

CONSTITUTION AND BY-LAWS OF THE CAPE BRETON UNIVERSITY FACULTY ASSOCIATION

Amended April 2009

Article 1 Organization

The name of the organization shall be the Cape Breton University Faculty Association, hereinafter to be referred to as the “CBUFA”. CBU will be referred to as the “University”.

Article 2 Objectives

2. The purposes of CBUFA are:

- a) to promote the welfare of the academic staff of the University including: faculty at rank, librarians and other specialists, clinical associates, laboratory instructors and teaching assistants;
- b) to deal with items of common interest to the academic staff;
- c) to cooperate with other unions representing persons employed at the University to promote the general welfare of all University employees.
- d) to act in a manner calculated to further the best interests of the University;
- e) to encourage cooperation between the academic staff of this university and the academic staffs of other colleges and universities;
- g) to represent as collective bargaining agent all employees of the University eligible for membership in this Association in matters of employer-employee relations including salaries, working conditions, and terms of employment.

Article 3 Affiliations

3.1 CBUFA is affiliated with:

- a) the Canadian Association of University Teachers (CAUT) including the CAUT Collective Bargaining Co-op and the CAUT Defence Fund.
- b) Association of Nova Scotia University Teachers Association (ANSUT).
- c) National Union of Canadian Association of University Teachers (NUCAUT).
- d) Canadian Labour Congress (CLC).

3.2 Every member of the CBUFA has the right to request that the CBUFA executive approach CAUT, NUCAUT, ANSUT and CLC for information and has the right to appeal to the CAUT Academic Freedom and Tenure Committee in support of a grievance.

Article 4 Membership

4.1 Any employee member of the academic staff at CBU in any of the categories recognized by the current collective agreements between the CBU Board of Governors and CBUFA is eligible for membership. These are faculty at rank, professional librarians, other specialists, laboratory instructors, clinical associates or teaching assistants.

4.2 Any employee eligible for membership in the CBUFA shall be automatically admitted to membership unless he or she makes application to the Employer to not be included in the membership. Fees shall still be directed to CBUFA in accordance with the Rand formula.

4.3 Every employee admitted to membership shall remain a member until his or her employment with CBU is terminated or until he or she has submitted written instruction to the Employer to not be included in the membership.

4.4 CBUFA may affiliate with like-minded local, regional, and national organizations. A current list of affiliated organizations is given in Appendix 1.

Article 5 Fees

5.1 Any change in membership fees shall be recommended by the Executive Committee and presented for approval at a regular meeting of the CBUFA.

5.2 Annual fees recommended by the Executive Committee shall provide for payment of any dues payable to the like-minded organizations listed in Appendix 1. Additionally, the fees shall provide for operational funds for CBUFA.

5.3 The annual fee thus established shall be deducted automatically from the pay of every potential member of the bargaining unit as indicated in 4.2.

Article 6 Executive Committee

6.1 The Executive Committee of the CBUFA shall consist of twelve individuals:

President

Past-President (or additional Member-At-Large)

Vice-President

Secretary

Treasurer

Chair of the Negotiating Committee

Chair of the Grievance and Arbitration Committee

Chair of the Publicity Committee

Chair of the Equity Committee

Three other members (members at large) of the CBUFA

Insofar as possible the Executive Committee should have representation from each category of member listed in 4.1 above.

6.2 The Executive Committee shall be elected by the CBUFA every year (except for the President, elected in alternate years), normally in April to take office effective July 1. Terms of office for members of the Executive Committee shall be for one year, with all members eligible for re-election, subject to the following limitations and exception:

The term of Vice-President shall be one year, renewable for only one consecutive renewal;
The term of Past President shall be one year, renewable for only one consecutive renewal;
The term of President shall be two years, with the possibility of only one consecutive renewal.

To facilitate the transition from one executive committee to the next, executive members-elect may attend executive meetings as observers.

6.3 The Executive Committee:

- a) shall be responsible for the carrying out of resolutions of the CBUFA and the general management of CBUFA affairs;
- b) may create committees of or designate individuals from CBUFA members to carry out particular functions;
- c) shall create a Negotiating Committee from CBUFA members as the need arises.

6.3.1 Vacancies

- a) When a member of the Executive Committee is unable to perform her or his duties, the position becomes vacant if so declared by the majority of the remaining Executive Committee.
- b) If the office of President becomes vacant, the Vice-President will carry out the President's duties until a special election is held within 30 days of the vacancy.
- c) When any other position in the Executive Committee becomes vacant, the Executive Committee will fill that position until a new election is called.

6.4 Duties of Individuals on the Executive Committee:

6.4.1 The President shall:

- a) supervise general management of the affairs of the CBUFA;
- b) preside at meetings of the CBUFA and its Executive Committee;
- c) perform other duties to the benefit of the CBUFA in consultation with the Executive Committee and/or the CBUFA.

6.4.2 The Vice President shall:

- a) perform the duties of President during temporary absence of the President or vacancy of the President's position;
- b) perform other duties as assigned by the Executive Committee.

6.4.3 The Secretary shall:

- a) issue notices of meetings of the CBUFA and its Executive Committee;
- b) maintain minutes of meetings of the CBUFA and its Executive Committee;
- c) process official correspondence for the CBUFA in consultation with the President.

6.4.4 The Treasurer shall:

a) be responsible for the administration of CBUFA funds and assets according to normal practices. These responsibilities include:

- i) timely payment of fees to CAUT (and its constituents), NUCAUT and ANSUT;
- ii) presentation at each annual general meeting in April of the CBUFA's yearly income and expenditures;
- iii) making available to any member of the CBUFA on request records of the current accounts of the Association;
- iv) planning in consultation with the Executive Committee for any changes in the fee structure or expenditures for the CBUFA.

6.5 Signing Authority

6.5.1 The signatures of the president and one other executive officer are required for agreements regarding policy, memoranda of agreement, and letters of understanding between the association and the employer when such agreements occur outside of the negotiation process.

6.5.2 Signing authority for financial decisions rests with two of the following executive officers: president, treasurer, past-president, secretary.

6.6 Thirty (30) days prior to the annual general meeting, the secretary will issue a general call for nominations by phone and e-mail. Any nomination must include the office for which the individual is being nominated and an indication that the person nominated has accepted the nominations. Nominations will close 21 days after the call is made. This process does not preclude the opportunity for members to nominate from the floor should they wish to do so.

Article 7 Meetings

7.1 Meetings of the CBUFA or its Executive Committee may be called at any time by the President provided that members are given two full (working) days notice.

7.2 The President must call a meeting of the CBUFA upon written request of 3 members of the Executive Committee or 10% of CBUFA members.

7.3 An annual meeting with election of offices for the next academic year shall be held in April.

7.4 Meetings shall be conducted by the parliamentary procedure.

7.5 Quora:

- a) Six members of the Executive Committee constitutes a quorum for Executive Committee meetings.
- b) One-third of CBUFA members (excluding those who have notified the Secretary in writing of their inability to attend that meeting) constitutes a quorum for general or special CBUFA meetings.

7.6 Voting:

- a) The Chair of any meeting of the CBUFA or its Executive Committee shall vote only in the case of a tie vote.
- b) Voting at any meeting shall be by secret ballot if requested by the majority of members present.

Article 8 Amendments

8.1 Amendments to this constitution and by-laws shall:

- a) require a two-thirds majority of the total membership by circulated and returned ballots, supervised by the Executive Committee;
- b) or require a two-thirds majority of votes cast at a duly constituted meeting of the CBUFA.

8.2 Notice of motion to amend the by-laws must be given at least 21 days in advance of the meeting.

Article 9 Grievance and Arbitration Committee

9.1 The Grievance and Arbitration committee shall consist of 5 members. The chair of the Grievance and Arbitration Committee shall serve on the Executive Committee. 4 members of the Grievance and Arbitration committee will constitute quorum. The committee will elect a secretary to take minutes. Minutes will be held in confidence with the committee and the executive committee.

9.2 Each member of the Grievance and Arbitration Committee will be elected at the AGM for a one year term. Members are eligible for reappointment.

9.3.1 The Grievance and Arbitration Committee will advise members when there is a perceived breach of the collective agreement. When the Grievance and Arbitration Committee decides there is a need to file a grievance, it will appoint one of its members to act as grievance officer for the member(s) and carry out the grievance according to the collective agreement. The chair will notify the executive committee before the grievance is filed.

9.3.2 Any member of the Grievance and Arbitration Committee who is directly involved in a potential grievance will not be present when the case is discussed at any committee meetings.

9.3.3 When a member makes a request to the Grievance and Arbitration Committee, the member must co-operate fully with the committee and give them copies of all supporting documentation. The Grievance and Arbitration Committee will not consider a case without full co-operation of the member(s) involved. Any such documentation provided to the Grievance and Arbitration Committee will be held in confidence with the committee and the executive committee.

9.3.4 If the Grievance and Arbitration Committee decides a grievance is not warranted in a particular case, the member(s) may appeal the decision to the executive committee.

9.3.5 If the result of the grievance is not satisfactory to the member(s), a request may be made to send the case to arbitration. In such cases, the Grievance and Arbitration Committee will make recommendation to the executive committee. The executive committee will decide if a particular case should go to arbitration. The executive committee's decision will be final.

9.3.6 When a case goes to arbitration, the grievance officer will act as liaison among the member(s), the executive and any legal counsel representing CBUFA.

9.4 The President (or delegate thereof) is authorized to issue statements on behalf of CBUFA on any issues relevant to the purposes listed above, so long as such statements are not inconsistent with policies of CBUFA or of CAUT.

9.5.1 Members of CBUFA may seek the assistance of the union in any matter which (i) concerns their conditions of employment, and (ii) is governed by the collective agreement or any provincial or federal statute. Requests for such assistance should, in the first instance, be directed to the President, who may delegate the handling of individual cases to other members of the executive.

9.5.2 The President (or delegate thereof) may consult with any person in an effort to resolve any dispute informally without prior approval of the full executive, but shall not in the course of such consultations make, or give the appearance of making, any commitment which binds CBUFA to any particular course of action without such approval.

9.5.3 Where the President (or delegate thereof) ascertains that the dispute cannot be resolved informally, that officer shall make a recommendation to the full executive concerning the filing of a formal grievance. The recommendation may be positive or negative, and may be made either at a meeting of the executive or by mail consultation. A simple majority of the executive shall then determine whether or not the formal grievance shall be filed.

9.5.4 Where such formal grievance has been denied, the President (or delegate thereof) shall make a recommendation to a meeting of the executive as to whether or not (a) to proceed to binding arbitration, whether under any article of the collective agreement, or under any statute, or (b) to file a complaint of unfair labour practice under the Trade Union Act, or (c) to make any other formal intervention before the Labour Relations Board, Workers' Compensation Board, or other regulatory body. In all cases listed above, a simple majority of the executive shall determine whether such action shall be taken.

9.6.1 The President (or delegate thereof) may, on behalf of the Association, file a lawsuit, seek an injunction, carry out any other action before a court of law, or join any other party in any of these only when so authorized by a two-thirds majority of the executive present and voting at a meeting.

9.6.2 The President (or delegate thereof) may be given authority to carry out two or more of the steps listed in the three paragraphs immediately preceding at his or her discretion, at a single meeting, provided the requirements for the majority as stated above are met for each step so authorized.

9.7 Any member may appeal to a meeting of the membership any decision of the executive not to take any of the steps listed above. The membership may reverse the decision of the executive. For each step so appealed, the majority required to reverse the decision of the executive shall be the same as that required for a positive decision by the executive.

9.8 Where applicable statutes and regulations permit, a member of CBUFA may pursue action before a court or regulatory body as a private individual, at his or her own risk and expense, after CBUFA has declined to participate in any further action. Under such circumstances, CBUFA will make available to any such member and to his or her legal counsel any material in its possession provided that, in the judgment of a majority of the executive, the following two conditions are met: (1) the material sought is relevant to the action contemplated, and (2) permission is received from any other individual member who may have provided such material to CBUFA on a confidential basis.

Appendix 1 CBUFA Affiliations

CAUT	Canadian Association of University Teachers
NUCAUT	National Union of Canadian Association of University Teachers
ANSUT	Association of Nova Scotia University Teachers
CLC	Canadian Labour Congress
NSFL	Nova Scotia Federation of Labour
CBDLC	Cape Breton District Labour Council