

NOTICE OF GENERAL MEETING

TO: All MUNFA Members
FROM: The MUNFA Executive Committee
DATE: October 23, 2015
SUBJECT: **MUNFA GENERAL MEETING
TUESDAY, OCTOBER 27, 2015**

A General Meeting of MUNFA will be held on:

TUESDAY, OCTOBER 27, 2015

AT 7:30 P.M.

IN ROOM A-1043

An agenda and documents for the meeting are attached.

MUNFA members at Grenfell Campus (GC) will be participating in the meeting through video conferencing.
The GC meeting will be held in Room AS-275.

A WINE AND CHEESE RECEPTION WILL FOLLOW THE MEETING.



MUNFA

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AGENDA

of a General Meeting of the Membership of MUNFA

Tuesday, October 27, 2015 at 7:30 p.m. , A-1043

Grenfell Campus will participate by video conference.

1. Approval of Agenda
2. President's Report
3. Treasurer's Report
 - a. Financial Statement for 2014-2015
4. CAUT Defence Fund
5. MUNFA Constitution
 - A) Notice of Motion re: Amendment - *Article VI.4(a)*
6. General Meeting Minutes
 - A) Approval of General Meeting Minutes of April 28, 2015
 - B) Matters Arising from General Meeting Minutes of April 28, 2015
7. Collective Agreement Administration
 - a. Report of the St. John's Academic Freedom & Grievance Committee
 - b. Report of the Grenfell Campus Academic Freedom & Grievance Committee
 - c. Report of the Joint Association/University Relations Committee
8. MUNFA Committee Reports
 - a. Sexual Harassment Advisory Board representatives
 - b. MUNFA Benefits Committee
 - c. MUNFA Pension Committee
 - d. Other Committees
9. Any Other Business

**Memorial University of Newfoundland
Faculty Association**

Financial Statement for 2014-2015

Erin Alcock
Treasurer, MUNFA
October 2015

MUNFA completed the 2014-2015 fiscal year in a sound financial position; relying mainly on our incoming membership contributions, as our investment funds delivered modest returns.

Actual expenditures from the work of the association have generally fallen within the budget, with the exception of the cost of arbitrations and our investment in LabourWare, a grievance handling software, both predicted in the spring financial report.

The three investment accounts continue to be satisfactory. The balance in the Strike Fund continues to grow, standing at \$1,104,041.58 on June 30, 2015. The balance of the Current Accounts stands at \$474,483.70 at fiscal end and the Legal Defence Fund is at \$362,291.81 in assets.

MUNFA -- STATEMENT OF INCOME AND EXPENDITURES (through June 30, 2015)

	2012/2013 June 28, 2013	2013/2014 June 30, 2014	2014/2015 June 30, 2015	Budget 2014/2015
INCOME				
Membership Fees	833,506.72	833,076.83	857,896.18	869,941.00
Retired Members	265.00	220.00	245.00	360.00
Interest				
Refunds				
Subtotal	833,771.72	833,296.83	858,141.18	870,301.00
TRANSFERS				
From RBC Current Account		(11,500.00)		
From MUNFA Legal Support Fund				
To MUNFA Strike Fund	46,436.00	58,325.00	47,008.00	45,161.00
To MUNFA Legal Support Fund				
To Current Account	75,000.00			0
Total Income After Transfers	712,335.72	763,471.83	811,133.18	825,140.00
EXPENDITURES				
Arbitrations	123,144.61	151,296.07	140,472.77	115,000.00
Bank Expenses	254.31	379.72	65.94	300.00
Affiliations				
General Fees (CAUT)	143,472.77	141,351.16	141,531.31	147,056.00
CAUT Defence Fund	56,175.00	57,687.20	57,109.50	63,024.00
Academic Freedom Fund (0.00			4,000.00
NLFL	9,658.56	11,458.48	9,707.80	9,360.00
NUCAUT (CLC)	9,060.11	8,872.53	10,338.29	10,000.00
Corner Brook District Labour Council			542.40	
Duplicating	4,555.88	3,675.31	4,919.24	3,000.00
Donations				
Union Support	2,000.00	5,000.00	1,000.00	8,000.00
Other	1,400.00	250.00	550.00	1,000.00
Entertainment	752.48	190.72	882.86	750.00
Executive Officer Search				
Support of ASM from Legal Defence Fund				1,000.00
Liability Insurance	4,433.00	4,433.00	3,600.00	5,000.00
Meeting Expenses	531.48	3,859.15	1,932.97	1,500.00
Miscellaneous	9,266.44	6,343.13	4,131.90	5,000.00
Negotiations/ Strike Preparations	0.00	23,703.98	3,342.26	15,000.00
Office Equipment and Maintenance	4,896.78	4,184.39	7,755.88	3,000.00
Office Supplies	2,737.69	3,259.57	2,523.94	2,000.00
Postage	189.65	225.23	834.58	150.00
Professional Fees	19,162.78	29,286.38	33,749.71	30,000.00
Office Labour Costs	291,158.19	262,774.90	255,750.60	360,000.00
Release Time	0.00		9,746.00	
Telephone/Fax	1,920.42	1,916.27	1,425.03	1,000.00
Travel	33,923.25	37,806.80	31,448.46	40,000.00
Website Development & Upgrade	7,366.87	1,785.40	2,260.00	
LabourWare (Grievance Software)			13,971.31	
Subtotal	726,060.27	759,739.39	739,592.75	825,140.00
Excess of Income over Expenditui	(13,724.55)	3,732.44	71,540.43	0

Note: Estimate for Academic Freedom Fund is based on \$5 per member.

**MUNFA Current Account
July 1 2014 -- June 30 2015**

Fixed Income	Rate of return in %	Maturity Date	Purchase Cost	Market Value June 30, 2015
Home Trust Company GIC	2.05%	30-May-16	46,000.00	46,080.09
Pacific & Western GIC	2.05%	22-Aug-16	65,000.00	66,139.00
Laurentian Bank GIC	2.10%	30-May-17	47,000.00	47,083.83
LBC Trust GIC	2.10%	22-Aug-17	65,000.00	66,166.82
HSBC Bank Canada GIC	1.70%	6-Feb-18	98,000.00	98,657.27
Manulife Bank GIC	1.85%	6-Feb-19	98,000.00	98,715.27
Canadian Tire Bank GIC	2.05%	6-Feb-20	20,000.00	20,161.76
Subtotal				443,004.04
Mutual Funds				
Harbour Fund			10,662.64	18,132.32
RBC O'Shaughnessy Int'l Equity			11,274.72	11,190.30
Subtotal				29,322.62
Total				472,326.66
Transactions and Cash Assets				
Beginning Position June 30, 2014			34.76	
Sold RBC Investment Savings August 22, 2014			63,078.80	
Sold RBC Investment Savings August 22, 2014			60,941.91	
Sold RBC Investment Savings August 22, 2014			6.09	
Sold RBC Investment Savings August 22, 2014			6,100.00	
Bought LBC Trust August 22, 2014			65,000.00	
Bought Pacific & Western August 22, 2014			65,000.00	
Redeem Royal Trust January 9, 2015			52,672.60	
Interest January 9, 2015			1,185.13	
Redeem National Bank of Canada January 9, 2015			77,280.96	
Interest January 9, 2015			1,468.34	
Sold RBC Investment Savings February 6, 2015			83,458.45	
Bought Canadian Tire Bank February 6, 2015			20,000.00	
Bought HSBC Bank February 6, 2015			98,000.00	
Bought Manulife Bank February 6, 2015			98,000.00	
Interest June 1, 2015			943.00	
Interest June 1, 2015			987.00	
Ending Position June 30, 2015			2,157.04	2,157.04
Current Total Assets in MUNFA Current Account				474,483.70

MUNFA Strike Fund
July 1 2014 -- June 30 2015

	Annual Rate of return in %	Maturity Date	Purchase Cost	Maturity Value	Market Value July 31, 2014
Fixed Income					
CDN Western Bank	1.82%	10-Mar-16	48,500.00		57,335.66
Equitable Bank	1.80%	10-Mar-16	56,000.00		57,320.93
Royal Trust Company GIC	3.15%	23-Mar-16	48,500.00	56,635.00	55,374.39
B2B Bank	1.95%	30-May-16	36,000.00		36,059.62
Equitable Bank	2.05%	30-May-16	40,000.00		40,069.64
Home Trust Company GIC	2.05%	30-May-16	30,000.00	30,495.00	30,052.23
Resmor Trust Company GIC	2.70%	9-Jan-17	83,905.00	95,861.00	92,041.44
Canadian Western Bank GIC	1.70%	1-Apr-17	34,800.00		34,945.88
Pacific & Western GIC	1.73%	1-Apr-17	30,000.00		30,127.98
B2B Bank	2.10%	30-May-17	61,000.00		61,108.80
Laurentian Bank	2.10%	30-May-17	50,000.00		50,089.18
Nat'l Bank of Canada GIC	1.75%	2-Apr-18	64,000.00		64,276.16
Tangerine Bank GIC	2.20%	22-Aug-18	91,000.00		92,711.26
LBC Trust GIC	2.25%	22-Aug-18	26,000.00		26,500.06
Bank of Nova Scotia GIC	1.87%	1-Apr-19	64,000.00		64,295.10
Homequity Bank GIC	2.50%	22-Aug-19	88,000.00		89,880.56
ICICI Bank GIC	2.45%	22-Aug-19	29,000.00		29,607.32
Subtotal					911,796.21
Mutual Funds					
Harbour Fund			42,989.82		53,778.13
PH&N Canadian Equity Value					110,422.03
Subtotal					164,200.16
Total					1,075,996.37
Transactions and Cash Assets					
Beginning Position June 30, 2014				12,622.60	
Sold RBC Investment Savings August 22, 2014				105,833.81	
Sold RBC Investment Savings August 22, 2014				16,679.55	
Bought Homequity Bank August 22, 2014				88,000.00	
Bought ICICI Bank August 22, 2014				29,000.00	
Bought Tangerine Bank August 22, 2014				91,000.00	
Bought LBC Trust August 22, 2014				26,000.00	
Deposit September 11, 2014				7,232.00	
Deposit November 3, 2014				9,040.00	
Deposit January 19, 2015				7,232.00	
Redeem Bank of Nova Scotia March 10, 2015				92,000.00	
Interest March 10, 2015				1,334.00	
Redeem Home Trust Company March 10, 2015				20,000.00	
Interest March 10, 2015				320.00	
Interest March 23, 2015				5.65	
Redeem RBC Mortgage Corp March 23, 2015				52,766.06	
Interest March 23, 2015				1,503.82	
Bought Bank of Nova Scotia April 1, 2015				64,000.00	
Bought CDN Western Bank April 1, 2015				34,800.00	
Bought Nat'l Bank of Canada April 1, 2015				64,000.00	
Bought Pacific & Western April 1, 2015				30,000.00	
Deposit April 2, 2015				10,848.00	
Interest April 22, 2015				5.73	
Interest June 1, 2015				702.00	
Interest June 1, 2015				1,281.00	
Interest June 1, 2015				820.00	
Interest June 1, 2015				615.00	
Interest June 1, 2015				1,050.00	
Deposit June 30, 2015				12,656.00	
Ending Position June 30, 2014				28,045.21	28,045.21
Current Total Assets in MUNFA Strike Fund					1,104,041.58

**MUNFA Legal Support Fund
July 1 2014 -- June 30 2015**

A. Investments	Rate in %	Maturity Date	Purchase Cost	Market Value
BMO Advisor's advantage GIC	2.90%	8-Jul-15	20,000.00	20,567.29
Province of Ontario	3.15%	8-Sep-15	25,301.22	25,351.21
RBC Mortgage Corp GIC	3.25%	8-Jul-16	20,000.00	20,635.75
CDN Imperial BK of Commerce Deposit Notes	2.65%	8-Nov-16	5,044.61	5,115.74
Royal Bank of Canada	2.68%	8-Dec-16	5,056.05	5,112.68
Emera Inc. SR Unsecured Medium Term NTS	2.96%	13-Dec-16	5,033.44	5,110.04
Subtotal			80,435.32	81,892.71
RBC US Dividend CL			9,717.67	17,008.31
RBC European Equity			9,000.00	8,932.85
RBC Investment Savings Account				30,413.66
RBC Mirror Portfolio			167,947.28	223,644.72
Subtotal			186,664.95	279,999.54
				361,892.25
Total				
B. Cash Assets				
Cash Position July 1, 2014			8,168.36	
Cash Position June 30, 2015			399.10	399.10
C. Total Assets in MUNFA Legal Support Fund				362,291.81

D. Targeted Assets for MUNFA Legal Support Fund= ~\$298,000 (\$150,000 in 1983\$)

RBC Mirror Portfolio: Common Shares	Quantity	Book Value	Market Value June 30, 2015
AltaGas Ltd	121	2,762.53	4,602.84
Brookfield Asset Mgmt	322	4,610.69	14,052.08
Baytex Energy Corp	99	4,336.63	1,923.57
Bonavista Energy Corporation	270	4,355.33	1,833.30
Blackberry LTD Com	106	8904.51	1,082.26
Bank of Montreal	124	7494.39	9,177.24
Bank of Nova Scotia	99	5175.72	6,382.53
BCE Inc	214	5,607.58	11,354.84
Canadian National Railway Co.	116	4,045.21	8,358.96
Canadian Natural Resources	217	7,658.54	7,356.30
Cenovus Energy	206	4,359.62	4,113.82
Crescent Point Energy Corp	146	5,545.28	3,741.98

Fortis Inc.	200	6,362.32	7,016.00
Husky Energy Inc common	242	4,920.60	5,781.00
Magna International	140	3,706.86	9,814.00
Manulife Financial Corp	273	6,499.50	6,336.33
Metro Inc	177	3,964.71	5,933.04
National Bank of Canada	146	4,835.29	6,850.32
Potash Corp of Sask	121	4,700.63	4,680.28
Power Financial Corp	162	4,873.11	5,810.94
Restaurant Brands Intl	95	4,919.72	4,547.65
Royal Bank of Canada	207	8,224.69	15,810.66
Saputo Inc	125	4,546.90	3,776.25
Suncor Energy Inc	270	7,275.61	9,288.00
Thomson Reuters Corp	113	3,890.02	5,374.20
Toronto Dominion Bank	230	6,473.05	12,199.20
Transforce	185	3,903.50	4,686.05
Transcanada Corp	155	4,664.93	7,867.80
		148,617.47	189,751.44
<i>Total Common shares</i>			
<i>RBC Mirror Portfolio: Foreign Securities</i>			
AT&T Inc	104	3,554.12	4,612.40
Caterpillar Inc	43	378.75	4,555.06
JPMorgan Chase & Co	63	4,484.15	5,331.40
McDonald's Corp	38	3,417.02	5,224.25
Proctor & Gamble Co	49	3,264.08	4,786.81
Walgreen Co	89	4,231.69	9,383.36
		19,329.81	33,893.28
<i>Total Foreign Securities</i>			
		167,947.28	223,644.72

Statements of Cash Positions

General Account

Beginning Cash Position June 30, 2014 Chequing Account	104,251.95
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Ending Cash Balance June 30, 2014 Chequing Account	131258.13
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Strike Pay Account

Beginning Cash Position June 20, 2014	697.96
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Ending Cash Balance June 23, 2015	697.96
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Strike Benefits Account

Beginning Cash Position June 30, 2014	320.73
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Ending Cash Balance June 18, 2015	300.73
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DRAFT

MEMORIAL UNIVERSITY OF NEWFOUNDLAND FACULTY ASSOCIATION CONSTITUTION

(This copy of the Constitution contains amendments approved by General Meetings up to and including that of April 28, 2015.)

Article I (Name)

Memorial University of Newfoundland Faculty Association (MUNFA).

Article II (Purpose)

The purpose of the Association is to promote the professional interests of its members, to advance the standards of university teaching and research, and, within the Province of Newfoundland and Labrador, to regulate relations between employers and employees through collective bargaining, and without limiting the foregoing, to regulate relations between Memorial University of Newfoundland as employer and its academic staff, including professional librarians and Academic Staff Members in Co-op and Field Education, as employees.

Article III (Affiliation)

MUNFA is associated with the Canadian Association of University Teachers (CAUT).

Article IV (Membership and Fees)

1. Membership in MUNFA shall be open to any person who is employed by the Memorial University of Newfoundland (as defined by the Memorial University Act, 1949, as amended) or any of its branches, divisions, services or affiliates, who holds the academic rank of Professor, Associate Professor, Assistant Professor, Lecturer, Academic Staff Member in Co-op and Field Education (ASM-CFE) I or II (or the equivalents of said ranks), and who is primarily engaged in teaching or research, including all persons who hold the academic rank of Librarian I, Librarian II, Librarian III, or Librarian IV, and all persons holding regular or teaching term appointments excluding per course appointments, except the following.
 - (a) The President of the University, or any Vice-President.¹
 - (b) Any Dean, or the University Librarian.¹
 - (c) Clinical Associate.
 - (d) Director (or equivalent) of a non-academic department (where an academic department is defined as one engaged primarily in teaching and/or research).¹

¹Deputies Deputies to the individuals referred to in clauses IV.1(a), (b) and (d) (e.g., those with titles assistant, associate, etc.) are eligible for membership in MUNFA if they hold academic rank and their primary duties are research, teaching, administrative duties of an academic nature, or a combination of these.

2. Interpretation of the regulations for eligibility for membership in MUNFA shall be made by the Executive Committee, subject to review by the General Meeting.
3. A person shall be considered a member of MUNFA:
 - (a) if he/she is a member of a MUNFA bargaining unit, unless he/she has written to the Secretary of MUNFA stating his/her wish not to be a member of the Association; or
 - (b) if he/she is not a member of a MUNFA bargaining unit, from one month after he/she has authorized the Director of Human Resources to deduct MUNFA fees from salary payments as long as he/she continues this authorization; or
 - (c) if he/she is not a member of a MUNFA bargaining unit and he/she has paid fees by cheque for the current bimonthly period to the Treasurer of the Association.

For members in category (c), bimonthly fees shall be payable on the first of September, November, January, March, May and July.

4. All members of MUNFA, except Retired members, are also members of the CAUT.
5. MUNFA fees, except for Retired membership fees, shall be determined annually at a General Meeting. Special levies may be approved at any General Meeting with at least ten days notice to members of the Association. Changes in MUNFA fees shall normally come into effect on July 1st of each year. CAUT fees are determined by the appropriate bodies of CAUT.
6. Individuals who are members of MUNFA at the time they retire from Memorial University, shall be eligible for Retired membership in MUNFA upon payment of a five dollar annual membership fee. Retired members enjoy all the rights of other non-bargaining unit members, including voting at General Meetings and holding office.

Article V (Officers)

1. The Officers of the Association are a President, a Vice-President, the immediate Past President, a Secretary, a Treasurer, six members-at-large of the Executive, a CAUT Council Delegate, and a representative from Grenfell Campus.
2. All Officers shall hold office for one year, beginning September 1. All elective Officers are eligible for immediate re-election to the same office.
3. All Officers must be Members of the Association.

Article VI (Executive Committee)

1. There shall be an Executive Committee of the Association which shall be responsible for carrying out the policies and purposes of the Association.

2. The Executive Committee shall consist of the Officers and the Officers Elect of the Association.
3. The new Executive in any year will take office at the beginning of the new academic year.
4.
 - (a) In the case of the prolonged or permanent absence, or the resignation, of the immediate Past President, a further member at large shall be elected in accordance with Article XI, except that this further member shall be a person who has been a member of the previous Executive Committee of the Association. If there is no member available or willing to be nominated from the previous Executive Committee of the Association, a further member at large shall be elected in accordance with Article XI, except that this further member shall be a person who has been a member of any previous Executive Committee of the Association. If there is no member available or willing to be nominated from a previous Executive Committee of the Association, a further member at large shall be elected from the membership in accordance with Article XI.
 - (b) In the event of the prolonged or permanent absence or the resignation of the President, she/he shall be replaced by the Vice-President.
 - (c) In the event of the prolonged or permanent absence or the resignation of the Vice-President, a current officer of the Association (other than the President or Past President) shall be elected by the Executive to the position of Acting Vice-President. The office of Vice-President shall be filled by an election according to the procedures of Article XI.
 - (d) In the event of the prolonged or permanent absence or the resignation of any Officer not listed in Article VI.4.(a), VI.4.(b), or VI.4.(c), a replacement shall be elected according to the procedures of Article XI.
 - (e) When, in accordance with the terms of Articles VI.4(c) and VI.4.(d), a position is filled by a currently serving member of the Executive Committee, the vacancy thus created will be filled immediately by election according to procedures set out in Article XI.
 - (f) Elections held in accordance with Article X.1 shall be required only when the prolonged or permanent absence or the resignation of the Executive member occurs before January 1.
5. Decisions of the Executive Committee shall require the consent of at least four of its members.
6. A quorum of the Executive Committee shall be four Officers. If the quorum of the Executive Committee cannot be assembled due to absence from the University or because of illness, and important business has to be decided, the President or his/her deputy shall have the power to recruit from the general membership a sufficient number of members to constitute a quorum.

Article VII (Grenfell Campus Chapter of the Association)

1. Members of the Association at the Grenfell Campus in Corner Brook shall compose the Grenfell Campus Chapter of the Association.
2. The purpose of the Grenfell Campus Chapter of the Association is to provide a forum for the discussion of matters relating to fulfilling the purposes of the Association at Grenfell Campus.
3. Members of the Grenfell Campus Chapter of the Association enjoy the full rights and privileges of membership in the Association.
4. The members of the Grenfell Campus Chapter of the Association shall elect, at an annual meeting to be held before the April general meeting of the Association, a Chairperson and a Vice-Chairperson.
5. The Chairperson of the Grenfell Campus Chapter of the Association shall be the representative from Grenfell Campus as referred to in Article V.I.
6. Notwithstanding VII.5 above, the Chairperson may, from time to time, designate the Vice-Chairperson to serve as the representative from Grenfell Campus at meetings of the Executive Committee of the Association.
7. A decision of the Executive Committee that *only* affects members of the Association at Grenfell Campus shall take effect when it is ratified by a majority of members at a meeting of the Grenfell Campus Chapter of the Association at which at least 40% of the members of the Grenfell Campus Chapter of the Association are present.

The Executive shall determine which matters are subject to this section, subject to appeal to the General Meeting.

Article VIII (General Meetings)

1. The Association shall hold a regular general meeting in October and April of each year, and special general meetings at such other times as the Executive Committee may determine. The Secretary, or in the Secretary's absence a deputy designated by the Executive, shall arrange a special general meeting of the Association at the call of twenty-five (25) of the members.
2. A quorum of any general meeting shall be twenty-five members.
3. Each member of the Association is entitled to one vote in general meetings.
4. The conduct of the meeting shall follow Roberts' Rules of Order, Revised, in the latest edition.

Article IX (Amendments)

Amendments to the Constitution shall require the approval of a two-thirds majority of those present and voting at any general or special meeting. Notice of motion concerning any proposed

amendment shall be circulated to members at least ten days before the amendment is placed before the meeting. Such motions may be amended at the meeting at which they are being discussed.

Article X (Nominations and Elections Procedures - Regularly Scheduled Elections)

1. The election of the Executive in 1993 and beyond shall be by secret ballot voting. For offices of Member-at-Large the six candidates receiving the largest number of votes shall be elected, and for the other offices, election shall be by a plurality of the votes cast. The elections shall be conducted by a Nominating and Balloting Committee with Terms of Reference approved by a General Meeting.

Article XI (Nominations and Elections Procedures - Special Elections)

1. In the event that an election is required under Article VI to replace a member of the Executive, the Nominating and Balloting Committee shall conduct the election of a replacement as specified in the Terms of Reference for the Committee, following the procedures for regularly scheduled elections mutatis mutandis.
2. The person so elected shall complete the term of office for the vacated position.

Article XII (Dissolution of the Association)

Upon the winding up or other dissolution of the Association, the income and property of the Association shall be transferred to another organization having similar objectives to those of this Association as set out in the Constitution and no part thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit or share of assets or income to members of the Association.

Article XIII (Legal Support Fund)

- (a) There shall be a Legal Support Fund.
- (b) Subject to clauses (h), (i), (j), (k), and (l) of this Article, monies allocated to this fund, and any income generated by it, shall be used only for the purpose of enabling the Association to provide legal advice and representation to its members.
- (c) The fund may be used to defray all or part of the costs arising from disputes with the corporate entity of Memorial University of Newfoundland, or with the Government of Newfoundland and Labrador, or the Government of Canada. The costs which may be defrayed by the fund include those associated with:
 - (i) arbitration
 - (ii) any court case involving loss of employment
 - (iii) any court case involving allegedly unfair discrimination
 - (iv) other serious cases involving alleged unfairness or illegality in connection with the professional activities of members.

- (d) Payments out of the fund may be made by authority of the Executive and shall be limited in a calendar year to an amount equal to the income generated by the fund in the previous calendar year. The term "income" shall be deemed to include growth in capital value plus revenue. In addition, the Executive may make further payments to a maximum of 10% of the capital value of the fund at the end of the previous calendar year, providing that a motion to that effect has been passed at a special general meeting of the membership called in accordance with the MUNFA Constitution, or at a regular general meeting, if at least ten calendar days notice of the motion has been given.
- (e) Additions to the fund shall be derived from the general revenues of the Association and from undisbursed income.
- (f) Additions to the fund shall be made until it reaches a total amount equivalent to \$150,000.00 in 1983 dollars adjusted annually on the basis of the Consumer Price Index for St. John's for January of each year with the January 1983 Consumer Price Index as the base.
- (g) There shall be an Investment Advisory Committee of the Legal Support Fund to advise the MUNFA Executive regarding the investment activity of the fund. This committee shall consist of the Treasurer and Secretary of MUNFA as well as three members of the Association not members of the Executive. The three non-Executive members shall be appointed by the Executive for staggered three-year renewable terms.
- (h) Any amount generated by the fund in excess of the total expressed in clause (f) shall be added to the general revenues of the Association, if it is not disbursed in accordance with this Article the following calendar year.
- (i) The fund may be wound up only by a resolution passed by a two-thirds majority of the members present at each of two general meetings held in accordance with the Association's Constitution not less than twelve months nor more than eighteen months apart.
- (j) If the Association wishes to have the fund wound up in accordance with clause (i), the entire amount remaining in the fund shall be paid over to the Civil Liberties Defence Fund (or its successor) of the Canadian Association of University Teachers.
- (k) If the Association is to be disbanded and has a successor named by the Association or if another Association, organization, trade union or body corporate is designated as the successor to MUNFA for the purposes of the fund by a two-thirds majority of the members present at a general meeting called in accordance with this Constitution with ten days notice of such motion, then the fund shall be transferred to such successor provided that such successor shall have adopted as binding on it, the provisions of this Article of the Constitution with only such changes as may be required to give effect to this Article and its intent.
- (l) If the Association is disbanded and there is no successor to MUNFA meeting the conditions set out in clause (k) of this Article, the entire amount of the fund shall be paid over to the Civil Liberties Defence Fund (or its successor) of the Canadian Association of University Teachers.
- (m) A semi-annual report shall be prepared for the MUNFA membership by the Treasurer,

such report to include:

- (i) a detailed list of investments held including the number of holdings, purchase price, and current market prices
- (ii) a detailed list of all investment purchases and sales during preceding six months
- (iii) a detailed list of the amount and source of all income paid into or earned by the fund, and
- (iv) a detailed list of all expenditures from the fund.

The report shall be available to any member of MUNFA upon request.

- (n) Clauses (a), (b), (f), (h), (i), (j), (k), (l), (m), and (n) shall be irrevocable; the remaining clauses may be changed only by a resolution passed at each of two general meetings held in accordance with the Association's Constitution not less than twelve months nor more than eighteen months apart and in accordance with the voting provisions of clause (i).
- (o) Access to the support of the Legal Support Fund by individuals shall be limited to persons:
 - (i) who are members of a MUNFA bargaining unit; or
 - (ii) who, if not members of a MUNFA bargaining unit, have been members of MUNFA since their date of initial appointment or for at least six months prior to the date their case arose.

Article XIV (Collective Bargaining)

1. Members of the Association who are not members of the MUNFA Bargaining Unit, as defined by the Newfoundland Labour Relations Board, or by agreement between the Association and the University Administration, shall not participate in votes related to negotiation or ratification of collective agreements affecting that bargaining unit nor participate in votes related to strike or job action affecting that bargaining unit.
2. Ratification of Collective Agreements and Authorization of Strike or Other Job Action
 - (a) Members of the affected MUNFA bargaining unit shall vote by secret ballot to ratify a collective agreement or to authorize the Executive to undertake strike or other job action. A majority of those voting shall decide the question. A minimum of six hours shall be allowed for voting. In addition, where possible and appropriate, the Nominating and Balloting Committee at the direction of the Executive shall make alternative voting arrangements in order not to disenfranchise those unable to vote at the designated times. Ballots for all locations and by all methods shall be mixed so that only the University-wide result is known.
 - (b) A collective agreement or any changes in a collective agreement, which have been negotiated by the Negotiating Committee shall be circulated by the Executive to all members of the affected bargaining unit prior to a ratification vote.
 - (c) Prior to holding the formal vote in 2(a), a Special General Meeting shall be held

(with Grenfell Campus Members participating by teleconference or equivalent) at which bargaining unit members will be permitted to speak. Any recommendation that the Executive intends to make to the Membership concerning the formal vote shall be discussed at the meeting, but no vote of approval or ratification shall be taken at the meeting.

Article XV (MUNFA Strike Fund)

- a) There shall be a MUNFA Strike Fund.
- b) Subject to Clauses (h), (i), and (j) of this Article, monies allocated to the MUNFA Strike Fund, and any income generated by it, shall be used only for the following purposes:
 1. to provide strike pay to MUNFA Bargaining Unit Members who are on strike or who have been locked out and who are deemed to be eligible for strike pay according to Clause (c) of this Article;
 2. once dues check off is terminated as a result of strike or lockout, to provide funds to pay administrative and operational expenses of the Association in preparing for and engaging in a strike by MUNFA Bargaining Unit Members, or a lockout affecting such Members;
 3. to provide funds for legal and lobbying activities associated with legislation of the Government of Newfoundland and Labrador which would have the effect of banning or interrupting a strike by MUNFA Bargaining Unit Members; and
 4. to satisfy extraordinary obligations to the CAUT Defence Fund set out in the corporate by-law of that Fund.
- c) The MUNFA Executive Committee is authorized to determine procedures and criteria for the disbursement for the purpose indicated in Clause (b)(1) of this Article of monies in the MUNFA Strike Fund, and to determine criteria determining the eligibility of MUNFA Bargaining Unit Members for strike pay. The Executive Committee may establish a committee to distribute strike pay from the MUNFA Strike Fund and the CAUT Defence Fund and to determine the specific MUNFA Bargaining Unit Members who satisfy the criteria for receiving strike pay. Decisions of the committee are subject to appeal to the MUNFA Executive Committee.
- d) The MUNFA Executive Committee shall determine the amount of monies to be expended under Clauses (b)(2) and (b)(3) of this Article.
- e) The MUNFA Executive Committee shall pay all special assessments of the CAUT Defence Fund levied pursuant to MUNFA's membership in the CAUT Defence Fund.
- f) Additions to the MUNFA Strike Fund shall be derived from the general revenue of the Association and from undisbursed income. Investments of the MUNFA Strike Fund shall be segregated from other assets of the Association.
- g) The Investment Advisory Committee of the Legal Support Fund established by Clause XIII(g) of this Constitution shall advise the MUNFA Executive Committee regarding the

- investment activity of the MUNFA Strike Fund.
- h) An annual report shall be prepared for the MUNFA membership by the Treasurer, such report to include, but not be limited to, the following:
1. detailed list of investments held including the number of holdings, the purchase price, the current market price, and all investment purchases and sales, and any associated costs, since the previous annual report;
 2. a detailed list of the amount and source of all income paid into or earned by the MUNFA Strike Fund; and
 3. a detailed list of all expenditures from the MUNFA Strike Fund including names of recipients, amounts received, and dates of payment.

The report shall be available to any member of MUNFA upon request.

- i) If the Association is to be disbanded and has a successor named by the Association or if another Association, organization, trade union, or body corporate is designated as the successor to MUNFA for the purposes of the MUNFA Strike Fund by a two-thirds majority of the members present at a general meeting called in accordance with the Constitution with ten days notice of such motion, then the MUNFA Strike Fund shall be transferred to such successor provided that such successor shall have adopted as binding on it, the provisions of this Article of the Constitution with only such changes as may be required to give effect to this Article and its intent.
- j) If the Association is disbanded and there is no successor to the Association meeting the conditions set out in Clause (i) of this Article, then the entire amount in the MUNFA Strike Fund shall be paid over to the CAUT Defence Fund or its successor.
- k) Each of the clauses of this Article, including this clause, may be changed only by a resolution passed by a two-thirds majority of the MUNFA Bargaining Unit Members present at each of two general meetings held in accordance with the Association's Constitution not less than twenty months nor more than twenty-four months apart, both meetings to be held between September and April, as long as notice of the necessary motion is circulated to MUNFA Bargaining Unit Members at least ten days before the motion is placed before the meeting.
- l) If the MUNFA Bargaining Unit is decertified and there is no successor meeting the conditions set out in Clause (i) of this Article, then subsequent decisions concerning the MUNFA Strike Fund, in accordance with Clause (k) of this Article, shall be taken by members of MUNFA, rather than by members of the no longer extant MUNFA Bargaining Unit.

Article XVI (Indemnification of Officers and Members of Standing Committees)

The Association shall indemnify an Officer or a member of a Standing Committee, a former Officer or a former member of a Standing Committee, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that involvement with the Association, where that

individual acted honestly and in good faith with a view to the best interests of the Association, and in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that individual had reasonable grounds for believing that his or her conduct was lawful.

DRAFT

MUNFA General Meeting April 28, 2015 @ 11:00 a.m. Room IIC-2001

Dr. George Jenner (MUNFA President) chaired the General Meeting. Grenfell College participated by teleconference.

1. Approval of Agenda

(G15:001) MOVED (J. Church/N. Bishop) that the Agenda be accepted as amended.

Motion Carried

2. President's Report

Dr. Jenner noted that MUNFA is in the process of upgrading its web site and plan, in the fall, to include Face book and Twitter.

MUNFA and CAUT hosted a communications workshop in St. John's on April 7, 2015. CAUT presented a half-day communications workshop to members of the MUNFA Executive and the Grievance Committee. A half-day workshop was also held that was open to MUNFA members.

An ongoing issue that the Executive has been dealing with is Cooperative Education since it is no longer an individual unit.

The Researcher Participation Agreement (RPA) is the subject of an Association Grievance. The Association contends that the university's requirement that Academic Staff Members (ASMs) must sign a RPA before research funds are released to an ASM is a violation of the Collective Agreement. It is MUNFA's position that this requirement is an unreasonable rule or policy of the university.

Items on the agenda of the Joint Association University Relations Committee (JAURC) include standardizing of information sent to Promotion & Tenure referees, DELTs and copyright, Bio safety management committee and salary based research grants.

The membership were earlier informed that MUNFA is undertaking a review of cases heard by AF&G with a view to determining whether there are patterns with regards to differences based on gender, ethnic or racial background, or other personal characteristics. This review is ongoing.

3. Treasurer's Report

A) The Interim Financial Statement for 2014-2015 and Proposed Budget for 2015-2016 was distributed to the membership (IB 2014/15:25). The Treasurer Elect, Erin Alcock (QEII), moved the following motion regarding 2015-2016 membership dues.

- (G15:002) MOVED (E. Alcock/B. Kavanagh):
MUNFA members in the bargaining unit shall pay membership fees by payroll deduction at a rate of 8.5 mils (0.85%) of annual salary before any voluntary salary reductions for the purposes of using part of salary as a research grant. This shall include a \$2 MUNFA Strike Fund Levy contribution to the MUNFA Strike Fund. MUNFA members who are excluded from the bargaining unit because of their status as clinical faculty or as administrators, shall pay membership fees at the mil rate based on the median salary for their rank among all other members of the bargaining unit, minus CAUT Defence Fund dues.
MUNFA members who are Laboratory Instructors shall pay a membership fee of \$115.00 per year.
MUNFA members who are excluded from the bargaining unit because of their status as part-time or sessional instructors, shall pay membership fees at the mill rate of 8.5 mils (0.85%), minus CAUT Defence Fund dues.

MOTION CARRIED

4. **Approval of General Meeting Minutes of October 29, 2014**

- (G15:003) MOVED (J. Church/E. Alcock) that the General Meeting minutes of October 29, 2014 be accepted. Motion Carried

5. **Matters Arising from General Meeting Minutes of October 29, 2014**

There were no matters arising.

6. **Triennial Review Report of St. John's Academic Freedom & Grievance Committee**

The report of the Triennial Committee of the St. John's AF&G was circulated to the membership. Dr. Jenner thanked the Triennial Committee members (A. Balsara-Chair, N. Roy and E. Yeoman) for their work. The Executive has received the report, will consider its recommendations and report back to the membership on implementation of the recommendations.

7. **Notice of Motions (from MUNFA Executive)**

- A) **MUNFA Constitution**: A draft Constitution was circulated to the membership.

- (G15:004) MOVED (J. Church/N. Bishop) that the MUNFA membership accept the MUNFA Constitution as amended. Motion Carried

- B) **Terms of Reference – St. John's AF&G Committee**: A draft Terms of Reference was circulated to the membership.

(G15:005) MOVED (J. Church/C. Dennis) that the MUNFA membership accept the Terms of Reference, as amended, of the St. John's AF&G Committee. Motion Carried

C) Terms of Reference–Grenfell AF&G Committee: A draft Terms of Reference for the Grenfell AF&G was circulated to the membership.

(G15:006) MOVED (J. Church/L. Rolland) that the MUNFA membership accept the Terms of Reference, as amended, of the Grenfell AF&G Committee. Motion Carried

8. Notice of Motion re: Divesting of Fossil Fuel Investments

The MUNFA Executive received a proposed motion from Divest MUN. The Executive did not accept nor reject the motion. The proposed motion, included with correspondence of January 26, 2015, was circulated to the membership.

(G15:007) MOVED (G. Curtis/R. Whitaker) That MUNFA support Divest MUN in their effort to encourage fossil fuel divestment of Memorial University's endowment and investment funds, and further that MUNFA call on its representatives on the University Pension Committee of Memorial to explore similar measures with respect to Memorial's pension funds. Further that MUNFA also begin a process of exploring divesting from any fossil-fuel investments it has in its own funds/portfolios.
Motion Carried

9. Collective Agreement Administration

A) Report of the St. John's Academic Freedom & Grievance (AF&G) Committee: Dr. Basil Kavanagh (Chair) gave a verbal report. During the period of October 8, 2014 to April 10, 2015, eight (8) Individual and seven (7) Association grievances were filed. The Individual grievances concern PhD supervision in the interdisciplinary program, PDTER, course registration for graduate course, teaching assignment, marking assistance, IP: academic Freedom and denial to vote on spousal appointment. Association grievances concern the RPA, respectful workplace investigation, Grenfell Computing & Communications, Grenfell term appointments, MITACS Grant, DELT/Copyright, and search procedures in Cooperative Education. The AF&G Committee also dealt with 49 queries from the membership. During this period seven (7) Individual and six (6) Association grievances were resolved and/or closed. Three grievances were referred to arbitration.

B) Report of the Grenfell Campus AF&G Committee: The written report of Adam Beardsworth (Chair) was circulated. Dr. Gerard Curtis, on behalf of the Chair, summarized the report. There are currently five (5) active grievances at Grenfell. Two are Individual grievances relating to the absence of remuneration for graduate co-supervisors. There are three (3) Association grievances: two concerning the change of grades and one regarding services of

Computing & Communications. One individual grievance was resolved which will have a positive impact for term appointees at Grenfell. The Grenfell AF&G has begun an investigation into a series of complaints about systemic discrimination at Grenfell. MUNFA Executive Officer Kelly Hickey visited Grenfell and met with seven ASMs.

10. **MUNFA Committee Reports**

- A) **MUNFA Benefits Committee Report:** The report of the MUNFA Benefits Committee was distributed to the membership. Dr. J. Snook (Chair) presented the report.
- B) **Joint Equity Committee:** MUNFA membership received an annual report from Tina Hickey, Employment Equity Officer / Joint Equity Committee.

11. **Adjournment**

(E15:008) MOVED (J. Church/N. Bishop) that the General Meeting adjourn.

Motion Carried

Dr. George Jenner
President, MUNFA

Date

Sexual Harassment Board Report for MUNFA General Meeting

October 27, 2015

The Sexual Harassment Office has added two new employees since our last Report. Rhonda Shortall has been named as the new Sexual Harassment Advisor and the position of Associate Sexual Harassment Advisor has been filled by Ms. Jennifer Spracklin. Mr. Robert Kelly, MUNFA representative, was elected as Chair of the Sexual Harassment Board in May, 2015.

The Board is currently involved in a number of important initiatives. There is an ongoing review of the Sexual Harassment Policy and the University-wide Procedures for Sexual Harassment Concerns and Complaints. The Board is exploring ways to increase attendance and participation levels of appointed representatives, including using technology to facilitate participation in Board meetings and having Board members participate in the educational sessions being provided to various stakeholders. The Office website is currently under review and plans are underway for significant updating within the coming months. The Board has also struck a strategic planning committee to better identify evolving demands which may be placed on the Sexual Harassment Office.

The Office maintains an ongoing educational program for all members of the Memorial community. Materials used in these campaigns are being rebranded and disseminated more widely throughout the campus. This will incur additional costs and the Office has requested extra funding to meet the growing demand for educational and promotional material related to raising awareness about sexual harassment and the available support services.

The Sexual Harassment Advisor is also working on achieving an enhanced presence at the Grenfell campus through scheduled visits.

Submitted by Robert Kelly
MUNFA Representative
Sexual Harassment Board

MUNFA SCHOLARSHIP TRUST FUND



*Please complete this form and return to the
MUNFA Scholarship Committee, c/o MUNFA Office Room ER4047.*

NAME: _____
(Please Print)

ADDRESS: _____

I hereby authorize a Contribution Increase Of My Present Contribution, to the
MUNFA Scholarship Trust Fund

AMOUNT: \$ _____

Method of Payment (check one):

Cheque:

Payroll Deduction Per Pay Period:

(Make payable to: MUNFA Scholarship Trust Fund)

Date: _____

Signature: _____