

CONSTITUTION

and

BY-LAWS

of the

MOUNT ALLISON FACULTY ASSOCIATION

as at April 13, 2018

MOUNT ALLISON FACULTY ASSOCIATION

CONSTITUTION

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CONSTITUTION

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Amended March 21, 1985	Amended November 6, 2000
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ARTICLE 1 - INTERPRETATION

In this Constitution or any By-Law hereunder:

- 1.1 "ASSOCIATION" means the Mount Allison Faculty Association.
- 1.2 "EMPLOYEE" means all academic staff, full-time or part-time, of the Employer other than persons excluded by decisions or certification orders of the New Brunswick Industrial Relations Board or otherwise excluded by Law.
- 1.3 "EMPLOYER" means Mount Allison University.
- 1.4 "UNIT 1" means those members covered by the full-time collective agreement.
- 1.5 "UNIT 2" means those members covered by the part-time collective agreement.
- 1.6 "EXECUTIVE" means the Executive established under and in accordance with the provisions of Article 7 and 8 hereof.
- 1.7 "MEMBER" means a member in good standing pursuant to the provisions of provision 3.2.
- 1.8 "ASSOCIATE MEMBER" means Associate Member in good standing pursuant to the provisions of provision 3.3.
- 1.9 "HONORARY MEMBER" means an Honorary Member in good standing pursuant to provision 3.4.
- 1.10 "UNIVERSITY" means the academic community of Mount Allison.

ARTICLE 2 - NAME

- 2.1 The Association will be known as: "The Mount Allison Faculty Association". This may be abbreviated "MAFA".

ARTICLE 3 - MEMBERSHIP

- 3.1 Membership in the Association as a member shall be open to any employee.
- 3.2 To be and remain a member in good standing of the Association, a person must satisfy the following requirements:
- (i) must have indicated in writing a desire to become a member of the Association;
 - (ii) must meet the requirements of provision 3.1; and
 - (iii) must have agreed to comply with the provisions of any By-Laws adopted hereunder from time to time respecting the amount and payment of dues by members.
- 3.3 Membership in the Association as an associate member shall be open to any former member who has taught within the last three (3) academic years at Mount Allison University.
- 3.4 Membership in the Association as an honorary member shall be open to any person who was at one time an employee but who has since left employment with the Employer.
- 3.5 To be and remain an honorary member in good standing of the Association, a person must satisfy the following requirements:
- (i) must have indicated in writing a desire to become an honorary member of the Association;
 - (ii) must meet the requirements of provision 3.4.

ARTICLE 4 - RIGHTS OF MEMBERS, ASSOCIATE MEMBERS AND HONORARY MEMBERS

- 4.1 Members shall have full rights and privileges as members with a right to one vote.
- 4.2 Associate and Honorary members' rights are limited to the same rights with respect to meetings of the Association as members have, except that they shall not have any right to vote. Honorary members are not eligible for nomination to the Executive.

ARTICLE 5 - AFFILIATE MEMBERSHIP

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- 5.1 The Association shall be a member of the Canadian Association of University Teachers and the Association shall pay the dues as set by the Canadian Association of University Teachers.
 - 5.2 The Association shall be a member of the Federation of New Brunswick Faculty Associations and the Association shall pay the dues as set by that Federation.
 - 5.3 The Association shall be a member of the CAUT Defence Fund and the Association shall pay dues and other considerations as required by that Fund.
 - 5.4 The Association shall be a member of the National Union of the Canadian Association of University Teachers (NUCAUT) and the Association shall pay dues and other considerations as required by NUCAUT.

ARTICLE 6 – PURPOSES

The purposes of the Association shall be:

- 6.1 To stimulate and improve teaching, research and creative activity, and to encourage cooperative relations among members of the University.
- 6.2 To promote and defend the professional interests and welfare of the University and its academic staff.
- 6.3 To protect and advance freedom of expression, thought, teaching and research within the University.
- 6.4 To cooperate with other associations with similar interests, in particular with provincial, regional, national and international associations of university academic staff.
- 6.5 To act as a bargaining agent within the meaning of the Industrial Relations Act and in that connection to regulate employment relations through collective bargaining between the Employer and all employees.
- 6.6 To seek the fullest representation of all employees in the academic operation of the University.
- 6.7 To deal with other matters considered to be congruent with the interests of the Association or its members.

ARTICLE 7 - EXECUTIVE

- 7.1 There shall be an Executive of the Association consisting of the President, the Vice-President, the Treasurer, the Past-President, the Collective Bargaining Officer, the Grievance Officer, the Membership and Advocacy Officer, and the Unit 2 Officer who must be members, and all but the Past-President shall be elected and hold office in accordance with the provisions of the By-Laws adopted hereunder. There shall be an Executive Director and a Professional Officer who may or may not be members. The Executive Director position and Professional Officer position may be held by one individual.
- 7.2 The Executive shall have the power and responsibility to oversee and manage the activities of the Association and to develop and implement policies in furtherance of the purposes of the Association.
- 7.3 The Executive may establish such committees as it shall deem appropriate to assist it in carrying out its responsibilities, and may delegate to such committees such powers as it shall deem necessary for the implementation of its policies, and may appoint to such committees any person who normally will be a member, associate member or honorary member of the Association. Any Committee member who has direct involvement in, and thus a potential conflict of interest with regard to, an issue being adjudicated by that Committee should withdraw from discussion of, and abstain from voting on, that issue. ("Direct involvement" should be understood to include the involvement of one's spouse, spousal equivalent, child, or parent.)
- 7.4 Notwithstanding provision 7.3, all committees dealing with collective bargaining and with the administration of a collective agreement, including grievance handling, must be created by a by-law, which by-law shall be approved by the Association.
- 7.5 In the event of the retiring President being unable or unwilling to serve as the Past-President, the incoming Executive shall appoint a member in good standing with previous service on the Executive (preferably as President) to fill this office.
- 7.6 Any Executive member who has a direct involvement in, and thus a potential conflict of interest with regard to, an issue coming before the Executive should withdraw from discussion of, and abstain from voting on, that issue.
- 7.7 Any Executive member holding an office, or chairing a committee, which must adjudicate an issue which involves that individual (or their spouse, spousal equivalent, child, or parent) should temporarily step down from that position, withdraw from discussion of, and abstain from voting on that issue.

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- 7.8 When a possible conflict of interest on the part of the Executive or Committee member is perceived by any member of the Association, said Association member shall bring the situation to the attention of the Executive. The Executive or Committee member may then be required, by majority vote of members of the Executive, to abide by provisions 7.6 or 7.7 above.
- 7.9 When any of provisions 7.6, 7.7, or 7.8 is in force, the quorum of the Executive or committee in question shall be reduced accordingly. The same practice shall be followed if the provision in the last two sentences of 7.3 above is invoked.

ARTICLE 8 - DUTIES OF THE EXECUTIVE AND PROFESSIONAL OFFICERS

- 8.1 The President shall:
- (i) Act as Chair at all meetings of the Association and Executive.
 - (ii) Together with the Treasurer, sign financial documents as may be required from time to time in furtherance of the objects of the Association.
 - (iii) Together with the Treasurer, sign applications, agreements and other documents as may be required from time to time in furtherance of the objects of the Association.
 - (iv) Be an ex-officio member of any Association committee.
 - (v) Act in liaison with the Canadian Association of University Teachers, the Federation of New Brunswick Faculty Associations, and other associations, and government bodies in conjunction with the Professional Officer.
 - (vi) Exercise such other powers and perform such other duties as may be conferred upon or assigned to the President from time to time by the Executive, the Association, or pursuant to this Constitution or By-Laws hereunder.
- 8.2 The Vice-President shall:
- (i) Act in liaison with the Mount Allison Students' Union, CUPE 3433 (the Staff Association), CUPE 2338, Faculty Council, Senate, and other such bodies.
 - (ii) Exercise the powers and perform the duties of the President, in the absence, or inability to act, of the President, or if the office of the President is vacant.
 - (iii) Normally succeed the President.
 - (iv) In the absence of the Past President, act as external communications contact.
 - (v) Exercise such other powers and perform such other duties as may be conferred upon or assigned to the Vice-President from time to time by the Executive, the Association, or pursuant to this Constitution or By-Laws hereunder.
 - (vi) Act in conjunction with the University Provost & Vice-President (Academic & Research) on Employment Equity, including seeking nominations for the Equity Panel and participating in workshops on equity and diversity.

- (vii) Seek nominations for Association and joint Association/Employer Committees.
- (viii) Together with the Collective Bargaining Officer, normally represent the Association on the Joint Liaison Committee.

8.3 The Treasurer shall:

- (i) Receive and account for all monies paid to the Association and issue receipts therefore where appropriate together with the Professional Officer.
- (ii) Keep accurate records of all monies received and disbursed by the Association together with the Professional Officer.
- (iii) Together with the President, sign all financial documents as may be required from time to time in furtherance of the objects of the Association.
- (iv) Together with the President, sign applications, agreements and other documents as may be required from time to time in furtherance of the objects of the Association.
- (v) Together with the Professional Officer, arrange for an annual external financial audit of the Association.
- (vi) Exercise such other powers and perform such other duties as may be conferred upon or assigned to the Treasurer from time to time by the Executive, the Association, or pursuant to this Constitution or By-Laws hereunder.

8.4 The Past-President shall:

- (i) Provide advice and counsel to other members of the Executive, based on the Past-President's experience.
- (ii) Exercise such other powers and perform such other duties as may be conferred upon or assigned to the Past-President from time to time by the Executive, the Association, or pursuant to this Constitution or By-Laws hereunder.
- (iii) Be Chair of the Nominating Committee.
- (iv) Act as External Communications contact and initiate lobbying on Education and Labor issues.
- (v) Normally be chair of the Communications Committee.
- (vi) Together with the Professional Officer and Membership and Advocacy Officer, be responsible for maintaining the Association Web site and social media accounts.

8.5 The Collective Bargaining Officer shall:

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- (i) Be responsible for preparations for negotiations.
 - (ii) Chair the Collective Bargaining Committee.
 - (iii) Exercise such other powers and perform such other duties as may be conferred upon or assigned to the Collective Bargaining Officer from time to time by the Executive, the Association, or pursuant to this Constitution or By-Laws hereunder.
 - (iv) Together with the Vice-President, normally represent the Association on the Joint Liaison Committee.

8.6 The Grievance Officer shall:

- (i) Be responsible for grievances and reporting actions under grievance procedures to the Executive.
- (ii) Together with the Vice-President, recruit and nominate members of the Representation Panel.
- (iii) From time to time, convene the Representation Panel and chair its meetings.
- (iv) Exercise such other powers and perform such other duties as may be conferred upon or assigned to the Grievance Officer from time to time by the Executive, the Association, or pursuant to this Constitution or By-Laws hereunder.

8.7 The Membership and Advocacy Officer shall:

- (i) Together with the Professional Officer, maintain an up-to-date record of Unit 1 membership and together with the President, be responsible for communication from the Executive to the general membership.
- (ii) Be responsible for signing up and communicating with members and honorary members of the Association.
- (iii) Together with the Professional Officer, be responsible for keeping the New Members' Guide up to date.
- (iv) Normally be a member of the Communications Committee.
- (v) Together with the Professional Officer and Past President, be responsible for maintaining the Association web site and social media accounts.
- (vi) Together with the President and Executive Director, be responsible for organizing events to advance and advocate for the purposes of the Association.
- (vii) Exercise such other powers and perform such other duties as may be conferred upon or assigned to the Membership and Advocacy Officer from time to time by the Executive, the Association or pursuant to this constitution or By-Laws hereunder.

8.8 The Unit 2 Officer shall:

- (i) Represent the interests and concerns of members of the Unit 2 to the Executive and the guiding principles and decisions of the Executive to members of Unit 2.
- (ii) Together with the Professional Officer, maintain an up-to-date record of Unit 2 membership.
- (iii) Be responsible for signing up and communicating with associate members of the

Association.

- (iv) Normally be a member of the Communications Committee.
- (v) Exercise such other powers and perform such other duties as may be conferred upon or assigned to the Unit 2 Officer from time to time by the Executive, the Association or pursuant to this constitution or By-Laws hereunder.

8.9 The Professional Officer shall:

- (i) Report to the Association President.
- (ii) Provide research and administrative support as directed by the President for the Executive and other committees of the Association.
- (iii) Liaise with Employer representatives and outside agencies and be the external communications contact for the Association.
- (iv) Receive communications from the general membership and outside agencies to the Executive.
- (v) Together with the Membership and Advocacy Officer and Unit 2 Officer, maintain an up-to-date record of membership and, together with the Membership and Advocacy Officer, be responsible for keeping the New Members' Guide up to date.
- (vi) Together with the President, be responsible for communication from the Executive to the general membership.
- (vii) Be responsible for collective agreement administration.
- (viii) Have custody of all books and records of the Association including those financial in nature.
- (ix) Receive and account for all monies paid to the Association and, together with the Treasurer, prepare payment cheques and maintain the accounting records of the Association.
- (x) Together with the Treasurer, arrange for an annual external financial audit of the Association.
- (xi) Keep minutes of proceedings of all meetings of the Association and Executive.
- (xii) Keep and maintain all provisions of the Constitution and the By-Laws hereunder.
- (xiii) Be responsible for travel arrangements for the Executive and/or member representatives of the Association.
- (xiv) Coordinate internal and external meetings and events in conjunction with the Executive Officers.
- (xv) Together with the Past President and the Membership and Advocacy Officer, be responsible for maintaining the Association web site and social media accounts.
- (xvi) Be responsible for notices of meetings of the Association as required by this Constitution or By-Laws adopted hereunder.
- (xvii) Exercise such other powers and perform such other duties as may be conferred upon or assigned to the Professional Officer from time to time by the Executive to ensure effective administration of the MAFA office.

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- 8.10 The Executive Director shall:
- (i) Report to the President of the Association.
 - (ii) Provide leadership with strategic planning, including on-going succession planning for union staffing.
 - (iii) Provide advice on grievances and arbitrations, including drafting of documents.
 - (iv) Provide advice on dealings with the employer, including advice to the Association's members of the Joint Liaison Committee and other members of the Executive.
 - (v) Provide continuity to the Association through knowledge and analysis of past practices, precedents and history.
 - (vi) Provide leadership in preparation for collective bargaining, including advice to the Collective Bargaining Committee and subcommittees.
 - (vii) Provide advice to the Negotiating Team.
 - (viii) Provide assistance to members who are negotiating offers of employment or retirement agreements, and assist with interpretation of the Collective Agreements.
 - (ix) Act as contact and liaison with representatives of CAUT, FNBFA, the CAUT Defence Fund, NUCAUT, and with MAFA legal counsel.
 - (x) Receive media inquiries and provide assistance and advice to members of the Executive with drafting of media releases and other statements to the media.
 - (xi) Prepare the Association's annual budget, and at the discretion of the Executive, act as a signing officer for the purpose of on-line, read-only banking.
 - (xii) Oversee the work of the Professional Officer (when this position is held by an individual who is not the Executive Director) to ensure the effective administration of the operations of the office of the Association.

ARTICLE 9 - VOTES UNDER INDUSTRIAL RELATIONS ACT

- 9.1 No Collective Agreement shall be executed on behalf of the Association unless the terms thereof have been ratified by the members of the Association in the manner hereinafter provided.
- 9.2 On a working day not more than five (5) working days before a ratification vote, there shall be a special meeting of employees with a minimum of two (2) working days' notice at which the terms of the Collective Agreement shall be explained and discussed, but not amended or referred.
- 9.3 All ratification votes, all votes on binding conciliation or interest arbitration and all votes required by the Industrial Relations Act of New Brunswick shall be conducted on two (2) consecutive working days during business hours at one location on or near campus unless otherwise required by the said Act.
- 9.4 All ratification votes, all votes on binding conciliation or interest arbitration and all votes

required by the Industrial Relations Act shall be effected by means of a secret ballot vote by members at that time, with no mail ballot permitted unless otherwise required by the said Act.

- 9.5 All ratification votes, all votes on binding conciliation or interest arbitration and all votes required by the Industrial Relations Act shall be determined by the majority of valid votes cast unless otherwise required by the said Act.

ARTICLE 10 - BY-LAWS - PROCEDURES

- 10.1 The Association may from time to time adopt, amend or repeal such By-laws as it deems necessary or conducive to the attainment of its objects as hereinafter provided.
- 10.2 Without limiting the generality of the foregoing paragraph, such By-laws may include those respecting:
- (i) the calling and conduct of meetings of the Association and the Executive;
 - (ii) the procedure for election of Executive officers;
 - (iii) the terms of Executive officers;
 - (iv) procedures to be followed in relation to the adoption and amending of By-laws not provided for in this Constitution;
 - (v) the prescribing of dues payable by members and honorary members;
 - (vi) the auditing of the Association's financial records; and
 - (vii) any other matter to be dealt with by By-laws pursuant to this Constitution.
- 10.3 Proposed By-laws shall be approved by a majority at a duly constituted meeting of the Association and may only be acted upon after such approval.
- 10.4 Only By-laws proposed by the Executive or in a request by twenty members in writing sent to the Executive shall be placed before a meeting of the Association for adoption pursuant to a notice of motion.
- 10.5 Upon receipt of a request with a proposed By-law, the Executive shall ensure that such proposed By-law be placed before the next meeting of the Association for which proper notice can reasonably be given.

ARTICLE 11 – INDEMNIFICATION

- 11.1 Notwithstanding Article 28 of the collective agreements, the Mount Allison Faculty Association hereby indemnifies its members, and its Executive Director and Professional Officer, for any errors or omissions made by them while in service to the union, specifically its Executive and various committees, to the extent that they are not already indemnified by the

Employer. This indemnification is contingent upon the member or members acting within the scope of their official duties and in good faith.

ARTICLE 12 - AMENDMENTS TO CONSTITUTION

- 12.1 Amendments to this Constitution may only be made at a duly constituted meeting of the Association by a two-thirds majority vote of the members present at that meeting, in the manner hereinafter provided.
- 12.2 Notice of motion to amend this Constitution shall be mailed to each member by the Professional Officer as directed by the Executive at least five (5) working days prior to the date of the meeting at which such motion is to be made.
- 12.3 Unless otherwise provided, an amendment to this Constitution shall take effect immediately upon its adoption.
- 12.4 Amendments to the Constitution may be initiated by the Executive or by twenty (20) members of the Association sending their proposed amendment in writing to the Executive.
- 12.5 Upon receipt of such a proposed amendment, the Executive shall ensure that such proposed amendment be placed before the next meeting of the Association for which proper notice can reasonably be given.

GENERAL BY-LAWS

A. ASSOCIATION MEETINGS

- A.1 All previous By-laws of the Association are repealed as of the date of the adoption of the present set of By-laws.
- A.2 At least one meeting of the Association shall be held during the fall term and one during the second term of the University academic year.
- A.3 One meeting during the second term shall be designated the Annual General Meeting and shall be held before April 30.
- A.4 Meetings of the Association may be called by the Executive or as a result of a request in writing by twenty (20) members given to the Executive, in which case a meeting of the Association shall be called within ten (10) working days.
- A.5 All members, associate members, honorary members, and observers with permission of the Chair of the meeting, may attend meetings of the Association; the Chair may ask the advice of members as to the attendance and participation in a meeting of any observers.
- A.6 At least five (5) working days written notice of all meetings of the Association shall be given unless otherwise expressly provided in the Constitution or By-laws, unless the Executive deems a shorter period necessary in cases of Collective Bargaining.
- A.7 In the absence of the President and Vice-President, the members present at a duly constituted meeting of the Association may elect one of their members to be Chair of the meeting.
- A.8 The quorum at meetings of the Association shall be twenty-five (25) members. The quorum is to be determined at the beginning of the meeting.
- A.9 If, at the time stipulated for the commencement of a meeting of the Association, a quorum shall not be present, the Chair may delay the commencement of the meeting for no longer than one-half (½) hour for the purpose of acquiring a quorum.
- A.10 Voting at meetings of the Association shall be done orally or by show of hands, and a secret ballot shall be held only at the request of a member or when required by the Constitution or By-Laws.
- A.11 The Chair of the meeting shall vote only in case of a tie vote.

A.12 Meetings shall be conducted according to Roberts' Rules of Order.

B. MEETINGS OF THE EXECUTIVE

B.1 Meetings of the Executive may be called by the President or Acting President or at the request of two (2) members of the Executive. The President or Acting President shall then convene a meeting of the Executive within five (5) working days of receiving the request.

B.2 A quorum for an Executive meeting shall be fifty percent (50%) of the members of the Executive. The quorum shall be determined at the commencement of the meeting.

B.3 If at the time stipulated for the commencement of the Executive meeting, a quorum shall not be present, the Chair may delay the commencement of the meeting for no longer than one-half ($\frac{1}{2}$) hour for the purpose of acquiring a quorum.

B.4 In the absence of the President and Vice-President, the members of the Executive present may elect a Chair for the meeting.

B.5 The Chair of the meeting shall vote only in the case of a tie vote.

B.6 Unless a member of the Executive requests the holding of a secret ballot, voting shall be done orally or by show of hands.

B.7 All votes shall be carried by a majority vote of the members of the Executive present.

C. ELECTION OF THE EXECUTIVE

C.1 The officers and members of the Executive other than the Past-President shall be elected at the Annual General Meeting of this Association according to the following rules:

(a) Only members of the Association are eligible for election to the Executive.

(b) A Nominating Committee of three (3) members shall be appointed by the out-going Executive on or before February 15th each year with the power to select at least one willing candidate for each office.

(c) The Nominating Committee shall include on the official slate of candidates the names of any members who are nominated in writing by at least five (5) other members ten (10) or more, working days in advance of the Annual General Meeting. Nominees

must give their written consent to be candidates.

- (d) Five (5) working days prior to the Annual General Meeting, the names of all nominees as determined in C.1 b) and c) above shall be sent to all members.
 - (e) Upon the presentation by the Nominating Committee of the official slate, elections for Executive positions will, if necessary, be held by secret ballot; to be elected, a candidate must obtain a majority of the votes cast. If no candidate obtains an absolute majority on a vote, the candidate with the least number of votes shall be dropped from the ballot and voting continued until a candidate receives an absolute majority of the votes cast.
- C.2 The Executive shall hold office for one (1) year beginning May 1st.
- C.3 Members of the Executive shall be eligible for re-election in future years. To promote renewal and member participation, each Executive position shall normally be held for no more than three consecutive years. After three years in the same Executive position, a member remains eligible for election to another Executive position.
- C.4 Notwithstanding provision C.2 and C.3, members of the Executive shall continue to hold their positions until duly replaced.
- C.5 Members of the Executive may resign their positions at any time by giving written notice thereof to the President. The Executive shall have the power to fill vacancies in its membership.
- C.6 A member of the Executive shall be deemed to have resigned upon ceasing to meet the eligibility requirements for membership in the Association.
- C.7 A member of the Executive may be removed from office for such cause, if any, as shall be determined by a majority of the members at a duly constituted meeting for which notice of meeting has been given.

D. FISCAL YEAR AND FINANCES

- D.1 The Fiscal year of the Association shall end on December 31st of each year.
- D.2 A qualified auditor shall be appointed by the members at a Fall General Meeting of the Association.
- D.3 The Treasurer shall place before the Annual General Meeting audited financial statements for

the fiscal year ending on December 31st, which financial statements shall fairly reflect the financial position of the Association.

E. DUES

- E.1 Each member shall pay annual dues in the amount of 1.2 per cent of actual salary (excluding stipends for administrative duties).
- E.2 Dues shall be collected in such manner as may be determined from time to time by the Executive or as may be provided in the terms of the Collective Agreement then in effect.
- E.3 By-laws pertaining to dues, or alterations thereto, shall come into effect immediately upon approval unless otherwise provided.
- E.4 The Association shall maintain a Reserve of \$250,000, which shall ensure adequate resources for expenses of arbitrations, strikes, lockouts, strike pay, or expenses connected with allegations of unfair labour practice. In the event that reserves of the Association drop below \$250,000, there shall be a temporary increase in annual dues of 0.5 per cent of actual salary (excluding stipends for administrative duties) in addition to dues specified in By-law E.1. The rate of dues shall revert to that in By-Law E1 when the Executive determines that two successive quarterly financial statements indicate the Reserves have been restored to at least \$250,000.

F. MEMBERSHIP FORM

- F.1 Pursuant to provision 3.2 (i), the following shall be the form for application for membership:

I hereby apply to become a member of the Mount Allison Faculty Association and agree to abide by its Constitution and By-laws.

G. REPRESENTATION PANEL

- G1. There shall continue to be a panel known as the Representation Panel (hereinafter referred to as the Panel) which shall perform the functions hereinafter provided.
- G2. The Panel shall consist of at least four (4) members appointed by the Executive, for terms of a length established by the Executive at the time of appointment not normally to exceed two (2) years, and with the Grievance Officer as convenor.
- G3. The Panel shall have the following functions:

- a) At the request of the President or Grievance Officer, a Panel member may be assigned by the Executive to provide assistance to a member who requires advice or support in the work place.
- b) At the request of the President or Grievance Officer, a Panel member may be assigned by the Executive to provide assistance to a member who is involved in a Grievance or a conflict between members or who is a complainant, respondent or witness in a Workplace Harassment or similar Employer process, as applicable;
- c) At the request of the President or Grievance Officer, a Panel member may be assigned by the Executive to handle an individual or union grievance in place of the Grievance Officer.

H. COLLECTIVE BARGAINING COMMITTEE

- H.1 There shall be a committee known as the MAFA Collective Bargaining Committee (hereinafter referred to as the Committee) which shall perform the functions and have the powers hereinafter provided.
- H.2 The Committee shall consist of a minimum of two (2) members appointed by the Executive, for terms established by the Executive at the time of appointment, the Collective Bargaining Officer as Chair, and the Unit Two Officer.
- H.3 Any vacancies which occur on the Committee shall be filled by the Executive within a reasonable time.
- H.4 The Collective Bargaining Officer shall be Chair and shall have full right to vote at all meetings.
- H.5 The quorum for all meetings of the Committee shall be three (3) members.
- H.6 All questions shall be decided by a majority of votes cast at a meeting of the Committee, with any question failing in the case of a tie vote.
- H.7 All other matters of procedure of the Committee shall be determined by the Committee.
- H.8 The Committee may, with the approval of the Executive, delegate certain of its functions and powers to a sub-committee composed of Association members.
- H.9 The Committee shall have the following powers and functions:

- (a) Together with the Executive, to determine procedures for consultation with the membership.
- (b) To consult with members and prepare proposals for collective bargaining, and present these proposals to the Executive for approval and, once approved, to members for approval at a general meeting.
- (c) To recommend to the Executive the general negotiating priorities of the proposals for collective bargaining.
- (d) To advise the Executive, the membership, and the Negotiating Team on matters relating to the negotiation and administration of collective agreements.
- (e) To support and provide assistance to the Negotiating Team as determined by the Executive.
- (f) To serve as temporary members of the Negotiating Team when members of the Negotiating Team are unavailable for short periods of time during negotiations.

I. NEGOTIATING TEAM

- I.1 There shall be a committee known as the MAFA Negotiating Team (hereinafter referred to as the Team) which shall perform the functions and have the powers hereinafter provided.
- I.2 The Team shall consist of at least three (3) persons to a maximum of six (6) persons.
- I.3 The Team shall be appointed by the Executive. The Executive shall name a Chief Negotiator who shall be a member of the team.
- I.4 Any vacancies which occur on the Team shall be filled by the Executive.
- I.5 The Team may invite other persons to assist in negotiations.
- I.6 The Team shall determine its own procedures in accordance with the Negotiating Policy adopted by the Executive.
- I.7 The Team shall have the power and function to initiate and conduct negotiations with the Employer.

- I. 8 The Chief Negotiator shall regularly inform the Executive as to the status of any ongoing negotiations.
- I.98 The Team shall present a negotiated agreement to the membership for ratification and shall present a recommendation for acceptance or rejection.
- I.109 The term of the Team or a member of the Team shall be determined from time to time by the Executive. Any member of the Team may resign upon informing the Chief Negotiator and giving written notice thereof to the President.

J. COMMUNICATIONS COMMITTEE

- J.1 There shall be a committee known as the Communications Committee which shall perform the functions and have the powers hereinafter provided.
- J.2 The Committee shall consist of at least two (2) members not currently serving on the Executive and appointed by the Executive, normally for a one-year term, and normally with the Past President as Chair, the Membership and Advocacy Officer, and the Unit 2 Officer. The Professional Officer shall also be a member of the committee.
- J.3 The Committee shall meet at least twice per term and have the following functions:
- (a) Review and make recommendations to the Executive regarding the Associations' communications activities and strategies, including communications with members and external communications.
 - (b) Develop, review and maintain procedures for ensuring that information on the Association website is up to date and that new information is added regularly.
 - (c) Develop, review and maintain procedures for an active social media presence.
 - (d) Develop, review and maintain procedures for communications during preparations for bargaining, and during bargaining.
 - (e) Together with the President, prepare and publish Association newsletters.

K. JOB ACTION COMMITTEE

- K.1 There shall be a committee known as the MAFA Job Action Committee which shall

perform the functions and have the powers hereinafter provided.

- K.2 The Committee shall consist of five (5) to seven (7) members appointed by the Executive, for terms established by the Executive at the time of appointment, in any year in which collective agreement negotiations are expected to occur.
- K.3 Any vacancies which occur on the Committee shall normally be filled by the Executive within a reasonable time.
- K.4 The Committee shall elect a Chair who shall have full right to vote at all meetings.
- K.5 The quorum for all meetings of the Committee shall be four (4) members.
- K.6 All questions shall be decided by a majority of votes cast at a meeting of the Committee, with any question failing in the case of a tie vote.
- K.7 All other matters of procedure of the Committee shall be determined by the Committee.
- K.8 The Committee shall have the following functions:
 - a) Recommend a strike or job action implementation strategy to the Executive and carry out the plan approved by the Executive.
 - b) Together with the Executive, provide leadership during any strike or job action by coordinating and carrying out strike or job action activities, including recommending and, once approved by the Executive, securing a location for a strike or job action headquarters, making any necessary arrangements for the location of pickets, marches or other gatherings, preparing schedules for picketing, driving and food preparation, staffing phone lines and the strike or job action headquarters, preparing picketing signs, and assisting the Communications Committee set up and maintain a strike or job action section on the Association website.