Sessional members shall have membership in the Association for a period of one (1) year commencing with the start of their contract.
- b. All managerial persons holding positions excepted by the *Ontario Labour Relations Board Certificate* as set out in Section One (3) of the *Ontario Labour Relations Act* as amended from time to time, are excluded from membership in the Association.
- c. Members who retire from full-time employment may continue as members upon payment of an annual fee.
- d. A member in good standing shall be a person eligible for membership who has complied with the following conditions:
 - i. Abides by the Constitution and Policies;
 - ii. Continues to pay dues as established by the Association and is not in arrears of dues.

5.2 Loss of Membership

- a. Except for retirees, any member who voluntarily or contractually loses employee status shall cease to be a member in good standing and shall not exercise any rights of a member in good standing.
- b. A member shall cease to be a member of the Association by delivering a resignation in writing to the Association.
- c. A person shall also cease to be a member of the Association
 - i. On death.

- ii. On having been a member not in good standing for twelve (12) consecutive months, unless such person has been expressly excused by the Executive Committee from the payment of dues, fees and assessments.
- iii. On being expelled by a special resolution of the members at an ordinary general membership meeting. In such cases, the notice of special resolution for expulsion shall be accompanied by a brief statement of the reason or reasons for the proposed expulsion. The person who is the subject of the proposed resolution for expulsion shall be given an opportunity to be heard at the general membership meeting before the special resolution is put to a vote.
- d. Members who cease to be members in good standing, other than because of voluntary or contractual cessation of employment, shall be deemed to have been expelled from the Association and to be devoid of all rights of members except those provided by the *Ontario Labour Relations Act* and shall not be re-instated in good standing except upon such terms as the Council shall provide.
- e. A member who ceases to be a member in good standing or whose membership is terminated shall have no right or interest in any property of the Association, including, without limiting the generality of the foregoing, all dues, assessments, investments, real property or other financial obligations paid by the member in advance of the effective date of loss or termination of membership in the Association.

ARTICLE 6 – MEMBERSHIP DUES AND SPECIAL ASSESSMENTS

6.1 *Membership Dues*

- a. Members of the Association shall have monthly membership dues deducted from their regular pay.
- b. Retired members will become voting members of the Association on payment of an annual fee as established by the Council.

6.2 *Special Assessments*

The Council may from time to time make provision for a special assessment against each member of the Association provided that any such special assessment is first approved by a simple majority of the membership present at a special or regular membership meeting and in which all voting members have been sent written notice of intent of not less than five (5) working days.

ARTICLE 7 – MEMBERSHIP MEETINGS

7.1 *Regular Membership Meetings*

At least three (3) regular meetings of the Association shall be held during the academic year. One of three regular meetings shall be held during the Fall and another during the Winter term. The dates of the regular meetings of the Association shall be fixed by the Executive.

7.2 *Special Membership Meetings*

Special meetings of the Association may be called at any time by the Executive or pursuant to a written request by ten percent (10%) of the membership

submitted to the Secretary/Treasurer. Such special meetings shall be held within fifteen (15) working days after receipt of the request by the Secretary/Treasurer.

7.3 Notice of Meetings

- a. Regular Meetings: The notice shall be sent to members by the Association via email message sent through the university's internal email system at least fifteen (15) working days in advance of the meeting. The agenda shall be sent to members by the Association via email at least five (5) working days in advance of the meeting.
- b. Special Meetings: The notice of any special meeting shall be sent to members by the Association via email at least five (5) working days in advance and shall specify the nature of the business to be transacted.
- c. Unless there is bad faith, the non receipt of a notice shall not invalidate any of the above meetings.

7.4 Notice of Motion

- a. The Council or Executive may present motions for consideration at a general assembly, with proper notice.
- b. Any three (3) regular members may present motions to any general meeting called by the Association, by giving to the Association a written request to that effect, setting out the exact text of the motion, at least ten (10) working days in advance of the meeting.

7.5 Quorum

- a. The presence of thirty (30) regular members, including the chair, shall constitute a quorum for any membership meeting of the Association.
- b. If quorum is not attained twenty (20) minutes after the time appointed for any membership meeting, the meeting shall stand adjourned. In such an event, the meeting shall be rescheduled at a time and place determined by the Executive but no later than to the next regular membership meeting.
- c. Whenever a general meeting of the Association lacks quorum, the Council shall be charged with dealing with urgent matters. The Council shall be responsible for reporting back to the membership on its actions at the next regular or special meeting.

7.6 Agenda

The Secretary/Treasurer shall prepare and have printed for all regular general membership meetings an agenda under the following headings:

- Roll call of Executive Officers & Stewards
- Decision Items
- Approval of Agenda
- Approval of Minutes
- Other Decisions
- Discussion Items
- Information Items
- Reports of Officers
- Reports of Committees and Delegates
- Report on Nominations or Elections
- Other matters arising from the Minutes of the previous meeting
- New Business
- Adjournment

7.7 New Business

In the event that a motion is introduced for which no notice has been given (according to Article 7.4), the motion shall take the form of a recommendation to the Council.

If the recommendation is passed, the Council shall, at its next meeting, discuss how best to implement it. The Council may, at its discretion, convene a new general membership meeting and present to it one or more motions in response to the recommendation.

ARTICLE 8 – VOTING PROCEDURES

8.1 Annual Budget and Fee Structure

The annual budget and fee structure shall be presented by the Council to the general membership at the spring regular meeting. A simple majority decision of those present and voting is required for approval.

8.2 Strike Action or other Sanctions against the Employer

The Council must seek authorization from those members working for an employer before the imposition of any strike action or other sanction against their employer. Voting by these members shall be by secret ballot, held on site subsequent to a regular or special meeting, except that, if such a regular or special meeting is held during the period from May 16 to August 24 inclusive, voting shall be by secret mail ballot. Where a mail ballot is used, at least fifteen (15) working days from the mailing of the last ballot shall be allowed before the ballots are counted. Assent shall be given by a majority of those members voting. Notice of such a vote, indicating the nature of the choices to be available on the ballot, shall be sent to these members at least five (5) working days prior to the balloting.

8.3 Ratification of a Collective Agreement

The Council shall seek ratification of a Collective Agreement by a secret ballot procedure. Such ratification may take place only following a regular or special meeting in which the matter has been discussed. Assent shall be given by a simple majority decision of those members voting. Only those members employed by the employer with whom the Collective Agreement has been negotiated may cast a ballot in the ratification vote. The English and French versions of the settlement proposal shall be distributed to the membership at least five (5) working days in advance of the ratification meeting.

8.4 Amendments to the Constitution

The Council may submit to any regular membership meeting for approval, amendments to the Constitution of the Association. Proposals submitted to the Council by forty (40) or more voting members of the Association must be submitted to the membership for consideration but only at the spring regular meeting. Assent of two thirds (2/3) of those members present and voting shall carry amendments. Notice of motion to amend or revise the Constitution and the text of all proposed amendments or revisions shall be given in the notice of the

regular meeting. Amendments to the Constitution shall not be presented to special meetings.

ARTICLE 9 – ELECTIONS

9.1 Election of Executive Officers and Stewards

- a. Executive Officers shall be elected by the membership of the Association. Stewards shall be elected by the employee group in which they belong.
- b. Executive Officers and Stewards shall be elected to Office by a secret ballot conducted at a general membership meeting called in April of every second year. In a negotiating year, if necessary, elections for all positions shall be delayed until within a month after the ratification of an agreement.
- c. All elective offices of the Association shall be filled by a majority of unspoiled ballots cast by those members of the Association whose membership is in good standing on the date of the election. For those members unable to attend the membership meeting, the ballot boxes will remain open during working hours until 2:00 p.m. on the day following the membership meeting.

9.2 Nominations

A written call for nominations shall be made by the Secretary/Treasurer no later than twenty (20) working days prior to the election. Nominations should be submitted to the Secretary/Treasurer no fewer than twelve (12) working days in advance of the election.

9.3 Notice of Election

Notice of the election shall be sent at least ten (10) working days prior to the vote being taken, by written notice of the day, time and place, together with the list of nominations.

9.4 Selection of Returning Officer & Scrutineers

- a. At the election meeting, one (1) member of the Association shall be selected by the membership to serve as the Returning Officer for the election. The Returning Officer so selected shall serve as the chair for the election meeting.
- b. At the election meeting, two (2) members of the Association shall be selected by the membership to serve as Scrutineers for the election.
- c. The Returning Officer and the Scrutineers shall be chosen by unrecorded vote from amongst the membership of the Association present at the election meeting.

9.5 Duties of the Returning Officer

- a. Serve as chair for the election meeting;
- b. Oversee the counting of all ballots by the Scrutineers;
- c. Resolve all disputes arising during the course of the vote;
- d. Prepare an official list of the results of the vote, which shall show the total number of ballots cast and the respective number of votes received by each candidate;
- e. Perform such other functions as may be necessary to ensure the proper and orderly completion of the vote.

9.6 Duties of the Scrutineers

The Scrutineers shall perform and undertake, under the supervision of the Returning Officer, the following duties and responsibilities:

- a. Upon the giving of proper identification by each member of the Association wishing to cast a ballot at the vote, check off the name of each member on the membership list; once all of those members of the Association wishing to cast ballots have done so, the Scrutineers shall then sign and date the list in the space provided thereon for their respective signatures;
- b. Count and tally, on the sheets provided for such purpose by the Returning Officer, all ballots cast in the vote in the presence of one representative of any candidate who chooses to appoint an observer to the vote counting.
- c. Perform such other duties as may be assigned to them by the Returning Officer.

9.7 Results of the Vote

- a. The Returning Officer shall announce the results of the voting immediately after the ballots have been counted by the Scrutineers.
- b. The official results of the vote, signed and dated by the Returning Officer and the Scrutineers, shall be immediately delivered to the Executive Officer by the Returning Officer.
- c. After release of the results, the ballots shall be destroyed.

ARTICLE 10 – EXECUTIVE OFFICERS

10.1 Executive Positions

The Executive of the Association shall consist of the following elected Officers:

- a. President
- b. Vice-President
- c. Secretary/Treasurer
- d. Chief Steward
- e. Communications Director

10.2 Eligibility

Any voting member in good standing may run for office.

10.3 Term of Office

The President, Vice-President and Secretary/Treasurer shall be elected in even numbered years and hold office for a term of two (2) years, starting on July 1 following election. To ensure a measure of continuity, the Chief Steward and Communications Director shall be elected in odd numbered years and hold office for a term of two (2) years, starting on July 1 following election. In a negotiating year, if necessary, terms of office shall extend until within a month after the ratification of an agreement.

10.4 Removal from Office

- a. Should any Officer fail to answer the roll-call for two (2) consecutive regularly scheduled general membership meetings or two consecutive regularly scheduled Council meetings, without good and sufficient cause as determined by the Executive, then the Office occupied by the Officer shall be deemed to be vacant and shall be filled by the Council as provided herein.

- b. Any Officer may be removed from office before the expiration of the Officer's term by a resolution adopted by at least two thirds (2/3) of the votes cast at a special meeting of the membership called for the purpose of removing the Officer.

10.5 Resignation

A member of the Executive who chooses to resign her/his position shall give one month's written notice to the Secretary/Treasurer. Should the Secretary/Treasurer resign, he or she shall give one month's written notice to the President in writing.

10.6 Vacancy

Within ten (10) working days of a vacancy, the Secretary/Treasurer shall circulate a notice to all members eligible to fill the vacancy. Nominations shall be open five (5) working days from the circulation of notice. Within five (5) working days of the close of nominations, a by-election shall be held by secret ballot in the Association Office. The Ballot box shall remain open between 9:00 a.m. and 4:00 p.m. over two (2) consecutive working days.

10.7 Duties and Responsibilities of the President:

The President shall:

- a. Be charged with the general management and supervision of the affairs and operations of the Association.
- b. Supervise the staff of the Association.
- c. Sit as a voting member on both the Executive and the Council and shall keep both bodies apprised of presidential activities.
- d. Be an ex-officio member of all committees of the Association, whether standing or special, and shall have the same rights and privileges of any other member of those committees, and shall constitute part of the quorum.
- e. Sign all documents which require the President's signature and shall possess and may exercise such other duties or powers as are from time to time assigned to the President by the Council or the membership of the Association.
- f. Sign all collective agreements once ratified by the members of the bargaining unit.
- g. Sign all Memoranda of Agreement reached with an employer during the term of a collective agreement. All but routine Memoranda of Agreements, routine to be defined by the Council, must be approved by the Council.
- h. Be chief spokesperson for the Association.
- i. Perform such other duties as may from time to time be determined appropriate by the Executive and approved by the Council.

10.8 Duties and Responsibilities of the Vice-President

The Vice-President shall:

- a. Assist the President with the general management and supervision of the Association.
- b. Sit as a voting member on both the Executive and the Council and shall keep both bodies apprised of Vice-Presidential activities.
- c. Assume, when a temporary vacancy occurs in the Office of the President, all of those duties normally discharged by the President.
- d. Assume, in the event of a vacancy in the Office of the President, other than a temporary vacancy, the Office of the President for the unexpired term. Members

- of the Council shall choose from amongst themselves a replacement for the Vice-President for the unexpired term of that Officer.
- e. Act as Chief Returning Officer in a secret ballot vote on any matter other than in the votes prescribed in Article 9.
 - f. Be the primary liaison with all the Association's representatives on various committees and shall ensure that representatives report at least annually on the activities of these committees.
 - g. Perform such other duties as may from time to time be determined appropriate by the Executive and approved by the Council.

10.9 Duties and Responsibilities of the Secretary/Treasurer

The Secretary/Treasurer shall:

- a. Oversee, in conjunction with the Executive Officer, the recording of all financial transactions of the Association in accordance with accepted accounting practices and procedures, including the receipt and prompt deposit of all moneys with a chartered bank, trust company or credit union.
- b. Shall sit as a voting member on both the Executive and the Council and shall keep both bodies apprised of her/his activities.
- c. Render to the Council, in conjunction with the Executive Officer, both a monthly statement of receipts and disbursements as well as a monthly statement of year-to-date transactions.
- d. Manage all investments of the Association.
- e. Monitor the current budget and prepare annually a draft budget for the coming year in conjunction with the Executive Officer.
- f. Be the official custodian of all books, papers, records, correspondence, contracts, indentures and other documents belonging to the Association in conjunction with the Executive Officer. All books, papers, records, correspondence, contracts, indentures and other documents belonging to the Association shall be kept available at all reasonable times for the information of the membership of the Association upon request.
- g. Attend all meetings of the Council and all meetings of the membership of the Association, excluding committee meetings, and oversee the recording of all acts and minutes of the proceedings in the books kept for that purpose.
- h. Oversee the upkeep of an "up-to-date" file of all incoming and outgoing mail pertaining to the affairs of the Association or otherwise for each business year during the term of Office for the Secretary/Treasurer.
- i. Ensure that all members are properly notified in advance of any meeting of the Association.
- j. Perform such other duties as may from time to time be determined appropriate by the Executive and approved by the Council.

10.10 Duties and Responsibilities of the Chief Steward

The Chief Steward shall:

- a. Manage and aid in the investigation of grievances through both the informal and formal stages of the settlement discussion; where necessary, prepare and present formal grievances in accordance with the Collective Agreement.
- b. Assign duties to the Stewards and shall chair meetings of the Stewards Committee.
- c. Sit as a voting member on both the Executive and the Council and shall keep both bodies apprised of current grievances and shall make recommendations where appropriate.

- d. Record any deficiencies in the Collective Agreement for use in future contract negotiations and should promptly bring such deficiencies to the attention of the Chief Negotiator.
- e. Perform such other duties as may from time to time be determined appropriate by the Executive and approved by the Council.

10.11 Duties and Responsibilities of the Communications Director

The Communications Director shall:

- a. Develop and maintain a greater awareness amongst audiences in both the University and the wider Sudbury community of the issues affecting Laurentian University faculty members.
- b. Sit as a voting member on both the Executive and the Council and shall keep both bodies apprised of her/his activities.
- c. Facilitate communication between the Officers and the Council of the Association and its members.
- d. Inform the membership regarding the relevant activities of other organizations.
- e. Identify key decision-making and influential groups and establish and maintain good working relationships with them.
- f. Fulfill an advisory role to the Association President, Executive Committee and the Council in terms of communications.
- g. Shall perform such other duties as may from time to time be determined appropriate by the Executive and approved by the Council.

ARTICLE 11 – EXECUTIVE COMMITTEE

11.1 Composition

The Executive Committee shall be composed of the Executive Officers listed in section 10.1 of this constitution.

11.2 Duties and Responsibilities of the Executive Committee

The Executive Committee shall:

- a. Prepare an agenda for the meetings of the Council and the General Membership
- b. Act whenever the Council is not meeting.
- c. Serve as the Council’s Nominating Committee.
- d. Recommend a Chief Negotiator to the Council.
- e. Serve on the Association’s Negotiating Committee, as per Article 15.2 below.
- f. Recommend Memoranda of Agreements to the Council.
- g. Handle whatever issues are sent to it by the Council.
- h. Conduct annual evaluations of each member of the office staff
- i. Negotiate employee contracts on behalf of Council, to be submitted to Council for information
- j. Report to the Council about each of its meetings through the circulation and approval of its Minutes at the next scheduled the Council meeting.

11.3 Chair

The chair of the Executive Committee shall be the President.

11.4 Quorum

A quorum of the Executive Committee shall consist of a majority of the members of the Executive Committee.

11.5 Meetings and Votes

The Executive Committee shall meet as required. An agenda for the meetings will be circulated in advance by the Executive Officer. Decisions shall be taken by majority vote. A member of the Executive Committee shall be recused from discussion or voting on any issue where she/he is directly involved, or where a reasonable conflict of interest exists or is perceived as per the Association's Conflict of Interest Policy.

ARTICLE 12 – STEWARDS

12.1 Positions

Stewards shall be representatives of the employee groups as follows:

Employee Groups	No. of Stewards
Faculty of Social Sciences	3
Faculty of Professional Schools	3
Faculty of Management	1
Faculty of Science and Engineering	3
Faculty of Humanities	2
Library	1
Thorneloe University	1
University of Sudbury	1
Huntington University	1
Sessional Instructors	3
Permanent Sessionals	1
Retirees	1 (Plus 1 alternate)

12.2 Eligibility

Any voting member in good standing may run for office.

12.3 Term of Office

The Stewards shall be elected in even numbered years and hold office for a term of two (2) years, starting on July 1 following the election. In a negotiating year, if necessary, terms of office shall extend until within a month after the ratification of an agreement.

12.4 Removal from Office

Stewards who miss three (3) consecutive meetings of the Stewards Committee or the Council will be deemed to have resigned unless the President of the Association recommends otherwise to the Council, providing good and sufficient reason.

12.5 Resignation

Stewards may resign by giving one (1) month's written notice to the Secretary/Treasurer.

12.6 Vacancy

Within ten (10) working days of a vacancy, the Secretary/Treasurer shall circulate a notice to all members eligible to fill the vacancy. Nominations shall be open five (5) working days from the circulation of notice. Within five (5) working days

of the close of nominations, a by-election shall be held by secret ballot in the Association Office. The Ballot box shall remain open between 9:00 a.m. and 4:00 p.m. over two (2) consecutive working days.

12.7 Duties and Responsibilities of Stewards

The Stewards shall:

- a. Be responsible for familiarizing themselves with the provisions of the Collective Agreement.
- b. Perform duties consistent with the grievance procedures as assigned from time to time by the Chief Steward.
- c. Be responsible for attending all Stewards Committee and Council meetings and meetings of the general membership and for keeping confidential all matters of a sensitive nature that come to their attention in their capacity as Stewards.
- d. Be responsible for interviewing and signing up new members and submitting their applications to the Secretary/Treasurer.
- e. Be responsible for informing members in their employee group of matters concerning the Association and of representing the concerns of such members
- f. Represent and assist members in grievances, but will not generally represent members from her/his own academic unit directly in such matters. Stewards shall report to the Chief Steward.

ARTICLE 13 – STEWARDS COMMITTEE

13.1 Composition

The Stewards Committee shall be comprised of the Chief Steward and the Stewards.

13.2 Duties and Responsibilities of the Stewards Committee

The Stewards Committee shall:

- a. Administer and monitor the grievance and arbitration procedures in accord with the Collective Agreement as amended from time to time and conform to, and be bound by, the normal Association rules of procedure;
- b. Endeavour to give fair and effective representation to all bargaining unit members in accordance with Section 68 of the *Ontario Labour Relations Act* which states that “A trade union... shall not act in a manner that is arbitrary, discriminatory or in bad faith in the representation of any of its members.”
- c. In its deliberations, assess the importance of a grievance to both the Association membership and to the University administration by examining such factors as:
 - i. Whether the issue in question violates one or more of the provisions of the Collective Agreement, Federal or Provincial law, past practice or employee rights;
 - ii. Whether there has been a serious injustice;
 - iii. Legal duty of fair representation;
 - iv. Economic significance for the individual;
 - v. Political significance within the Association or the University community or administration;
 - vi. Labour relations significance;
 - vii. Substantive significance;
 - viii. Chance of success and economic significance for the Association. (CAUT, 1991)

- d. Report to the Council through the Chief Steward at each meeting of the Council and shall include in its report a summary of all outstanding complaints and grievances;
- e. Not communicate with any member of the administration about any specific issue pertaining to any grievance or potential grievance unless requested to do so by the Chief Steward or the Stewards Committee.

13.3 Chair

The chair of the Stewards Committee shall be the Chief Steward.

13.4 Quorum

A quorum of the Stewards Committee shall consist of a majority of the members of the Stewards Committee.

13.5 Meetings and Votes

- a. The Stewards Committee shall meet as required. An agenda for the meetings will be circulated in advance by the Executive Officer.
- b. A member of the Stewards Committee shall be recused from discussion or voting on any issue where she/he is directly involved, or where a reasonable conflict of interest exists or is perceived as per the Association's Conflict of Interest Policy.
- b. Grievor members will not normally be permitted to attend meetings of the Stewards Committee but may be invited to make presentations to the Committee at the behest of the Committee or at their own request. In any event, grievor members will not be permitted to remain in the Committee meeting during substantive discussion of the issues pertaining to their case. The Grievor may, however, nominate a member of the Association who is willing to represent her/his interests at Committee meetings. Any such member will have no voting rights at Committee meetings.

ARTICLE 14 – COUNCIL

14.1 Composition

The Council shall be composed of the members of the Executive and the Stewards Committee. The Chief Negotiator will be an ex-officio member of the Council.

14.2 Duties and Responsibilities of the Council

The Council shall:

- a. Oversee the proper and efficient functioning of the affairs of the Association, including its committees so as to ensure that the interests of all members of the Association are served fairly.
- b. Approve all but routine Memoranda of Agreements presented to it by the Executive Committee before the President signs on behalf of the Association. The Council must define routine Memoranda of Agreements that the President may sign on her/his own.
- c. Approve monthly statements of receipts and disbursements as well as monthly statements of year to date transactions as prepared by the Secretary-Treasurer.
- d. Approve the annual budget of the Association before it is presented to the general membership for approval.

- e. Work closely with the Negotiation Committee to set the Association's bargaining priorities and make a recommendation concerning contract ratification to the membership.
- f. Call special meetings of the Association.
- g. Appoint committees to deal with matters not falling within the terms of reference of a standing committee or the Officers of the Association.

14.3 Chair

The chair of the Council shall be chosen by the Council at its first scheduled meeting of the academic year. In the absence of the chair, the duties of the chair shall be performed by such other member of the Council present as the Council may from time to time appoint for such purpose.

14.4 Quorum

A quorum of the Council shall consist of a majority of the members of the Council.

14.5 Meetings and Votes

- a. The Council shall normally meet once per month and may hold its meetings at such times and at such places as it may from time to time determine; such meetings regular or special may be held without written notice.
- b. Questions arising at any meeting of the Council shall be decided by a majority of votes cast.
- c. A member of the Council shall be recused from discussion or voting on any issue where she/he is directly involved, or where a reasonable conflict of interest exists or is perceived as per the Association's Conflict of Interest Policy.
- d. In the case of an equality of votes, the chair shall have the deciding vote.
- e. All votes cast at meetings of the Council shall be taken by secret ballot if so demanded by any member of the Council present, but if no demand is made, the vote shall be taken in the usual way by assent or dissent.
- f. All meetings of the Council shall be open to members in good standing except when discussing personnel matters and other such times as the Council votes by resolution to meet in-camera: Notice of upcoming meetings shall be posted on the Association website at least five (5) working days in advance of said meeting.

ARTICLE 15 – NEGOTIATING COMMITTEE

15.1 Chief Negotiator

In June of the year preceding the last year of the Collective Agreement, a Chief Negotiator shall be designated by the incoming Council on the advice of the Executive Committee. The Chief Negotiator shall be an *ex-officio* member of the Council.

15.2 Composition of the Negotiating Committee

The Executive, which shall serve on the Negotiating Committee, shall add members according to the following procedure: after advertising to bargain unit members for volunteers and after consultation with the Chief Negotiator, shall propose to the Council the members of the Negotiating Committee for approval. In the event of a resignation or incapacitation of a member of the Negotiating

Committee, the Executive after consultation with the Chief Negotiator shall recommend a replacement to the Council for approval.

15.3 *Term of Office of the Chief Negotiator and the Negotiating Committee*

Unless extended by resolution of the Council, the term of office of all members of a Negotiating Committee including the Chief Negotiator shall cease one month after the ratification and publication of the Collective Agreement negotiated by that Committee.

15.4 *Resignation of the Chief Negotiator*

In the event of the resignation, long-term illness, or death of the Chief Negotiator, the Executive after consultation with the Negotiating Committee shall recommend to Council a new Chief Negotiator for approval.

15.5 *Duties and Responsibilities of the Chief Negotiator*

The Chief Negotiator shall:

- a. Act as chair of the Negotiating Committee and the voice of LUFA at the negotiating table. The Executive will appoint from among Committee members an acting chair in the event of a temporary illness or absence of the Chief Negotiator.
- b. Have overall responsibility for membership consultation, the demand-setting process, and research in preparation for the negotiations in consultation with the Council.
- c. Advise the Executive Committee and the Council on matters of interpretation of the Collective Agreement.
- d. Have responsibility, with the assistance of Association staff, for ensuring record-keeping for the negotiations and representing the Association in the final editing and publication of the Collective Agreement once it has been ratified.

15.6 *Duties and Responsibilities of the Negotiating Committee*

The Negotiating Committee shall:

- a. Through the Chief Negotiator, draft the Association's bargaining proposals and present them to the Council for approval before entering into negotiations with the Employer.
- b. Through the Chief Negotiator, keep the Council regularly informed on preparations for and progress in the negotiations.
- c. Through the Chief Negotiator, present any Memorandum of Settlement to the Council for its recommendation to the membership of the Laurentian University bargaining unit which is responsible for ratification.
- d. Be present and available to provide information and respond to questions at membership ratification meetings or other membership meetings concerning the negotiations.

15.7 *Public Statements regarding Negotiations*

The President of the Association or her/his delegate, after consultation with the Chief Negotiator, shall be responsible for public statements regarding negotiations.

ARTICLE 16 – COMMITTEES OF COUNCIL

16.1 *Establishment of Committees*

- a. The Council shall by resolution establish, or dissolve, as the need arises, such standing and special committees not defined herein.
- b. Any resolution passed by the Council for the purpose of establishing a committee shall set out its terms of reference, name its membership, name its chair and fix the dates on which the committee must report its findings, recommendations or conclusions back to the Executive.

16.2 *Applications for Committee Membership*

For all vacancies, the Secretary/Treasurer shall advise the membership in writing when applications for committee memberships will be accepted by the Council.

16.3 *Reports*

- a. The report, findings, recommendations or conclusions from a standing or special committee is the Report as determined by the committee as a whole or a majority thereof.
- b. All reports, findings, recommendations, conclusions, records, papers, things and other miscellaneous material gathered, collected and utilized by any committee shall, at the termination of the committee, be forwarded by its chair to the Secretary/Treasurer.

16.4 *Vacancies*

Any vacancy of a member of any committee may be filled by the appointment of a member of the Association by the Council.

16.5 *Removal of a Committee Member*

A committee member may, by resolution adopted by at least two-thirds (2/3) of the votes cast at a meeting of the Council, be removed from office before the expiration of her/his term.

ARTICLE 17 – OTHER DELEGATES AND REPRESENTATION

17.1 *Appointment Procedures*

- a. The President shall have the first option to represent the Association as a delegate to OCUFA and/or CAUT and as a representative to any and all Employer Committees including Senate and the Board of Governors of Laurentian University.
- b. The Chief Negotiator shall normally be the Association's delegate to OCUFA's Collective Bargaining Committee.
- c. Subject to the President's rights as stated above, all other representatives of the Association shall be elected by, and normally from, the Council.

17.2 *Reporting*

The Association representatives to other organizations and to University committees shall submit to the Vice-President a year-end report of activities as they relate to the Association's interests by May 15 of each year. Representatives shall seek the Council's direction on issues directly affecting the Association's interests.

17.3 Vacancy

Any vacancy of a representative, however caused, shall be filled by the appointment of a member in accord with procedures above.

17.4 Term of Office

Circumstances permitting, representatives shall serve one-year terms and the re-appointment of incumbents shall be permitted.

17.5 Removal of a Representative

A representative may, by resolution adopted by at least two-thirds (2/3) of the votes cast at a meeting of the Council, be removed from office before the expiration of her/his term.

ARTICLE 18 – REMUNERATION

18.1 Course Releases, Elected Officials and Chief Negotiator

- a. Those members of the Association elected to executive positions or appointed to the position of Chief Negotiator shall be entitled to receive, during their term of office, course releases in order to increase the work time available to them for carrying out their responsibilities on behalf of the Association.
- b. The elected officer listed below shall be given course releases as follows:
President: two (2) full course releases (12 credits) per academic year
Vice President: one half (0.5) course release (3 credits) per academic year
Chief Steward: one and a half (1.5) full course releases (9 credits) per academic year
Chief Negotiator: two (2) full course releases (12 credits) for the period beginning in the September of the last year of the expiring collective agreement and ending in December of the first academic year of the new agreement.
Secretary/Treasurer: one half (0.5) course release (3 credits) per year.
Communications Director: one half (0.5) course release (3 credits) per academic year
- c. In exceptional circumstances, if an executive officer is unable to take the course release, and her/his work must be compensated as an overload, this arrangement shall require the concurrence of the Council by a two-thirds (2/3) majority vote. Such an exceptional arrangement is limited to one academic year.
- d. In the event that an executive officer is a sessional member and working less than a full-time equivalent teaching load, the sessional member shall be compensated at the sessional rate of pay in accordance with their respective establishment status.

18.2 Release Time, Other

The Executive may occasionally recommend to the Council that a member receive special compensation for a special assignment carried out at the request of the Council.

18.3 Reimbursements - Convention, Seminars, Committees

Registration fees and travel expenses shall be carried by the Association at a rate in conformity with the Association travel expense policy and shall not exceed economy rates.

18.4 *Unbudgeted Expenditures*

From time to time the Council may authorize tokens of compassion for deceased members, or special charitable donations, including to other unions in need of special assistance. Such expenditures shall be made according to the Association's Donation Policy.

ARTICLE 19 – RETIRED MEMBERS

19.1 *Membership*

Retired members will become active retired members of the Association on payment of a nominal annual fee set by the Council and covering the academic year 1 July to June 30. Active retired members shall be entitled to the rights and privileges defined below.

19.2 *Rights and Privileges*

Active retired members shall, upon annual request, receive all circulated agendas, minutes and newsletters of the Association and shall have all rights to attend, participate and vote in the Association membership meetings, except those called in connection with strike action or ratification of the Collective Agreement.

19.3 *Representation*

- a. Retired members shall have one (1) voting representative on the Council. The representative to the Council shall be an active retired member and shall be elected by the active retired members in accord with a procedure determined by the Council.
- b. Retired members shall have one (1) voting representative to the bargaining committee negotiating a Collective Agreement with Laurentian University. This representative shall be an active retired member and shall be elected by the active retired members in accord with a procedure determined by the Council.
- c. Retired members shall have one (1) ex-officio non-voting representative on the University Pension and Benefits Committees.

ARTICLE 20 – POLICIES

A complete list of Association policies shall be kept in the Association Office as well as on the Association website www.lufapul.ca.

ARTICLE 21 – RULES OF ORDER

All meetings of the Association shall be conducted in accordance with the latest edition of Robert's Rules of Order.

ARTICLE 22 – BUSINESS YEAR

The business year of the Association shall commence on the first day of July each year and shall end on the 30th day of June of the year following.

ARTICLE 23 – EFFECTIVE DATES AND AMENDMENTS

Amendments to this Constitution shall not come into force or take effect until adopted by, at least, two-thirds (2/3) of the ballots cast at a general membership meeting of the Association.

Effective Date: _____

ARTICLE 24 – EXECUTION

Read and passed by a two-thirds majority of the votes cast by the membership at a general membership meeting of the Association at the City of Greater Sudbury on this day of (DATE).