

**FAUST Constitution**

 **CONSTITUTION OF THE FACULTY ASSOCIATION
OF THE UNIVERSITY OF ST. THOMAS**

As revised 19 April 2018

**1. ORGANIZATION**

The name of the Association is the Faculty Association of the University of St. Thomas, hereinafter referred to as FAUST.

**2. INTERPRETATIONS**

In this Constitution hereunder:

(a) “ASSOCIATION” means the Faculty Association of the University of St. Thomas.

(b) “EMPLOYEE” means all academic staff of the Employer other than persons excluded by decisions or certification orders of the New Brunswick Industrial Relations Board or otherwise excluded by Law.

(c) “EMPLOYER” means St. Thomas University.

(d) “FULL-TIME BARGAINING UNIT” means those members covered by the full-time collective agreement.

(e) “PART-TIME BARGAINING UNIT” means those members covered by the part-time collective agreement.

(f) “EXECUTIVE” means the Executive established under and in accordance with the provisions of Articles 6 and 7 hereof.

(g) “MEMBER” means a member in good standing pursuant to the provisions of Article 4.

(h) “UNIVERSITY” means the academic community of St. Thomas.

**3. OBJECTIVES**

The objectives of FAUST are as follows:

3.01. to promote the welfare and professional interests of the Association and its members;

3.02. in accordance with its status as a trade union within the meaning of the Industrial Relations Act, to represent all members of the Full-Time Bargaining Unit and all members of the Part-Time Bargaining Unit of St. Thomas University in collective bargaining in all matters of employer-employee relations;

3.03. to negotiate, obtain and preserve employment conditions such as salary, financial security, and employment for, but not limited to, all members of the bargaining units;

3.04. to monitor and regulate employment relations between members of the Full-Time Bargaining Unit and the Part-Time Bargaining Unit and St. Thomas University and ensure compliance with the collective bargaining agreement;

3.05. to protect academic freedom and tenure;

3.06. to enhance conditions for educational and research activities;

3.07. to work with the Canadian Association of University Teachers, the Federation of New Brunswick Faculty Associations, the National Union of the Canadian Association of University Teachers, and other affiliates in matters of interest to FAUST and its members;

3.08. to deal with any other matters which may be considered in the interest of FAUST.

**4. AFFILIATIONS**

4.01. FAUST is affiliated with the Canadian Association of University Teachers (CAUT).

4.02. FAUST is affiliated with the Federation of New Brunswick Faculty Associations (FNBFA).

4.03. FAUST is affiliated with the National Union of the Canadian Association of University Teachers (NUCAUT).

4.04. FAUST is affiliated with the New Brunswick Federation of Labour (NBFL).

4.05. FAUST is affiliated with the Canadian Labour Congress (CLC).

4.06. FAUST is affiliated with the Fredericton and District Labour Council (FDLC).

4.07. FAUST is affiliated with the United Campus Labour Council.

**5. MEMBERSHIP**

5.01. Membership in the Association shall be open to any employee. Membership shall also be open to any other employees of St. Thomas University whom FAUST may invite to join the Association

5.042. Any faculty member who is eligible for membership but who wishes not to become a member of FAUST may elect, in writing, to be exempted from membership. However, the faculty member shall pay dues as a member of the bargaining unit.

**6. DUES**

6.01 Each member shall pay annual dues in the amount of 1.1 percent of actual salary (excluding stipends for chairs).

6.02. Dues shall be collected in such manner as provided in the terms of the Full-time and Part-time Collective Agreements.

6.03: Constitutional articles pertaining to dues, or alternations thereto, shall come into effect immediately upon approval unless otherwise provided.

6.04. FAUST shall maintain a Reserve of $150,000 for the operation of the Association. In the event that the FAUST reserves drop below $150,000, there shall be a temporary increase in annual dues of 0.3 per cent of actual salary (excluding chair stipends) in addition to dues specified in the FAUST constitution Article 5.01. The rate of dues shall revert to that in Article 5.01 when the Executive determines that the Reserves have been restored to $150,000 for at least six (6) consecutive months.

6.05. Notice of the temporary mil rate increase as per Article 5.04 shall be circulated to the FAUST membership thirty (30) days in advance of the scheduled increase.

6.06. The Association’s Reserve is all monies held in the Association’s bank accounts for the most recent six (6) month period.

6.07. The fiscal year of the Association shall be May 1-April 30.

**7. EXECUTIVE COMMITTEE**

7.01. The Executive Committee shall be comprised of the following offices:

i) President
ii) Vice-President

iii) Treasurer
iv) Past-President
v) Member-at-Large
vi) Member-at-Large

vii) Member-at-Large

Each office, excluding that of Past-President, will carry with it a term of 2 years, beginning May 1 of the year of appointment. Efforts should be made to stagger terms where possible in order to ensure continuity. There shall be a minimum of two (2) members from the Full-time Bargaining Unit and a minimum of two (2) members from the Part-time Bargaining Unit on any given Executive Committee.

7.01.1. The term of Past-President shall be one year. In those years where no Past-President is serving, a third Member-at-Large position will be activated, and will be elected in accordance with the same procedures as the above members of the Executive Committee. The Past-President will be eligible for this position.

7.01.2. The signing officers for the FAUST Executive shall be the President, the Treasurer, and the Professional Officer.

7.01.3. In the event of any officer of the Executive Committee being unable to act, the Executive Committee shall meet and elect a substitute *pro tem*.

7.01.4. Save and except in the case of gross negligence or willful misconduct, the Association shall indemnify and save harmless, every officer and member of the Executive Committee of the Association as well as any other person who has undertaken or is about to undertake any liability on behalf of the Association, and their heirs, executors and administrators, and estate and effects respectively, from and against: (a) all costs, charges and expenses which an officer or member of the Executive Committee or other person sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against them, or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by them, in or about the execution of the duties of their office or in respect of any such liability; (b) all other costs, charges and expenses which an officer or member of the Executive Committee or other person sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by willful neglect or default.

7.01.5. Meetings of the Executive Committee shall be convened at the request of the President.

7.01.6 The quorum for meetings of the Executive Committee shall be four.

7.02. Executive Committee Recall

The Executive Committee may by motion suspend a member of the Executive Committee who contravenes the policies, rules, or regulations of the Executive Committee. Without limiting the generality of the foregoing, a member may be removed by the Executive Committee for:

(i) inability to perform duties due to illness,
(ii) dereliction of duty,
(iii) breach of confidentiality.

7.02.1. A motion by the Executive Committee to remove must be supported by a vote of five members of the Executive Committee.

7.02.2. The decision to remove a member of the Executive Committee must be placed before the membership for acceptance or rejection at a general meeting held within thirty days, pending which the member shall be suspended from the Executive Committee.

**8. ELECTIONS**

8.01. The Professional Officer shall notify the membership in writing six (6) weeks prior to the Annual General Meeting of FAUST that elections for vacant offices shall take place at the Annual General Meeting. The first call for nominations shall be put out at this time. The slate of candidates proposed by the Nominating Committee as per Article 10.04.2 and approved by the Executive Committee shall be included with the first call for nominations.

8.02. The second call for nominations shall be sent out four (4) weeks prior to the Annual General Meeting. The third and final call for nominations shall be sent out two (2) weeks prior to the Annual General Meeting.

8.03. The endorsement of 3 members is required to nominate an individual for election to the Executive Committee. .

8.04. One (1) week prior to the Annual General Meeting, the Professional Officer shall announce the nominees for the vacant positions in writing to the membership. Nominations shall be declared closed.

8.05. Should there be an insufficient number of nominees, nominations shall stay open until such time as there are enough nominees to fill the vacant positions. Once the nominees have been put forward, they will immediately be communicated to the membership in advance of the Annual General Meeting.

8.06. There shall be no nominations from the floor at the Annual General Meeting.

8.07. At the Annual General Meeting, to be held no later than 30 April in any given year, two distinct elections, by secret ballot, shall occur for i) the office of President of FAUST, ii) the remaining offices of the Executive Committee. Members of both the Full-Time Bargaining Unit and the Part-Time Bargaining Unit shall participate in the votes for the Executive Committee.

8.07.1. The candidate for the office of President receiving the largest number of votes shall be declared elected.

8.07.2. The two candidates, from each of the Full-Time and Part-Time Bargaining Units, for the remaining offices of the Executive Committee receiving the largest number of votes shall be declared elected. The remaining offices shall be determined according to which candidates have received the largest number of votes.

8.07.2.1. If, after the nomination period has expired, the number of candidates from either bargaining unit offering for election does not satisfy the criteria under 7.01, the candidate from the other bargaining unit receiving the next highest number of votes shall be elected to the vacant position and shall hold office until the next annual election date.

8.08. Offices of the Executive Committee, excluding the office of President, shall be determined through consultation among all those elected to the Executive Committee. Should there be disagreement over how the offices shall be assigned, the President—the incoming President in years where a new President has been elected—shall make the final decision.

8.09. Members shall be eligible for re-election to a maximum of three (3) terms. Past members of the Executive Committee who serve the maximum number of terms become eligible for election again after the passing of one year.

**9. DUTIES OF OFFICERS**

9.01. The President shall:

9.01.1. supervise general management of the affairs of the Association;

9.01.2. issue notices for meetings of the Association and of the Executive Committee at the times and in the manner specified;

9.01.3. preside at meetings of the Association and of the Executive Committee of the Association

9.01.4. perform duties incidental to the office. In addition, the President shall have the power to take all necessary steps of an emergency nature for the benefit of the Association when specifically authorized by emergency session of the Executive Committee;

9.01.5. if an emergency session of the Executive Committee cannot be summoned, the President shall call an emergency meeting of the Association.

9.02. The Vice-President shall:

9.02.1. fulfil the duties of the President during any temporary absence or disability or refusal of the President to act;

9.02.2. fulfil any duties assigned by either the President or the Executive Committee;

9.03. The Treasurer shall:

9.03.1. be responsible for the care and custody of the funds and assets of the Association according to the usual practice;

9.03.2. at the Annual Meeting of the Association present an account of the Association's finances;

9.03.3. maintain books of account and make these available for inspection to the members of the Association on request;

9.03.4. submit the books of account to an annual audit by a firm of chartered accountants at the end of the fiscal year, and subsequently, upon receipt of the auditor's report, present it to the membership at the next meeting of the Association.

9.04. The Past-President shall:

9.04.1. be available to the new President and Executive Committee in an advisory capacity;

9.04.2. review with the new President the most significant issues going forward from the work of the past Executive Committee.

9.05. The Members-at-Large shall:

Assist with the work and decision making of the Executive Committee and generally manage the affairs of the union.

9.06. The Executive Committee thus constituted shall:

9.06.1. carry into effect all resolutions of the Association and generally manage the affairs of the Association;

9.06.2. take responsibility for the general oversight of the FAUST Committees.

9.06.3. when necessary, form sub-committees to carry out the business of the Association which will be directly responsible to the Executive Committee.

9.06.4. in the year prior to the beginning of Collective Bargaining, appoint a chief negotiator to represent the union at the bargaining table. Once chosen, the Executive Committee will work with the chief negotiator to assemble a bargaining team;

9.06.5. appoint a Grievance Officer in those years when the position is vacant.

9.06.6. work in the interests of both bargaining units.

 **10. COMMITTEES**

10.01. Standing committees

Benefits committee

Grievance committee

Nominating committee

10.02 Benefits Committee

10.02.1. The Benefits Committee (the “Committee”) shall be responsible for reviewing the Full-Time benefits package once every year.

10.02.2. The Committee shall make recommendations to the Executive Committee regarding changes to the benefits package.

10.02.3. The Committee shall respond to queries about benefits coverage from the membership and the Executive Committee.

10.02.4: The Committee shall report to the Executive Committee through an Executive member or Alternate who acts as a liaison with the committee.

10.02.5: Members shall be recruited, appointed and approved by the Executive Committee.

10.03. Grievance Committee

10.03.1. The Grievance Committee (the “Committee”) is comprised of a minimum of three (3) members in addition to the Senior Grievance Officer (the “SGO”). At least one (1) member of the Committee must be a Part-Time (PT) representative. Members of the Committee are appointed by the Executive Committee and serve on two (2)-year renewable terms. The Professional Officer and FAUST President are ex-officio non-voting members of the Committee. The Professional Officer shall provide administrative and research support to the Committee.

10.03.2. The SGO is appointed by the Executive Committee and will normally hold the position for three (3) years, with the possibility of renewal for another one (1) to two (2) years, pending the agreement of the Executive Committee and the member.

10.03.3. Members of the Committee may serve on the Executive Committee, but may be called upon to recuse when potential conflict of interest situations arise.

10.03.4. The SGO is responsible for consulting with Committee members as necessary, making regular monthly reports to the Executive Committee, and for writing an annual report for the AGM. Committee members are responsible for consulting with the SGO as necessary. GC members must consult with the SGO before filing formal grievances.

10.03.5. Annual training for Committee members shall be provided by the Executive Committee.

10.03.6. Committee members shall function independently of the Executive Committee. However, the SGO shall make regular monthly reports on behalf of the Committee to the Executive Committee. In the SGO’s report, s/he shall include the substance of members’ complaints and grievances, legal consultations, and updates on ongoing grievances. The Executive Committee shall provide advice or instruction as necessary. The Executive Committee shall pass a motion to accept the SGO’s report.

10.03.7. Only the SGO or the FAUST President shall engage in legal consultations.

10.03.8. Policy grievances may be initiated by a Committee member, the SGO or the FAUST President. Upon initiation, policy grievances are pursued solely by the Executive Committee.

10.03.9. If the Committee member, upon consultation with the SGO, believes that a grievance should proceed to arbitration, a recommendation is made to the Executive Committee. The decision to take a grievance to arbitration rests solely with the Executive Committee, except as provided by Article 15.06 (Termination of Employment or Denial of Tenure).

10.03.10. Members are encouraged to bring initial complaints to a member of the Committee who shall investigate in consultation with the SGO.

10.03.11. Where the Committee member investigating a complaint, upon consultation with the SGO, determines that there has been a violation of the Full-Time or Part-Time Collective Agreement, the grievance shall be written up on the Grievance Form (Appendix F of the Full-Time Collective Agreement or Appendix B of the Part-Time Collective Agreement). The member of the Committee shall proceed under Article 15.07 (Grievance Procedures) of the Full-Time Collective Agreement or Article 11.07 (Grievance Procedures) of the Part-Time Collective Agreement.

10.03.12. Where the Committee member investigating the complaint, upon consultation with the SGO, determines there has not been a violation of the collective agreement, s/he shall meet with the complainant to provide explanation. Following the meeting, the Committee member shall provide the complainant with a written summary of the meeting. Where the complainant is not satisfied with the decision of the Committee member, s/he may appeal to the Executive Committee.

10.03.13. Where a Committee member is also a member of the Executive Committee, s/he shall recuse herself/himself from the deliberations of the appeal. The Executive Committee shall consider the appeal in a fair and expeditious manner, and provide a written response to the complainant. The Executive Committee’s decision is final.

10.03.14. Except as provided by Article 15.06 (Termination of Employment or Denial of Tenure), the decision to take a grievance to arbitration rests solely with the Executive Committee.

10.04. Nominating Committee

10.04.1. A Nominating Committee of three (3) members shall be appointed by the Executive Committee in September of each year. The chair of the Nominating Committee shall be an Executive Committee member; the remaining two (2) members shall be appointed from the general membership. The chair of the Nominating Committee shall report regularly to the Executive Committee.

10.04.2. The Nominating Committee shall propose a list of candidates for vacant positions on the Executive Committee. The list of candidates shall be included in the notification of elections at the AGM by the Professional Officer as per Article 8.01 of this constitution.

10.04.3. The Nominating Committee shall propose to the Executive Committee a list of members willing to serve on the Negotiating Committee.

11. **CONFLICT OF INTEREST**

In any situation where a real or an apparent conflict exists for an Executive Committee member or the Professional Officer, the following actions must be taken:

a)  The conflict shall be recorded in writing in the appropriate minutes.

b)  The individual shall recuse herself/himself from the meeting during the deliberations on the issue and shall not be eligible to vote on the issue.

 **12. GRIEVANCE AND ARBITRATION**

12.01: **GRIEVANCE**

12.01.1 The FAUST Executive Committee retains exclusive carriage rights for grievance proceedings, in accordance with the Collective Agreement. Members of the Grievance Committee, in consultation with the Senior Grievance Officer, The Grievance Officer, in consultation with the Executive Committee, shall determine whether or not to carry a grievance. In advancing a member’s grievance, the Senior Grievance Officer and the FAUST Executive will avail itself of any relevant services offered by legal counsel and its affiliates. Only the Senior Grievance Officer and the President may contact legal counsel regarding FAUST business.

12.01.1.1 Policy grievances may be initiated by a Grievance Committee member, the Senior Grievance Officer, or the President. Upon initiation, policy grievances shall be pursued solely by the Executive Committee.

12.01.2 A Senior Grievance Officer is appointed by the Executive Committee, and shall continue in that role for a period of three (3) years, starting July 1 of the year of appointment, with the possibility of renewal for another one (1) to two (2) years, pending the agreement of the Executive Committee and the member. The Senior Grievance Officer responsible for consulting with the Grievance Executive Committee members as necessary, making regular monthly reports to the Executive Committee, and for writing an annual report for the Annual General Meeting. The FAUST Grievance Committee is comprised of a minimum of three (3) members in addition to the Senior Grievance Officer. At least one (1) member of the Grievance Committee must be a Part-Time (PT) representative. Member of the Grievance Committee are appointed by the Executive Committee and serve on two (2)-year renewable terms. Grievance Committee members are responsible for consulting with the Senior Grievance Officer as necessary. The Professional Officer and the President are ex-officio non-voting members of the Grievance Committee.

12.01.3 Members are encouraged to bring initial complaints to a member of the Grievance Committee Officer who shall investigate in consultation with the Senior Grievance Officer. Where the Grievance Committee member investigating a complaint, upon consultation with the Senior Grievance Officer, determines that there has been a violation of the Full-Time or Part-Time Collective Agreement, the grievance shall be written up on the Grievance Form (Appendix F of the Full-Time Collective Agreement or Appendix B of the Part-Time Collective Agreement). The member of the Grievance Committee Officer shall proceed under Article 15.07 (Grievance Procedures) of the Full-Time Collective Agreement or Article 11.07 of the Part-Time Collective Agreement. Where the member of the Grievance Committee Officer investigating the complaint, in consultation with the Senior Grievance Officer, determines that there has not been a violation of the Collective Agreement, s/he the Grievance Officer shall meet with the complainant to provide explanation. Following the meeting, the member of the Grievance Committee Officer shall provide the complainant with a written summary of the meeting. Where the complainant is not satisfied with the decision of the member of the Grievance Committee Officer, the complainant shall have 10 working days to submit an appeal to the FAUST Executive Committee. Any appeal should, whenever possible, include material and or information not included in the original request for grievance. This appeal will be taken under advisement for a period not to exceed five (5) working days, after which the FAUST Executive will deliver a final adjudication of the matter, which cannot be appealed.

12.01.3.1 Where a member of the FAUST Executive Committee is also a member of the Grievance Committee Officer, s/he they shall recuse herself/himself themselves from the deliberations of the appeal.

12.02. **ARBITRATION**

11.02.1 While the Grievance Committee members shall function independently of the Executive Committee, they must obtain the Executive Committee's approval before proceeding to arbitration. The Executive Committee shall determine which grievances shall advance to arbitration, in accordance with the terms of the Collective Agreement.

 **13. MEETINGS**

13.01. At least one meeting of FAUST shall be held in the fall semester and one in the winter semester; one meeting day in the second term shall be designated the Annual General Meeting and held before April 30.

13.02. A meeting of FAUST may be called by the President when deemed necessary by the Executive Committee.

13.03. Should any ten (10) members of FAUST submit, in writing, to the President or the Executive Committee a request for a meeting of FAUST, such meeting shall be held within fifteen (15) working days of the receipt of this request.

13.04. For all meetings of FAUST, other than those called under the appropriate constitutional provision, at least five (5) working days of notice shall be given, unless the Executive deems a shorter period necessary during negotiations for renewal of the Collective Agreement.

13.05. All members, and observers with permission of the Chair of the meeting, may attend meetings of FAUST; the Chair may ask the advice of members as to the attendance and participation in a meeting of any observers.

13.06. The quorum at meetings of FAUST shall be twenty-five (25) members. The quorum is to be determined at the beginning of the meeting.

13.07. The quorum at separate meetings of the Full-Time Bargaining Unit shall be twenty (20) members of the bargaining unit.

13.08. The quorum at separate meetings of the Part-Time Bargaining Unit shall be ten (10) members of the bargaining unit.

13.09. Meetings of the Part-Time Bargaining Unit shall be chaired by the President of the Association.

13.10. If at the time stipulated for the start of a meeting of FAUST or its bargaining units a quorum shall not be present, the Chair may delay the start of the meeting for no longer than one-half (1/2) hour for the purpose of acquiring a quorum.

13.11. Motions may be proposed by notice of motion given three (3) working days before a meeting, or at a meeting without prior notice. A motion for which prior notice has been given must be placed before the meeting. Motions for which prior notice has not been given may or may not be recognized, depending on the discretion of the Chair.

13.12. Voting at meetings of FAUST shall be done by show of hands; a secret ballot shall be held only at the request of a member or when required by the Constitution.

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

13.14. When disputes arise over issues of procedure, *Bourinot’s Rules of Order* shall be consulted.

**14. AMENDMENTS TO THE CONSTITUTION**

The Constitution of FAUST may be amended only in accordance with the following rules:

14.01. a petition signed by any ten (10) members of FAUST, or a resolution of the Executive Committee, stating the proposed amendment shall be submitted to the President;

14.02. any proposed amendment shall be stated in such language that, if adopted, may be incorporated directly into the Constitution;

14.03. on receiving such petition or resolution, the President shall send copies of it forthwith to all members of FAUST;

14.04. the Executive Committee shall ensure that such proposed amendment be placed before the next meeting of FAUST, which shall take place at least five (5) working days from date of sending the copies of said amendment to the members;

14.05. any amendment of the Constitution approved by a 2/3 majority of the members present and voting at the meeting at which said amendment is placed before the members, shall come into effect.

14.05.1 An amendment of the constitution which is further amended at a meeting of the FAUST membership cannot be ratified at that meeting. The newly amended amendment must be sent to the entire membership for consideration at least five (5) days before a subsequent membership meeting. Any amendment to the constitution can only be amended once, after which it must either be voted upon or withdrawn.

14.05.2. Abstentions and spoiled ballots shall be recorded, but not counted in calculating the required majority.

14.06. unless otherwise provided, an amendment to this Constitution shall take effect immediately upon its adoption.

**15. VOTES UNDER THE INDUSTRIAL RELATIONS ACT**

15.01. Ratification of Collective Agreements

15.01.1. No collective agreement or part thereof shall be executed on behalf of the Association unless the terms have been ratified by the members of the appropriate bargaining unit.

15.01.2. Following arrival at a collective agreement between negotiators for the University and negotiators for the bargaining units, the President of FAUST shall convene a meeting of the appropriate bargaining unit (with at least three working days notice) for the purpose of discussing the agreed terms.

15.01.3. Within one week of the meeting, or at the same meeting, the Executive Committee, having given notice to the membership of the bargaining unit, shall conduct a ratification vote by secret ballot. A majority of the legal votes cast shall decide whether the terms are accepted or rejected by the bargaining unit. In the event of a tie vote, another vote must be held.

15.01.4. Other votes under the Industrial Relations Act shall be conducted by means of a secret ballot vote by eligible members attending a meeting duly convened for that purpose, unless otherwise required by the said Act.

15.01.5. All votes required by the Industrial Relations Act shall be determined by the majority of valid votes cast at that time, unless otherwise required by the said act.

15.01.6. In the case of a strike vote, the vote in favour of a strike of at least 50% plus one of the membership of the bargaining unit shall be required to declare a strike. Notwithstanding the foregoing, any strike vote taken by the Association shall be conducted in a manner that is consistent with, and meets the minimum requirements of, the Industrial Relations Act.