

The Constitution of Laurentian University Faculty Association-Huntington

1. NAME

The name of the Association shall be Laurentian University Faculty Association-Huntington.

2. OBJECTIVES

The objectives of the Association shall be:

- a. to promote the welfare of the university as a community of scholars
- b. to improve the quality of teaching and research
- c. to protect and improve academic freedom
- d. to deal with all other matters considered to be in the interest of the Association and its members, including the regulation and improvement of employment conditions between the members of the Association and their employer.

3. AFFILIATION

Laurentian University Faculty Association-Huntington shall be affiliated with Laurentian University Faculty Association (LUFA).

4. MEMBERSHIP

4.1 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 LUFA holds bargaining rights recognized under the Ontario Labour Relations Act, and who are engaged in teaching and/or research and/or professional librarianship at Huntington University. All managerial persons holding positions excepted by the Ontario Labour Relations Board (OLRB) 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 LUFA-H.
- b. A member in good standing is a person eligible for membership who has complied with the following conditions:
 - i. abides by the Constitution and By-Laws
 - ii. continues to pay dues as established by LUFA-H and is not in arrears of dues.

4.2 Term of Membership

- a. Full-time faculty shall be eligible to be Members for so long as they are employed full time by the employer.
- b. Sessional instructors shall be Members from September 1 to August 31 of the year in which they are employed.

4.3 Loss of Membership

- a. 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. If the member is subsequently re-employed, the member shall be restored to the status of a member in good standing.
- b. A member not in good standing shall not be permitted to attend, contribute or vote at any meeting of LUFA-H or nominate or second a nomination of any member for any position, hold office or serve as a LUFA-H representative.
- c. 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 LUFA-H 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 LUFA-H shall provide.
- d. 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 LUFA-H.

5. MEMBER ASSESSMENT

5.1 Initiation Fees and Monthly Assessment

- a. The Membership of LUFA-H shall provide for a monthly assessment from each member of LUFA-H.

b. The monthly assessment charged to each member of LUFA-H shall be collected by way of a deduction taken off of each member's pay cheque by the Employer, and subsequently remitted to LUFA.

5.2 Special Assessment

The Executive Committee may from time to time make provision for a special assessment against each member of LUFA-H 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 members have received written notice of intent of not less than seven days.

5.3 Non-Payment of Fees and Assessments

a. All members of LUFA-H shall be liable to LUFA-H for such fees and assessments as are imposed from time to time by the membership of LUFA-H.

b. A member who does not pay the fees or assessments approved by the membership of LUFA-H including all special assessments approved by the membership of LUFA-H within sixty calendar days after notification by registered mail, shall automatically be suspended from the membership of LUFA-H. On payment in full of all unpaid fees and assessments, including special assessments, the delinquent member may be reinstated at the discretion of the Executive Committee of LUFA-H.

6. MEMBERSHIP MEETINGS

6.1 Annual Meeting

At least one regular meeting of the Association shall be held during the academic year during the Fall/Winter Session, no later than November 1. The date of this meeting shall be fixed by the Executive Committee.

6.2 Special Membership Meetings

Special meetings of the Association may be called at any time by the Executive Committee or after a written request by 50% of Quorum to the Secretary. Such special meetings shall be held within fifteen days after receipt of the request by the Secretary.

6.3 Quorum

A Quorum in meetings of LUFA-H shall consist of five members.

7. VOTING PROCEDURES

7.1 Amendments to the Constitution

The Executive Committee may receive amendments to the Constitution of the Association at any regular meeting. Amendment proposals submitted to the Executive Committee by three or more members of the Association must be submitted to the membership and voted on at the following Annual General Meeting. Assent of two-thirds of those members voting either by proxy or in person 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 Annual General Meeting. Amendments to the Constitution shall not be presented to special meetings.

a. Voting by members is a responsibility of each member. To ensure that an opportunity is available to satisfy voting rights, votes by proxy shall be accepted in writing by regular mail or by email up to twenty-four hours before a vote is called.

7.2 Ratification of a Collective Agreement

The Negotiating Committee shall seek ratification of a Collective Agreement by a secret ballot procedure. The settlement proposal shall be distributed to the membership at least three days in advance of an information meeting. Members present shall vote after the information meeting. Where a mail ballot is used, at least three weeks from the mailing of the last ballot shall be allowed before the ballots are counted. Assent shall be given by a simple majority decision of those members voting, whether voting in person or by sealed proxy.

7.3 Strike Action or other Sanctions against the Employer

The Executive Committee 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, in person or by mail, 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 31 inclusive, voting shall be by secret mail ballot. Where a mail ballot is used, at least three weeks from the mailing of the last ballot shall be allowed before the ballots are counted. Assent shall be given by a simple majority of those members voting. Notice of such a vote, (by mail or email) indicating the nature of the choices to be available on the ballot, shall be sent to these members at least one week prior to the balloting.

8. OFFICERS

8.1 *Executive Committee* – All elected positions are inclusive to all faculty, both full-time and sessional. The Executive of LUFA-H shall consist of the following elected Officers:

- i. President/Steward
- ii. Vice-President
- iii. Secretary
- iv. Sessional Representative

8.2 *Term of Office*

- a. The President/Steward, Vice-President and Secretary shall be elected and hold office for a term of three years.
- b. Sessional representative shall be elected and hold office for a term of one year.
- c. No member may serve more than two consecutive terms in the same office with the exception of the sessional representative who shall be allowed to serve up to six consecutive one-year terms.

8.3 *Resignation*

A member of the Executive who chooses to resign her/his position shall give one month's written notice to the Secretary.

8.4 *Duties and Responsibilities of the President/Steward*

- a. The President/Steward of the Executive Committee shall be charged with the general management and supervision of the affairs and operations of LUFA-H.
- b. The President/Steward shall sign all Memoranda of Agreement reached with an employer during the term of a collective agreement and all collective agreements once ratified by the members of the bargaining unit.
- c. The President/Steward shall represent LUFA-H at LUFA Board Meetings.
- d. The President/Steward will assist and represent members in grievances.
- e. The President/Steward will represent LUFA-H at LUFA at Steward Meetings.

8.5 *Duties and Responsibilities of the Vice-President*

- a. The Vice-President will chair all meetings of the Negotiating Committee.
- b. The Vice-President will chair all General and Annual General Meetings of the Membership.
- c. The Vice-President will assist the President.

8.6. *Duties and Responsibilities of the Secretary*

- a. The Secretary shall maintain records of the Executive and ensure effective management of LUFA-H's records.
- b. Manages minutes of Executive and Membership Meetings
- c. Ensures Executive Meeting minutes are distributed to Executive shortly after each meeting.
- d. Is sufficiently familiar with union documents (Collective Agreement and Constitution) to note applicability during meetings.

8.7. *Duties and Responsibilities of the Sessional Representative*

- a. The Sessional Representative shall represent LUFA-H Sessional Members at LUFA Sessional Committees.

9. ELECTIONS

9.1 *Election of Officers*

- a. The President/Steward, Vice-President, Secretary and Sessional Representative of the Executive Committee of LUFA-H shall be elected to Office by a ballot conducted at the Annual General Meeting.
- b. All members of LUFA-H may vote for the Officers.

9.2 Nominations and Notice of Elections

Written notice of elections and a call for nominations shall be made by the Secretary, no later than fifteen days prior to the elections, indicating the day, time and place of the elections.

10. NEGOTIATING COMMITTEE

10.1 The Negotiating Committee

- a. In October of each negotiating year, the Secretary shall call for and accept nominations from any member in good standing.
- b. The members of the Negotiating Committee will be elected no less than six months before the expiration of the Collective agreement, from and by those members of LUFA-H entitled to vote on the ratification of the Collective Agreement.

10.2 Duties and Responsibilities of the Negotiating Committee

- a. The Negotiating Committee shall draft the bargaining proposals.
- b. It shall present these proposals to the Employer and enter into negotiations for a new collective agreement.
- c. It shall keep the membership of the bargaining unit informed of the progress in the negotiations.
- d. If there is agreement, the Chief Negotiator and the President/Steward shall be jointly responsible for public statements made concerning negotiations. Where there is lack of agreement, the Executive shall make these public statements concerning the negotiations.
- e. It shall present the memorandum of agreement to the Executive of LUFA and the LUFA-H elected President/Steward for their recommendation and to the membership of the LUFA-H bargaining unit for its ratification.