

TRENT UNIVERSITY FACULTY ASSOCIATION
CONSTITUTION

Article I - Title

1. The Association shall be known as the Trent University Faculty Association, hereafter referred to as “the Association.”

Article II - Purpose

1. The purpose of the Association shall be to:

- a. regulate relations between the employer and members of any bargaining unit represented by the Association, and to serve as the exclusive bargaining agent of the members of those bargaining units;
- b. protect academic freedom and the welfare of the University as a community of scholars;
- c. promote quality teaching, scholarship, and research;
- d. support the development of the public university and post-secondary educational system;
- e. promote and support equity, non-discrimination, and democracy within the Association and the broader University community such that every member of that community is treated with dignity and respect;
- f. promote collegial governance;
- g. promote a positive working environment for academic staff free of discrimination, interference, restriction, or coercion relating to any term or condition of employment;
- h. support other unions, participate in the labour movement, and act in solidarity with other groups of workers;
- i. promote the joint interests of the Association and its affiliated organizations, including the Canadian Association of University Teachers, and the Ontario Confederation of University Faculty Associations; and,
- j. provide a common field for the exchange of ideas between and among the Association, the broader University community, and the general public.

Article III - Affiliations

1. The Association shall be a member of the Canadian Association of University Teachers and the Ontario Confederation of University Faculty Associations.

2. The Association may affiliate with other organizations whose objectives are broadly consistent with its own.

Article IV - Membership and Fees

1. All persons holding faculty or professional librarian appointments at Trent University are eligible for regular membership in the Association, save and except: those specifically excluded from being represented by the Association for purposes of collective bargaining, persons holding the position of Associate Dean or higher, and persons coming within the definitions set out in Section 1(3) of the Labour Relations Act of Ontario as amended from time to time.
2. All persons appointed to the academic or professional librarian staff who are eligible to be regular members of the Association shall so be save and except those who assert a conscientious objection and withdraw from the Association in a manner consistent with the process for withdrawal negotiated by the Association with the Employer and as amended from time to time.
3. The Executive may admit others (except those explicitly excluded from membership) to Associate membership. Retired Regular Members shall be admitted as Associate Members upon application to the Secretary. Associate Members may not vote or hold Executive office. Throughout this document "members" implies only "regular members."
4. Regular Members of the Association are required to pay the dues of the Association as determined by an income-based formula. Associate Members shall pay an annual fee. Membership dues and fees shall not be amended except by a general meeting
5. The membership of members on leave from the University shall continue through the period of leave. Members with limited term appointments shall continue as members of the Association for one year from the start date of their most recent employment contract with the University, or six months from the expiration of a multi-year appointment, or upon the expiration of any seniority rights that may have accrued, whichever comes last.
6. With respect to votes mandated under the Labour Relations Act, any person currently employed in the bargaining unit, or having accepted a letter of appointment for employment in the bargaining unit, shall be considered a member of the bargaining unit for the purpose of such votes.

Article V - Executive Committee and Officers

1. There shall be an Executive Committee responsible for carrying out the policies and furthering the purposes of the Association.
2. The Executive Committee shall consist of the following officers elected by the membership: President, Vice-President, Secretary, Treasurer, and three Members-at-Large.
3. The immediate Past President shall serve on the Executive ex officio.
4. The Executive Committee shall appoint a member to serve on the Executive Committee as Chief Grievance Officer.
5. The Executive Committee may appoint up to three other Members-at-Large. In making such appointments, the Executive Committee shall strive to ensure that the Committee includes at least one member drawn from the following groups:
 - a. members normally employed on the Oshawa campus;
 - b. members holding limited term appointments;
 - c. members of equity-seeking groups.

6. Prior to the expiration of a collective agreement, the Executive Committee shall appoint a member to serve as Chief Negotiator until that member either resigns or is removed or replaced by the Executive Committee. The Chief Negotiator shall serve on the Executive Committee ex officio. In the event that the person appointed Chief Negotiator was already serving on the Executive Committee, that member may elect to continue in their previous office, except that the offices of Chief Negotiator and President shall not be held by the same person for more than 30 days, except with the approval of the membership.

7. Elected terms in office shall be for two years except when a one-year term is required to restore the staggering of officer elections. Generally, the President, Vice President, and two Members-at-Large shall be elected in even calendar years and the Treasurer, Secretary, and one Member-at-Large elected in odd calendar years. Members serving on the Executive ex officio shall not be subject to a set term in office. Other non-elected terms in office shall be for up to one year, expire April 30th, and are renewable.

Article VI - Duties of the Executive Committee

1. The President shall:

- a. develop the Agenda for meetings of the Association and Executive;
- b. uphold the Association's Constitution and policies and oversee the operation of the Association;
- c. supervise the Association's senior staff and oversee development of the Association's policies and procedures;
- d. serve, in consultation with the Executive Committee, as the official spokesperson for the Association or designate others to serve in this capacity;
- e. be one of the Association's signing officers;
- f. discharge the decisions of the Executive Committee;
- g. serve ex officio on all committees of the Association, except the Nominating and Elections Committee.

2. The Vice President shall:

- a. perform the duties of the President in their absence, disability, or upon their request. In cases of vacancy, the Vice President shall succeed to the office of President until the election of a new President;
- b. fulfill the duties assigned by either the President or the Executive;
- c. oversee the Association's dealings with affiliated organizations.

3. The Secretary shall:

- a. issue notices for meetings of the Association and the Executive;
- b. maintain the records, documents, and correspondence of the Association;
- c. oversee the communications activities of the Association;
- d. keep the Minutes of Association and Executive meetings.

4. The Treasurer shall:

- a. be responsible for the care and custody of the funds and assets of the Association according to accepted practice;
- b. present an account of the Association's finances at the Spring and Fall General Membership Meetings;
- c. maintain books of account and make these available for inspection by members on request;
- d. arrange for audits of the Association's accounts as required;
- e. prepare, in consultation with the Executive Committee, an annual budget;
- f. be one of the Association's signing officers.

5. The Past President shall:

- a. fulfill the duties of the President or Vice President in their absence, or disability, or upon their request;
- b. chair the Nominations and Elections Committee

6. The Chief Grievance Officer shall:

- a. assist members in ensuring that they receive the remuneration and enjoy the rights and privileges pertaining to their employment.
- b. ensure that grievances brought to the Association are addressed in a timely manner and consistent with the Association's policies;
- c. chair the Grievance Committee;
- d. strives to ensure that individual members are adequately represented by the Association in their meetings with the Employer;
- e. arrange for members serving on the Grievance Committee to receive sufficient training and instruction to discharge their responsibilities effectively;
- f. regularly inform the Executive Committee on the work of the Grievance Committee, including the financial implications of that work, and bring forward to the Executive Committee recommendations from the Grievance Committee;

7. The Chief Negotiator shall:

- a. represent the Association in collective bargaining with the Employer;
- b. chair the Negotiating Team
- c. arrange for members serving on the Negotiating Team to receive sufficient training and instruction to discharge their responsibilities effectively;
- d. regularly inform the Executive Committee on the work of the Negotiating Team, including the financial implications of that work, and bring forward to the Executive Committee recommendations for ratification of negotiated agreements.

8. The Executive Committee shall:

- a. administer the affairs of the Association, between meetings of the general membership;
- b. make or cause to be made for the Association, in its name, any kind of contract which the Association may lawfully enter into excepting matters falling under Articles XI and XIV;
- c. determine the charge for subcommittees of the Executive and *ad hoc* committees;
- d. appoint members to subcommittees of the Executive, ad hoc committees, standing committees, and joint committees with the employer, and the committees of affiliate organizations;
- e. appoint the Chief Grievance Officer and additional Members-at-Large as described at V.4 and V.5 and appoint the Chief Negotiating Officer as described at V.6;
- f. develop general collective bargaining policy and ensure that the membership is consulted and informed at all stages of the collective bargaining process;
- g. develop internal grievance procedures to ensure that members' rights and the Association's interests are protected;
- h. decide if a grievance may be filed, approve settlements to grievances, withdraw grievances, and decide if a grievance will proceed to arbitration;
- i. decide if a negotiated settlement should be forwarded to the membership for ratification.

Article VII - Elections and Recall

1. Nominees for elected office shall be presented to the membership by the Nominating and Elections Committee, at least, 7 days prior to the election mailing date.
2. Elections shall be decided by means of a secret ballot distributed via campus mail or secure e-voting. In the case of unopposed nominations, the candidate shall be declared elected by acclamation. Any Regular Member of the Association is eligible to stand for election to the Executive Committee.
3. An election shall be valid if the number of voters responding is greater than or equal to the quorum of a general membership meeting.
4. Election mailings shall generally be sent in the first two weeks of February and all dates for the election shall be set by the Nominating and Elections Committee. On the mailing date, ballots will be sent to all those who were eligible to vote as Regular Members of the Association as of November 30th. Individuals employed as Regular Members after November 30th wishing to vote must request a ballot from the Secretary of the Association on, or before, the election mailing date.
5. Terms of office on the Executive Committee shall begin May 1.
6. Recall of Executive Members
 - a. Any member of the Executive may be removed from office before the expiration of their term by a resolution adopted by, at least, two thirds of those voting at a special meeting of the membership called for the purpose of removing said officer.

Article VIII - Nominations

1. The Nominating and Elections Committee shall announce the opening of nominations for Executive positions at least 60 days prior to the election date. Nominations must be submitted to the Secretary at least 14 days prior to the election date. Each nomination paper must bear the signature of two regular members: the nominator and the nominee. The Nominating and Elections Committee may, prior to informing the membership of the nominees for elected office, ask nominees for contested positions to consider standing for uncontested positions. Such changes may only be made with the consent of the nominee and the nominator.

2. For elections, the Nominating and Elections Committee shall send out candidates' statements where provided and ballots indicating the names of each person for whom a valid nomination was received. The closing date for receiving marked ballots shall be specified and not fewer than 7 days from the election date. The Nominating and Elections Committee shall be responsible for counting the votes and reporting the election results to the membership.

Article IX - Meetings

1. Executive Committee meetings

a. The President may call a meeting of the Executive Committee at that officer's discretion, but shall call at least one meeting in each fiscal quarter.

b. Quorum for Executive Committee meetings shall be 5 including one of the President, Vice President, or Past President.

c. Minutes of Executive Committee meetings shall be available to members within 7 days of their approval by the Executive Committee.

d. The Executive Committee may invite other members of the Association or guests to attend its meetings, but not to move, second, or vote on motions.

2. General Membership Meetings

a. At least two general membership meetings (GMMs) must be called by the Executive Committee each year. "The Fall GMM" shall be scheduled for the fall term and the "the Spring GMM," shall be scheduled for the winter term

b. Notice of the Fall GMM and Spring GMM, including agenda, must be sent to the members not less than 14 days prior to the day set for the meeting. If the agenda includes proposed changes to membership dues or this Constitution, the text of the proposed changes must also be sent out not less than 14 days prior to the day set for the meeting.

c. The Executive may convene such other Special General Membership Meetings ("hereafter "Special GMM") as it deems necessary to accomplish the goals of the Association.

d. A Special GMM must be called by the Executive Committee within 14 days of the receipt of a written request by at least ten percent of the regular members. Such requests must include a tentative agenda for the proposed meeting and any other documents that the requesting members wish to have circulated with the notice of meeting.

e. A Special GMM may not be convened for purposes of altering the membership dues or this Constitution.

f. Notice of any Special GMM, including agenda, must be sent to the members not less than 3 working days prior to the day set for the meeting.

g. Failure of a member to receive notification of any GMM will not invalidate any proceedings taken thereat.

h. Twenty-five members shall constitute a quorum at any GMM. If at a duly advertised meeting it is established that there is no quorum, at the next meeting a quorum will be deemed to exist no matter how many attend.

i. GMMs shall be chaired by the President, or another member of the Executive Committee delegated by the President, or by a Parliamentarian appointed by the Executive Committee provided that Parliamentarian is approved by a majority of those attending the meeting. A meeting Chair who is a Regular Member may elect to cast a vote to break a tie; a meeting Chair who is not a Regular Member may not vote.

j. If the Regular Members at a GMM vote to move *in camera*, Associate Members, guests, and staff may be asked to leave. *In camera* discussions shall not be minuted, but any motion passed by the members *in camera* must be recorded in the minutes for that meeting.

k. Robert's Rules of Order shall govern the GMMs of the Association in any matters, including voting procedures, wherein they are not superseded by this Constitution, special rules of order, and such other policies as may be approved by the membership.

l. The Fall and Spring GMMs shall be held on both the Peterborough and Oshawa campuses via an audio/visual connection sufficient to permit members at both locations to participate in the meeting. At least one Executive Committee member shall attend the meeting from the non-chairing location and will be responsible for counting and reporting votes from that location.

m. GMMs are open to all Associate and Regular Members. Others may be seated as guests by action of the membership. Guests and Associate members have speaking privileges, but cannot move, second, or vote on motions.

3. Committee meetings

a. Committee meetings shall be called at the discretion of the Committee Chair or by the President and will not normally be minuted.

b. A majority of the serving members of the committee shall constitute a quorum at meetings of that committee.

c. Committee Chairs shall report on their committees' activities upon request by the Executive.

Article X - Vacancies and Replacements

1. If an elected Executive Committee position is not filled by regular election or falls vacant before the expiry of a normal two-year term, the Executive may reassign the responsibilities of that office to another member of the Executive Committee. If more than one Executive Committee position is open, the Executive Committee may appoint members to serve in the open positions until said positions can be filled by regular election.

Article XI - Extraordinary Changes to the Collective Agreement

1. Any motion whose purpose is to reopen the Collective Agreement during its normal term is an extraordinary motion. It must be circulated in writing to the membership at least 14 days prior to the general membership meeting at which it is to be considered and must include, or be accompanied by, a rationale for reopening the Collective Agreement.
2. Any negotiated changes following from this process shall be subject to the ratification process described at XIV.3 and XIV.4.

Article XII - Amendments to the Constitution

1. This Constitution may be amended at a Fall GMM or Spring GMM or by secret ballot voting as described at XII.2 below: constitutional amendments may be proposed by the Executive on its own accord or upon review of a request of one or more members. Notwithstanding the above, a request to amend the Constitution submitted to the Secretary by at least 10% of the Regular Members no fewer than 28 days prior to a Fall or Spring GMM must be considered at that same GMM.
2. Motions to amend the Constitution will be treated as any other motion on the floor of a general membership meeting and may be divided; however, if a proposed amendment, or part thereof, is itself substantively amended at that meeting, it may not be voted on at that meeting. Rather, the Executive Committee shall subsequently decide whether to postpone the vote to a subsequent GMM or to submit the motion as amended to all Regular Members to be decided by means of a secret ballot distributed via campus mail or secure e-voting within 14 days of the initial meeting. Such votes shall be conducted by the Nominating and Elections Committee. The closing date for receiving marked ballots shall be specified and not fewer than 7 days from the day on which ballots were distributed. The Nominating and Elections Committee shall be responsible for counting the votes and reporting the results to the membership.

Article XIII - Finances

1. The Association's fiscal year shall be from July 1 through June 30th of the following year.
2. No remuneration shall be paid to officers, committee members, or other members volunteering their time to the Association, except for reasonable expenses or release time from teaching. Where release time is not feasible, remuneration may include banked release time, stipends in lieu of release time, or other payments as authorized by action of the membership. Aside from the reimbursement of expenses, all other such remuneration shall be itemized and reported to the membership annually.
3. Every member of the Executive Committee who has any direct interest in a contract or transaction to which the Association is, or is to be, a party, other than as a member of the Association, shall declare their interest in such contract or transaction prior to participating in any debate or vote on said matter. A member declaring an interest may be recused from consideration of the matter by action of the Executive Committee.
4. The property and assets of the Association shall belong to the Association and shall not constitute the property of any individual, and no Regular or Associate Member shall have any claim upon the property and assets of the Association on ceasing to be a member, or at any time thereafter.
5. All monies, securities and other valuable effects are to be deposited to one or several accounts in the name and to the credit of the Association in such chartered bank or trust company, or in the case of securities, in such registered dealer in securities as may be designated by the Executive Committee.
6. A budget for the coming fiscal year shall be presented for approval at the Spring GMM.

7. The financial records of the Association shall be audited periodically by a qualified Auditor. Financial statements for the previous fiscal year shall be presented at the Fall GMM.

8. Indemnification

a. All officers and employees of the Association and their heirs, executors and administrators, respectively, shall be indemnified and saved harmless out of the funds of the Association only from and against:

all costs, charges, and expenses whatsoever such officers or employees sustain or incur in or about any action, suit or proceeding that is brought, commenced or prosecuted against them for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by them, in or about the execution of the duties of their offices;

all other costs, charges and expenses such officers or employees sustain or incur in or about or in relation to the affairs of the Association, except such costs, charges and expenses as are occasioned by their own negligence or default, or failure to act honestly and in good faith with a view to the best interests of the Association.

b. For purposes of this article, "officers" shall be understood to include all members of the Executive Committee, as well as those appointed by the Executive Committee to serve or represent the Association in specific positions or capacities.

Article XIV - Collective Bargaining

1. The Executive Committee shall appoint a Negotiating Team in consultation with the Chief Negotiator and shall normally present the Chief Negotiator and team to the membership, at least, 90 days prior to the expiry of a collective agreement. The Negotiating Team may include anyone deemed appropriate by the Executive Committee. Any subsequent changes to the Negotiating Team must be reported to the membership in a timely manner.

2. The Executive Committee shall consult with the membership to set priorities for bargaining and develop the Association's negotiation mandate.

3. Before any collective agreement is entered into by the Association, the Executive shall call a meeting of the bargaining unit to explain the terms agreed and to conduct a ratification vote. Members may vote the agreement up or down, but they may not amend, table, or refer it.

4. Collective agreements shall be ratified by simple majority in a secret ballot at the meeting of the bargaining unit described in (XIV.3) above.

5. Authorization for work action of any type, or the cessation of work action, shall be in accordance with the Labour Relations Act and shall require the approval of a simple majority of bargaining unit members voting by secret ballot.

Article XV - Committees

1. There shall be two Standing committees of the Association: the Grievance Committee, and the Nominating and Elections Committee.

2. The Executive may establish subcommittees and *ad hoc* committees as it deems advisable.

3. With the exception of the Nominating and Elections Committee, the recommendations and actions of all committees shall be subject to the approval of the Executive Committee.

4. The Grievance Committee shall be chaired by the Chief Grievance Officer. Other members of this Committee shall be appointed by the Executive Committee which shall strive to include broad representation from the University's decanal divisions and from the Library on the Grievance Committee. The Grievance Committee shall advise and assist the Chief Grievance Officer in investigating member complaints relating to employment at the University, and in preparing and presenting recommendations to the Executive Committee relating to the Association's representation work.

5. The Nominating and Elections Committee shall be chaired by the Past President. Other members of this Committee shall include the Secretary and, at least, two other persons who are not members of the Executive Committee, but who shall be appointed by the Executive.

Article XVI - Transition

1. To make the transition from the previous Executive structure and election cycle to the new structure, the Association shall, in February 2015 elect a President, Vice President, and two Members at Large to one-year terms and a Treasurer, Secretary, and one Member at Large to two-year terms.

2. Appointees of the Association, including liaisons to the Association's affiliates and other organizations, and members serving on joint committees with the employer by virtue of Executive Committee appointment will continue in place until and unless removed by the new Executive Committee.

Adopted by the Association, April 28, 1966.

Amended by the Association, April 5, 1967.

Amended by the Association, October 2, 1969.

Amended by the Association, January 11, 1977.

Amended by the Association, October 19, 1979.

Amended by the Association, March 19, 1981.

Amended by the Association, April 1, 1981.

Amended by the Association, March 19, 1982.

Amended by the Association, November 15, 1983.

Amended by the Association, February 26, 1986.

Amended by the Association, October 18, 1989.

Amended by the Association, June 1, 1995.

Amended by the Association, October 11, 1995.

Amended by the Association, November 19, 1997.

Amended by the Association, November 25, 2013.

Amended by the Association, November 13, 2014.