

## ***MUNFA GENERAL MEETING***

**TO:** All MUNFA Members  
**FROM:** The MUNFA Executive Committee  
**DATE:** October 3, 2017  
**SUBJECT:** **MUNFA GENERAL MEETING  
WEDNESDAY, OCTOBER 25, 2017  
NOTICE OF MOTIONS (ATTACHED)**

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A General Meeting of MUNFA will be held on:

**WEDNESDAY, OCTOBER 25, 2017**

**AT 7:30 P.M.**

**IN**

**ROOM EN-2006, ENGINEERING BUILDING (ST. JOHN'S CAMPUS)**

**ROOM AS-275 (GRENFELL CAMPUS)**

MUNFA members at Grenfell Campus (GC) will be participating in the meeting through video conference or teleconference.

**Attached Notice of Motions:**

- 1) MUNFA Constitution
- 2) MUNFA Nominating & Balloting Committee Terms of Reference

An Agenda and documents for the meeting will follow.

***A WINE AND CHEESE RECEPTION WILL FOLLOW THE MEETING.***

**NOTICE OF MOTIONS (from the MUNFA Executive Committee)**

**General Meeting of October 25, 2017**

**AGENDA ITEM 5(A)**

TO BE MOVED that the MUNFA Constitution be accepted as amended.

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**AGENDA ITEM 5(B)**

TO BE MOVED that the Terms of Reference of the MUNFA Nominating & Balloting Committee be accepted as amended.

## MEMORIAL UNIVERSITY OF NEWFOUNDLAND FACULTY ASSOCIATION CONSTITUTION

(This copy of the Constitution contains amendments approved by General Meetings up to and including that of October 27, 2015.)

### **Article I**      **NAME**

Memorial University of Newfoundland Faculty Association (MUNFA).

### **Article II**      **PURPOSE**

The purpose of the Association is:

- to promote the academic freedom and professional interests of its members, the social-economic and general welfare of its academic staff and the welfare of the University as an institution of higher learning;
- 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 ~~within the Province of Newfoundland and Labrador~~; 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.

Further, the Association shall promote the defence and extension of the civil rights and liberties of academic staff and the preservation and advancement of free democratic trade unionism.

### **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 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, any Vice-President, any Associate or Assistant Vice-President;
  - (b) Any Dean, Associate Dean, Assistant Dean, Vice-Dean, the University Registrar, Department Heads, the University Librarian, or the Associate University Librarian;
  - (c) Clinical Associates; and,
  - (d) Directors (or equivalent) of a non-academic departments (where an academic department is defined as one engaged primarily in teaching and/or research).

~~Deputies to the~~ individuals referred to in Clauses IV.1(a), (b) and (d) (~~e.g. those with titles~~ assistant, associate, vice, or head, in their title, ~~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. (Moved from footnote.)

2. A person shall be considered a member of MUNFA:
  - (a) if they are a member of a MUNFA bargaining unit, unless they have written to the Secretary of MUNFA stating their wish not to be a member of the Association; or
  - (b) if they are not a member of the bargaining unit, from one month after they have authorized the Director of Human Resources to deduct MUNFA fees from salary payments for as long as they continue this authorization; or,
  - (c) if they are not a member of a MUNFA bargaining unit and they have 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.

3. 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 (10) working 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.
4. Individuals who are members of MUNFA at the time they retire and former MUNFA members who retire from Administrative positions at Memorial University shall be eligible for Retired Membership in MUNFA upon payment of a nominal five dollar annual membership fee, as set by Executive. Retired members enjoy all the rights of other non-bargaining unit members, including voting at General Meetings and holding office.
5. All members of MUNFA, except Retired members, are also members of the CAUT.
6. Interpretation of the regulations for eligibility for membership in MUNFA shall be made by the Executive Committee, subject to review by the General Meeting.

## **Article V      OFFICERS**

1. The Officers of the Association and their respective terms are:
  - (a) President & CAUT Council Delegate – 1 year;
  - (b) Past President – 1 year;
  - (c) Vice-President External & President Elect – 1 year;
  - (d) Vice-President Internal – 2 years;
  - (e) Secretary – 2 years;
  - (f) Treasurer – 2 years;
  - (g) Member at Large, Grenfell Campus – 2 years;
  - (h) Member at Large, Term-appointed ASM – 1 year, to be elected in Fall semester;
  - (i) 2 Members at Large – 2 years; and,
  - (j) 3 Members at Large – 1 year.

~~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. New Officers shall take office beginning September 1 each year.
3. All elected Officers are eligible for immediate re-election to the same office. Individuals are limited to two (2) consecutive terms in any one position. Individuals can be re-elected to a position they held for two consecutive terms after an absence, of at least one academic year, from that position.
4. All Officers must be members of the Association.
5. In the case of the prolonged or permanent absence, or the resignation, of Officers, they shall be replaced according to the following: [Moved from Article VI.4]
  - (a) President shall be replaced by the Vice-President External;
  - (b) Past President shall be replaced by a member elected from the previous Executive Committee, where possible, by the current Executive Committee; , 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.
  - (c) Vice-President (External or Internal) shall be replaced by a corresponding Acting Vice-President elected by and from the current Executive Committee who shall serve until a new Vice-President can be elected in accordance with the procedures of Article X; , 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) Grenfell and Term-appointed Members At Large, shall be elected according to the procedures of Article X;
  - (e) When two (2) or more of the other Officers are absent or resign they shall be elected according to the procedures of Article X; 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.
  - (f) Elections held in accordance with Article X shall be required only when the prolonged or permanent absence, or the resignation of the Executive member, occurs before January 1 or results in an Executive Committee with two vacancies.
  - (g) 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.

**Article VI EXECUTIVE COMMITTEE**

1. The Executive Committee shall consist of the Officers and the Officers Elect of the Association.
2. The Executive Committee of the Association shall be responsible for carrying out the policies and purposes of the Association.
3. Officers Elect of the Association shall be non-voting.
4. New Executive Committee members shall take office on September 1 each year. [Moved from Article V.2]
5. A quorum of the Executive Committee shall be six (6) ~~four~~ Officers plus the Chair.
6. Unless otherwise stipulated, decisions of the Executive Committee shall normally require a majority vote. In the event of a tie the Chair may cast the deciding vote. ~~the consent of at least four of its members.~~
7. Pressing or urgent matters requiring a decision of the Executive Committee when a quorum cannot be assembled can be decided by email voting. ~~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.
2. The Secretary, or in the Secretary's absence a deputy designated by the Executive, shall arrange an extraordinary ~~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. In the event of a tie, the Chair may cast the deciding vote.
4. The conduct of the meeting shall follow Roberts' Rules of Order, revised, in the latest edition.

#### **Article VIII 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 (10) working days before the amendment is placed before the meeting. Such motions may be amended at the meeting at which they are being discussed.

#### **Article IX 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 for the number of positions available (normally three (3) every second year and five (5) in alternate years) 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

1. ~~(a)~~ There shall be a Legal Support Fund.
2. ~~(e)~~ 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 the Secretary of MUNFA as well as three members of the Association, with financial expertise, who are not members of the Executive. The three non-Executive members shall be appointed by the Executive for staggered ~~three-year~~ renewable terms of a maximum of three years each. [Moved from ~~(g)~~]
3. ~~(b)~~ Subject to clauses 8, 9, 10, 11, and 12, ~~(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.
4. ~~(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:
  - (a) ~~(i)~~ arbitration;
  - (b) ~~(ii)~~ any court case involving loss of employment;
  - (c) ~~(iii)~~ any court case involving allegedly unfair discrimination;
  - (d) ~~(iv)~~ other serious cases involving alleged unfairness or illegality in connection with the professional activities of members; or,
  - (e) any dispute arising from an ASM's employment at the University that is deemed appropriate by a majority of the Executive.
5. ~~(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 ~~(10) working calendar~~ days notice of the motion has been given.



6. ~~(e)~~ Additions to the fund shall be derived from the general revenues of the Association and from undisbursed income.
7. ~~(f)~~ Additions to the fund shall be made until it reaches a total amount equivalent to ~~\$150,000.00~~ \$320,000.00 in 2017 ~~1983~~ dollars adjusted annually on the basis of the Consumer Price Index for St. John's for January of each year with the January 2017 ~~1983~~ Consumer Price Index as the base.
8. ~~(h)~~ Any amount generated by the fund in excess of the total expressed in Clause 7 ~~(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.
9. ~~(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.
10. ~~(j)~~ If the Association wishes to have the fund wound up in accordance with Clause 9 ~~(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.
11. ~~(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 (10) working 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.
12. ~~(l)~~ If the Association is disbanded and there is no successor to MUNFA meeting the conditions set out in Clause 11 ~~(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.
13. ~~(m)~~ A semi-annual report shall be prepared for the MUNFA membership by the Treasurer, ~~such this~~ report ~~will to~~ include:
- (a) ~~(i)~~ a detailed list of investments held including the number of holdings, purchase price, and current market prices
  - (b) ~~(ii)~~ a detailed list of all investment purchases and sales during preceding six months
  - (c) ~~(iii)~~ a detailed list of the amount and source of all income paid into or earned by the fund, and
  - (d) ~~(iv)~~ a detailed list of all expenditures from the fund.
- The report shall be available to any member of MUNFA upon request. ~~The report shall not contain any personal identifiers.~~
14. ~~(n)~~ Clauses 1, 2, 7, 8, 9, 10, 11, 12, 13, and 14, ~~(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 9 (i).

15. ~~(e)~~ 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 XIII** 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 XIV** MUNFA STRIKE FUND

1. ~~a)~~ There shall be a MUNFA Strike Fund.
2. The Investment Advisory Committee of the Legal Support Fund established in Article XII.2 shall also manage the MUNFA Strike Fund.
3. ~~b)~~ Subject to Clauses 9, 10, and 11, ~~(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:

- (a) ~~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 ~~4 (e)~~ of this Article;
  - (b) ~~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;
  - (c) ~~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 or impugning the reputation of MUNFA; and
  - (d) ~~4-~~ to satisfy extraordinary obligations to the CAUT Defence Fund set out in the corporate by-law of that Fund.
4. ~~e)~~ The MUNFA Executive Committee is authorized to determine procedures and criteria for the disbursement for the purpose indicated in Clause ~~3(a) (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.
  5. ~~f)~~ The MUNFA Executive Committee shall determine the amount of monies to be expended under Clauses ~~3(b) and 3(c) (3)(2) and (b)(3)~~ of this Article.
  6. ~~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.
  7. ~~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.
  8. ~~g)~~ The Investment Advisory Committee of the Legal Support Fund established by ~~Article XII~~ Clause ~~2 XIII(g)~~ of this Constitution shall advise the MUNFA Executive Committee regarding the investment activity of the MUNFA Strike Fund.
  9. ~~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:
    - (a) ~~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;
    - (b) ~~2-~~ a detailed list of the amount and source of all income paid into or earned by the MUNFA Strike Fund; and

- (c) ~~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.

10. ~~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 (10) working 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.
11. ~~j)~~ If the Association is disbanded and there is no successor to the Association meeting the conditions set out in Clause 10 (~~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.
12. ~~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 twelve ~~twenty~~ months nor more than eighteen ~~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.~~
13. ~~l)~~ If the MUNFA Bargaining Unit is decertified and there is no successor meeting the conditions set out in Clause 10 (~~i)~~ of this Article, then subsequent decisions concerning the MUNFA Strike Fund, in accordance with Clause 12 (~~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**

### **NOMINATING AND BALLOTING COMMITTEE** **Terms of Reference**

*As amended at the General Meeting of October 22, 1992; October XX, 2017*

#### **I. GENERAL**

1. The Nominating and Balloting Committee shall be composed of the Secretary, one other Officer appointed by the Executive, and four members of the Association who are not members of the Executive Committee. These four members shall be elected during the regularly scheduled election and shall normally serve from ~~September 1 the date of the October regular General Meeting to August 31 of the following year, the date of the next October regular General Meeting.~~ One of the members who is not an ~~o~~Officer shall be elected as Chairperson by the Committee.
2. The Nominating and Balloting Committee shall be responsible for conducting all regularly scheduled and special elections of ~~o~~Officers, all balloting related to collective bargaining, and such other election, balloting or voting procedures as the Executive Committee or the General Meeting may assign.

#### **II. ELECTION PROCEDURES: REGULARLY SCHEDULED ELECTIONS**

- ~~3. 1.~~ Before February 1 in each year ~~the Nominating and Balloting Committee shall solicit nominations from all members of the Association for all positions which are open to election.~~ The Nominating and Balloting Committee may make nominations, but is obliged to do so in any case where nominations for a position (including the full number of Member-at-large positions) are not received from Members.
4. 2. Nominations shall be signed by the proposer and seconder and shall include the written consent of the nominee to stand for office. All nominees, proposers, and seconders must be members of MUNFA. Late nominations will be accepted in principle by telephone by the Secretary of MUNFA or the Chairperson of the Committee.
  - i. Written confirmation must be received within twenty-four (24) hours of the close of nominations.
  - ii. The closing date of nominations shall not fall on a Friday or on a holiday.
7. 3. ~~Within seven days after the closing date for the receipt of nominations the~~ The Nominating and Balloting Committee shall circulate to all MUNFA members a list of candidates. The list shall show for each office the names of candidates, their rank and department, and, at the option of the candidate, ~~shall be accompanied by~~ a statements of not more than 150 words which candidates may wish to have circulated.
  - i. Such statements must be received at the MUNFA office not later than twenty-four (24) hours of the close of nominations.

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8. 4. For contested elections, the list of candidates accompanied by ballot papers, envelopes and instructions for voting shall be mailed to each member of MUNFA. Members are directed to seal their ballots in an envelope marked Ballot. This envelope is to be returned to the MUNFA office in an outer envelope on which the member has written his/her name and employee number. After verification ~~on~~ of the eligibility of each voter, ballots shall be removed from the outer envelope and retained in the sealed envelope in a secure place until counting takes place.
- i. The instruction sheet shall designate the deadline date for receipt of ballots ~~which shall be fourteen (14)~~ as ten (10) working days after mail out.
  - ii. ~~Counting shall take place the day following the specified deadline date.~~ Ballots received after the deadline shall not be counted.
5. Candidates shall be notified of the date, time and place for counting so that they may have scrutineers present.
10. 6. For the offices of the President, Vice-President External, Vice-President Internal, Secretary, Grenfell Campus Representative, Treasurer and CAUT Council Delegate Term-appointed Faculty Representative, the candidate receiving the ~~largest~~ highest number of votes cast shall be elected.
- i. In the event of a tie the election shall be decided by drawing lots.
11. 7. ~~Each~~ For the Member-at-Large positions, each MUNFA member may vote for ~~no more than six~~ the number of candidates that are on the slate for that election year ~~Member-at-large~~. The ~~six~~ candidates receiving the ~~largest~~ highest number of votes for the available positions shall be elected.
- i. In the event of a tie for ~~sixth place the election~~ the candidates receiving the lowest number of ~~the sixth~~ votes for one (1) position, the election of this Member-at-large position shall be determined by drawing lots.
12. 8. The number of votes received by each candidate, and the name of the candidate elected to each office shall be declared to MUNFA members by the Nominating and Balloting Committee within four (4) working days of ~~balloting~~ ballots being counted.
13. 9. ~~Thirty~~ Twenty (20) working days following notification to members of the election results, the Committee shall destroy all ballots unless there is a challenge to the announced result.
- i. If there is a challenge, all ballots shall be destroyed ~~thirty~~ twenty (20) working days following resolution of the challenge.
5. ~~Nominations shall be forwarded to the Secretary within twenty one (21) days of the call for nominations. The closing date of nominations shall not fall on a Friday or on a holiday. The Secretary shall notify the Membership of all nominations received within fourteen (14) days, with a further call for additional nominations. Upon request, nominations shall be disclosed by the Committee. Moved to Section II~~
6. ~~An individual may be nominated for only one position. Moved to Section II~~

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9. ~~The list of eligible voters indicating those from whom ballots have been received may be viewed by members at any time during the vote.~~

### **III. ELECTION PROCEDURES – ALL OFFICERS EXCEPT TERM-APPOINTED FACULTY REPRESENTATIVE**

1. Before February 1 of each year, the Nominating and Balloting Committee shall solicit nominations from all members of the Association for all positions which are open to election, with the exception of the At Large Term-appointed ASM. The election for this position shall occur in September each year (see section III).
2. Nominations shall be forwarded to the Secretary within fifteen (15) working days of the call for nominations
3. The Secretary shall notify the Membership of all nominations received within ten (10) working days, with a further call for additional nominations. Nominations shall be disclosed by the Committee.
4. An individual may be nominated for only one position.
5. Within five (5) working days of the closing date for the receipt of nominations, the Nominating and Balloting Committee shall circulate a list of candidates to all MUNFA members.
6. Counting shall take place the day following the specified deadline date.

### **IV. ELECTION PROCEDURES – TERM-APPOINTED FACULTY REPRESENTATIVE:**

1. Before September 15 of each year, the Nominating and Balloting Committee shall solicit nominations from all members of the Association for the At Large Term-appointed ASM.
2. Nominations shall be forwarded to the Secretary within ten (10) working days of the call for nominations.
3. The Secretary shall notify the Membership of all nominations received within five (5) working days, with a further call for additional nominations. Nominations shall be disclosed by the Committee.
4. Within five (5) working days of the closing date for the receipt of nominations, the Nominating and Balloting Committee shall circulate a list of candidates to all MUNFA members.
5. Counting shall take place the day following the specified deadline date.

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## **VI. INTRODUCTION OF STAGGERED TERMS FOR THE EXECUTIVE**

1. In order to introduce staggered terms of office, the following positions will be open for election in future years with the outlined terms:

i. Election for 2018-2019 Executive

President:	1 year
VP External:	1 year
VP Internal:	2 years
Treasurer:	2 years
Secretary:	1 year
Member at Large (Grenfell Campus):	1 year
Member at Large (Term-appointed ASM):	1 year
5 Members at Large:	Four 1 year and one 2 year

ii. Election for 2019-2020

VP External:	1 year
Secretary:	2 years
Member at Large (Grenfell Campus):	2 years
Member at Large (Term-appointed ASM):	1 year
4 Members at Large:	Three 1 year and one 2 year

iii. Election 2020-2021

VP External:	1 year
VP Internal:	2 years
Treasurer:	2 years
Member at Large (Term-appointed ASM):	1 year
4 Members at Large:	Three 1 year and one 2 year

iv. Election 2021-2022

VP External:	1 year
Secretary:	2 year
Member at Large (Grenfell Campus):	2 years
Member at Large (Term-appointed ASM):	1 year
4 Members at Large:	Three 1 year and one 2 year

v. Subsequent Elections

Following the election of the Executive for the 2021-2022 academic year, positions and terms available for election will alternate between those outlined for Election 2020-2021 and Election 2021-2022.