

# CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION

## CONSTITUTION

*Revised (Adopted November 2023)*

**This constitution replaces all previous constitutions of the Association.**

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# 1. NAME

The name of the Association shall be "Concordia University Part-time Faculty Association / Association des professeures et professeurs à temps partiel de l'Université Concordia" and may also be designated as CUPFA/APTPUC.

# 2. DEFINITIONS

‘Association’ means the Concordia University Part-time Faculty Association.

‘Member’ means a person included in the Association’s bargaining unit, as defined in the accreditation certificate, excluding part-time faculty who have opted out of membership or whose membership has been suspended or lapsed.

‘Representative’ means a Member designated on a candidate’s nomination form who observes the electoral process including the counting of ballots and the tallying of unofficial results for any in-person voting during the election of a member of the Executive Committee.

‘Scrutineer’ means a non-Member appointed by the Chief Returning Officer to observe the electoral process, in person and online, including the counting of ballots and the tallying of unofficial results during an election.

‘University’ means Concordia University and its affiliates.

# 3. PURPOSE

The purpose of the Association shall be to:

- a) achieve unity within diversity;
- b) represent, promote and defend the professional, economic, educational, and social interests and rights of the part-time faculty of Concordia University;
- c) facilitate communication between part-time faculty and other Concordia University bodies;

- d) facilitate communication with organizations having similar aims outside of the Concordia University community;
- e) negotiate the Collective Agreement;
- f) implement and administer the Collective Agreement and/or its equivalent. The Association shall exercise its mandate based on a consensual model of governance and abide by the principles of natural justice.

## **4. MEMBERSHIP AND DUES**

4.1. Membership in the Association is open to all part-time faculty members described in the certificate of accreditation in effect.

4.2. Membership dues are 2% of earnings. These shall be paid by automatic deduction at source.

4.3. Any change to membership dues shall first be recommended by the Executive Committee and approved by a two-third (2/3rd) vote of the membership at an Association General Meeting; a change in membership dues shall be deemed to be an amendment to the Constitution and thus subject to the rules set out in Article 9.

4.4. Part-time faculty members shall retain the rights and responsibilities of membership for the full academic year within which they have a Concordia University teaching contract or course remission contract.

Part-time faculty members shall have the right to vote, seek elected office, and attend General and Special Meetings of the Association in accordance with the Collective Agreement or this Constitution; said right shall be evidenced by being a member of the bargaining unit and agreeing to be a Member of the Association.

4.5. Members who teach Reserve courses are not eligible to vote, move or second motions at meetings, seek or hold elected office on the Executive Committee, or represent the Association. The privileges, benefits, and rights of Members who teach Reserve courses are nonetheless protected as determined by the Collective Agreement.

## **5. EXECUTIVE COMMITTEE**

5.1. Members on the Executive Committee shall be part-time faculty members, subject to Article 3.5.

5.2. Tenure of Executive Committee positions shall be for a three (3) year term. Tenure for the position of Past President shall be for a one-year term.

5.3. Notwithstanding the dates of the remission contracts, which run from May 1 to April 30, the newly elected Executive, or member(s) of the Executive Committee, shall begin its functions ten (10) working

days following the election. Between the Association General Meeting and said period of time, the sitting Executive Committee or member(s) of the Executive Committee shall continue their functions in good faith and ensure collaboration during the transfer of power.

5.4. The Executive Committee of the Association shall consist of the following elected officers or representatives:

- President
- Vice-President Collective Agreement and Grievance
- Treasurer
- Executive Secretary
- Chair of Research and Professional Development
- Chair of Communications
- Chair of Mobilisation
- Chair of External Relations

5.5. In the case where an Executive Committee member has resigned or is unable to fulfill his/her duties, the position shall be filled by a Member of the Association, subject to Article 3.6, appointed by the Executive Committee for the remainder of the term of office. A Member cannot hold more than one position on the Executive Committee.

5.6 In the case where an Executive Committee member is on a temporary leave, the President may temporarily reassign the member's duties to other members of the Executive Committee;

## **6. ELECTION PROCEDURES**

6.1. Election of the Executive Committee shall take place over two (2) consecutive working days prior to the General Meeting, in accordance with Appendix A "Election and Voting Procedures". Electronic ballots or, exceptionally, advance polling paper ballots may be cast during the week preceding the General Meeting. The choice of voting method(s) shall be at the discretion of the Executive Committee after consultation with the Chief Returning Officer.

6.2. The Executive Committee shall appoint and determine the remuneration for a Chief Returning Officer before the first Monday of November of a year preceding an election for the Executive Committee. The Chief Returning Officer shall be a third party external to the Association.

6.3. At least thirty-five (35) working days before the Association General Meeting of an election year, the Association shall publicize a call for nominations from among Members of the Association.

6.4. Candidates shall be Members of the Association who are eligible to stand for office. The Chief Returning Officer shall be responsible for ensuring that only part-time faculty members who are eligible

to do so, in accordance with Article 3 of this Constitution, are allowed to nominate candidates for office or vote in elections of the Association.

6.5 If there is only one (1) nomination for a position, then the candidate shall be declared acclaimed. If there is more than one (1) nomination for a position, an election shall take place.

6.6. The Chief Returning Officer shall immediately upon close of the voting period announce the result of the vote; the foregoing shall be entered into the minutes of the meetings.

6.7. The majority of the valid votes cast for each elected position shall determine the elected candidate.

6.8 Votes by proxy shall not be permitted.

6.9. A Member of the Association who has cause to believe there has been an irregularity in the election procedure shall make the issue known before adjournment, or in writing to the Chief Returning Officer within three (3) working days of the Association General Meeting, furnishing particulars of the alleged irregularities. If the Chief Returning Officer is of the opinion that the charge is substantiated, the Chief Returning Officer shall decide whether to invalidate a position or to invalidate the election and order a new one accordingly.

6.10. Additional voting and election procedures herein attached as "Appendix A" shall be provided to all candidates and their Representatives by the Chief Returning Officer.

## **7. FUNCTIONS AND PROCEDURES OF THE EXECUTIVE COMMITTEE**

7.1. In accordance with the Constitution, the Executive Committee shall administer the affairs of the Association. The Executive Committee shall be accountable to the membership, and shall meet a minimum of six (6) times a year. Notice for meetings of the Executive Committee shall be at least five (5) days. In case of an emergency, the notice may be reduced to two (2) days. Quorum shall be a majority of its members. The President of the Association shall chair all Executive Committee meetings. All members of the Executive Committee shall have one vote. In case of an equality of votes the President shall have a casting vote. Meetings of the Executive Committee are conducted in accordance with the latest edition of Robert's Rules of Order. In case of a conflict between the latest edition of Robert's Rules of Order and this Constitution, the Constitution prevails.

7.2. Any thirty (30) Members of the Association can request that the Executive Committee address a particular issue by filing a request to the Executive Secretary. The Executive Committee must address the issue at its next regular meeting. The Executive Secretary will report to the Member designated in the request within ten (10) days of the Executive Committee meeting where the issue was addressed.

7.3. Members of the Executive Committee can participate in a meeting by phone or with the use of technology as long as the phone or use of technology is available equally to all members who cannot be physically present.

7.4. Members of the Executive Committee shall perform their duties in accordance with the Association's Operational Protocol adopted by the Executive Committee. In case of a conflict between the Association's Operational Protocol and this Constitution, the Constitution prevails.

7.5. The President shall:

- a) be the official spokesperson for the Association, and;
- b) preside over meetings or proceedings of the Executive Committee, the Advisory Council, the Council of Representatives, and all General or Special Meetings of the membership;
- c) appoint, if necessary, a parliamentarian to advise at meetings chaired by the President;
- d) coordinate the activities of the Executive Committee;
- e) represent the Association on the Inter-Union Council;
- f) act as liaison with other universities, the Ministère de l'Éducation, unions and other external organizations;
- g) act as liaison with members of the University administration;
- h) act as a signing officer of the Association;
- i) be responsible for all employees and part-time faculty members hired or appointed to perform specific duties for the Association and specifically for ensuring that all employees and representatives of the Association are effectively discharging their duties;
- j) in coordination with the Vice-President Collective Agreement and Grievance, act as a liaison with the Office of the Provost, Deans, Office of Labour Relations, Human Resources, Office of the Legal Counsel and Department Chairs regarding the negotiation and implementation of the Collective Agreement;
- k) be an ex officio member of all Committees constituted by the Executive Committee;
- l) be responsible for the appointment of part-time representatives sitting on University-wide bodies, Committees and Faculties, in consultation with the Vice-President, Collective Agreement and Grievance;
- m) perform any other duties as may be assigned by the Executive Committee.

7.6. The Vice-President Collective Agreement and Grievance shall:

- a) assume the duties of the President if the President is, for any reason, unable to carry out those duties;
- b) assist the President in the President's various functions and responsibilities;
- c) represent the Association and Members in all matters concerning grievances and arbitrations;
- d) ensure the operation of the Association's Grievance Clinic, in coordination with the President;
- e) act as liaison in matters of grievance arbitrations with the Association's Legal Counsel(s) when required;

- f) act as liaison with the Office of the Provost, Deans, Office of Labour Relations, Office of the Legal Counsel, Human Resources, and Department Chairs regarding the implementation of the Collective Agreement;
- g) act as a signing officer for the Association for Letters of Agreement reached with the University;
- h) serve on the Labour Management Committee;
- i) serve as a member of the Negotiation Committee;
- j) oversee the training of all Department representatives and/or the membership on matters pertaining to the Collective Agreement;
- k) appoint Department representatives, in consultation with the President;
- l) perform any other duties that may be assigned by the Executive Committee.

7.7. The Treasurer shall:

- a) assume the duties of the President if the President and Vice-President Collective Agreement and Grievance are, for any reason, unable to carry out those duties;
- b) be the custodian and caretaker of Association funds and securities, and oversee the deposit of same;
- c) supervise the financial affairs of the Association including the preparation of financial reports and proposal of the annual operating budget for approval by the Executive committee;
- d) chair the Finance Committee;
- e) determine policies involving the finances of the Association, together with the Finance Committee;
- f) liaise with the bookkeeper and the auditor of the Association;
- g) ensure that funds stemming from the Collective Agreement, including unions dues, fines and grievance awards, have been collected by the Association;
- h) work cooperatively with qualified management at a recognized investment firm to ensure that the strike fund is invested professionally and with recommended diversification of funds;
- i) report the status and composition of the strike fund to the membership as part of the Treasurer's submission to the Annual Report;
- j) ensure that financial statements are prepared in accordance with Article 7 of the Constitution;
- k) maintain the necessary commercial and Directors & Officers (D&O) insurance policies for the Association;
- l) prepare, for the first Executive Committee meeting of each fiscal year, the proposed limits on the size of the contingency fund and other disbursements as documented in articles 14.1, 14.2 (a), 14.2 (c), Appendix A under Voting Procedures Article 7, and Appendix E under Donations, Sponsorships, Attendance and implement those limits;
- m) perform any other duties that may be assigned by the Executive Committee.

7.8. The Executive Secretary shall:

- a) assume the duties of the President if the President, the Vice-President Collective Agreement and Grievance and the Treasurer are, for any reason, unable to carry out those duties;
- b) record the minutes of all meetings of the Executive Committee, Annual General Meetings, and Special General Assemblies;
- c) ensure that the Association membership list is complete and up-to-date and that membership applications are archived;
- d) ensure that all minutes of the Executive Committee are available not longer than three weeks after any meeting and agendas are available not less than three (3) days prior to any meeting;
- e) ensure all minutes of Executive Committee meetings shall be available for consultation by the membership in the Association's office, except for parts of the minutes dealing with confidential issues, which shall be available for consultation only by Executive Committee members;
- f) send a call for Annual Reports, edit reports in consultation with the President, and ensure the compilation of the Association's Annual Report;
- g) perform any other duties that may be assigned by the Executive Committee.

7.9. The Chair of Research and Professional Development shall:

- a) oversee and distribute Professional Development Funds in accordance with the Collective Agreement;
- b) chair the Professional Development Committee;
- c) showcase and promote the achievements of Members, with the approval and in consultation with the President;
- d) distribute any remaining Professional Development funds in the form of Small Claims to the membership, together with other Association funds for professional development as set out in the Collective Agreement;
- e) provide the membership with information on research and professional development activities;
- f) submit a list of recipients receiving Professional Development Funds to the Executive Committee after each application round and to the membership as part of the Chair of Professional Development's submission to the Annual Report;
- g) perform any other duties that may be assigned by the Executive Committee.

7.10. The Chair of Communications shall:

- a) work with the President to provide the Executive with Communications counsel and support;
- b) communicate messages and announcements generated by the Executive and approved by the President to external and internal audiences, as needed;
- c) maintain and upgrade the Association's websites, social networks, and other platforms used to communicate with the membership and the community at large;



- d) create, edit and manage media content for the Association;
- e) edit and coordinate the publication of newsletters, video and audio recordings, and any other publication deemed necessary by the Executive;
- f) form, with the President, an editorial board for all publications except the Association's Annual Report;
- g) serve, with the President, as the liaison with the media and Concordia communications;
- h) approve, with the President, the design and wording of promotional material or products generated by the Executive;
- i) ensure that documents and messages destined for the membership are translated into both official languages;
- j) perform any other duties that may be assigned by the Executive Committee.

7.11. The Chair of Mobilisation shall:

- a) organize the Orientation for new Members;
- b) communicate with Members on a regular basis to ensure they are notified and encouraged to attend special events and the Association's Annual General Meeting or any Special General Assemblies convened;
- c) organize mobilisation events;
- d) perform any other duties that may be assigned by the Executive Committee.

7.12. The Chair of External Relations shall:

- a) develop and maintain external relations with other part-time faculty unions and relevant associations;
- b) coordinate external mobilisation;
- c) perform any other duties that may be assigned by the Executive Committee.

7.13. The Executive Committee shall assign the review and communication of data including remuneration, benefits and pension to one or more members of the Executive Committee each fiscal year;

7.14. The Past-President shall serve to ensure the transition of all Executive Committee responsibilities for a one (1) year period following the election of a new President and shall be paid a yearly stipend by the Association equivalent to the value of a three credit (3) contract or a three credit (3) remission contract as defined in the Collective Agreement. The Past-President shall attend meetings when required by the President and assist with the transfer, orderly transition or continuity of dossiers, issues, or programs.

## **8. FINANCIAL STATEMENTS**

8.1. The fiscal year of the Association shall be set by the Executive Committee.

8.2. Auditors shall be appointed by the membership at the General Meeting upon recommendation by the Executive Committee.

8.3. The Treasurer and the Executive Committee of the Association ensures that audited financial statements are produced within six (6) months of the end of the fiscal year. The financial statements are reviewed and/or audited each year, as soon as possible after the end of the fiscal year, by the auditor appointed for this purpose at the Annual General Meeting. The financial statements are approved by the Executive Committee and available to the membership at the Annual General Meeting.

8.4. In any fiscal year where the Association's net assets in the audited statements for the previous fiscal year exceed a value of one million (1 000 000) dollars, the financial statements shall be audited. Otherwise, the financial statements may take the form of either a financial review or an audit.

8.5. An annual budget and statement of revenues and expenditures shall be presented to the membership in the Annual Reports submitted prior to the Annual General Meeting.

## **9. GENERAL MEETINGS OF THE ASSOCIATION**

9.1 General Meetings shall be chaired by the President or, if the President is not able to chair, by a person designated by the Executive Committee, and will be conducted in a courteous and professional manner, the whole according to the latest edition of Robert's Rules of Order. The President may request a qualified person to serve as parliamentarian in any interpretation of Robert's Rules of Order.

9.2. The Association's Annual General Meeting of the Members of the Association shall be convened by the President before the end of April, each year. Reports shall be presented to the membership. Special General Meetings are called by the President or by the Executive Committee by resolution or upon request signed by 60 Members of the Association.

9.3. At least a-fifteen (15) business day notice shall be given to Members of the Association prior to a General Meeting. The notice shall include the proposed agenda. Members may, upon request, also obtain as of the notice a copy of the audited financial statements of the previous year, which are to be presented at the Annual General Meeting.

9.4. Members of the Association may request an amendment to the agenda of the Annual General Meeting at least five (5) working days before the meeting by communicating in writing with the Executive Secretary, or may request an amendment of the agenda prior to its approval at the time of the meeting. In the case of a Special General Meeting, only the items included in the notice of meeting are included on the agenda.

9.5. Subject to the foregoing, a motion may be made from the floor without prior notice at an Annual General Meeting to place any item at any place on the agenda for discussion. The Chair will rule on the admissibility of the motion; said ruling may, on appeal, be set aside, without debate, by a two-thirds majority of those present at the Association General Meeting.

9.6. Except for impeachment proceedings set out in Article 10.3, quorum for any General Meeting of the Association shall be at least forty (40) Members or 5% of the Association's membership eligible to vote, whichever is less. Should quorum not be met, a second general meeting shall be convened within twenty (20) working days, at which meeting, quorum shall be twenty-five (25) Members.

9.7. Prior to the Annual General Meeting, the members of the Executive Committee and Advisory Council shall prepare an Annual Report, which shall be published by the Association and made available to Members on the Association's website or otherwise, as determined by the Executive Committee.

9.8. Unless otherwise required by this Constitution or by law, motions at the Association General Meeting shall be carried by a simple majority vote of Association Members at the meeting.

9.9. The Executive Committee shall have the right to summon the membership to a Special General Meeting to discuss issues of general concern to the membership. Said notice and agenda shall be communicated to the membership at least five (5) working days before said meeting. All requirements for Association General Meetings are applicable for any Special General Meeting except as detailed herein.

## **10. AMENDMENTS TO THE CONSTITUTION**

10.1. Any amendment to the Constitution must be adopted by the Executive Committee. Following its adoption, it must be presented to the Advisory Council.

10.2. Any proposed amendment to the Constitution adopted by the Executive Committee shall be circulated to the Association's Members together with the notice of the General Meeting at least fifteen (15) working days prior to the meeting.

10.3. The amendment to the Constitution must be ratified by a two-thirds majority of Members present at a General Meeting. The amendment takes effect upon its adoption or at the date specified in the resolution.

10.4. Should the amendment not be ratified by the next Annual General Meeting of the Association the amendment process must be reinitiated.

## **11. IMPEACHMENT AND DISMISSAL OF MEMBERS OF THE EXECUTIVE COMMITTEE**

11.1. The impeachment or dismissal of any member of the Executive Committee is initiated by a Petition of Impeachment circulated by any Member of the Association and signed by one-hundred-twenty (120) or 15% of Members, whichever is less. The Petition shall specify the allegations and the spokesperson designated as responsible for the Petition.

11.2. Copies of said Petition, dated and duly signed, shall be submitted to the President. The latter thereupon chairs the impeachment proceedings. Should the petition be about the President it shall be submitted to the Executive Secretary who shall chair the impeachment proceedings.

11.3. The chair of the impeachment proceedings shall convene a Special General Meeting of the Association. Notice of the meeting shall be circulated by the chair of the impeachment proceedings to the membership within five (5) working days of receipt of the Petition of Impeachment. The Special General Meeting will take place within fifteen (15) working days of receipt of the aforesaid Petition. The chair of the impeachment proceedings shall consult the spokesperson designated as responsible for the Petition as well as the Member named in the Petition, in order to arrange a suitable date for the Special General Meeting. Quorum for such proceedings shall be 15% of the membership. The spokesperson designated as responsible for the Petition shall present the grounds for impeachment at this meeting. The subject may then present a defense against the allegations. The Petition for Impeachment must be adopted by a two-thirds majority of Members present. Should the Petition be adopted, the subject will be deemed dismissed from office effective immediately. In that case, the usual regulations pertaining to a vacancy on the Executive Committee shall be in effect.

## **12. SUSPENSION OR EXCLUSION OF A MEMBER**

12.1. Notwithstanding the right of any Member to freedom of expression, thought, or legitimate debate involving policies of the Association, any Member is subject to suspension from the Association by the Executive Committee who:

- a) refuses or neglects to respect the terms and conditions of the Collective Agreement and/or the Constitution of the Association or decisions of a General Meeting duly convened;
- b) causes a prejudice to the Association;
- c) demonstrates a pattern of abusive or threatening behavior (assault, stalking, harassment, etc.) towards any Member or officer of the Association;

d) with respect to an Executive Committee member, said member can only be impeached and membership privileges revoked in accordance with the terms of article 10.

12.2. Any suspended Member loses all rights and privileges described in the Constitution for the duration of the suspension.

12.3. The procedures for suspension, including the right of appeal, are as follows:

a) Before such a decision is made, the Executive Committee must provide, within at least five (5) working days, a written notice for the Member to provide any information or representation necessary to explain events. Said notice shall indicate the specific allegations invoked against the Member. The Executive Committee shall then deliberate and decide on the suspension. A written decision will be communicated to the Member and shall indicate clearly the reasons invoked thereof.

b) The Member has the right to appeal said decision of the Executive Committee within eight (8) working days that follow the reception of the written decision. The appeal must be heard by a Special General Meeting by no later than sixty (60) working days following the receipt of the written notice of appeal by the Executive Committee. The decision to suspend by the Executive Committee is executory notwithstanding the appeal and until a decision is taken by the Special General Meeting.

c) The Executive Committee submits the appeal to the membership at a Special General Meeting convened to hear representations and to conduct a vote by secret ballot to uphold or reject the decision. Each party must assume any costs engaged in a presentation before the Special General Meeting. The majority decision of those Members present at the Special General Meeting is final and binding on both parties.

d) The Executive Secretary shall automatically reinstate a Member at the end of a suspension.

e) Suspension cannot exceed one (1) calendar year.

## **13. DISCRETIONARY EXPENSES AND DONATIONS**

The Association has the discretion to participate in activities and events internal or external to the University and sponsor or donate to organizations and events that will benefit the Association and/or its membership. Any event or activity budget, sponsorship expense, donation or other discretionary expenditure exceeding \$1000 must be approved by the Executive Committee. Any event or activity budget, sponsorship expense or donation of \$1000 or less must be approved by the Finance Committee and reported at the next meeting of the Executive Committee.

## **14. CONTINGENCY FUND**

14.1. The Association shall allocate funds to be used for contingencies itemized in the policy guidelines below. These funds will be referred to as the Contingency Fund. The maximum amount of funds to be

allocated for the Contingency Fund shall be determined at the first meeting of the Executive Committee of each fiscal year, and will depend on the financial situation of the Association at that time. The maximum limit of the size of the contingency fund shall be no more than 1% of the averaged amount in annual membership dues over the previous 3 (three) fiscal years.

#### 14.2. Applications for the Contingency Fund

a) Requests for Contingency Funds must be made to the President. A maximum limit on the amount that can be approved at one time by the President shall be determined at the first meeting of the Executive Committee of each fiscal year. If the President wishes to approve an amount greater than this limit, the amount must be approved by a majority of the Executive Committee.

b) Requests must be submitted by no later than thirty-two months from the end of the last part-time teaching or remission contract.

c) Depending on the availability of funds, disbursements may be allocated to a Member whose request has been approved by the President. The maximum limit per disbursement shall be determined at the first meeting of the Executive Committee of each fiscal year.

d) All members of the bargaining unit who are on the seniority list are eligible to apply for contingency funds.

e) Contingency funds are available to assist Members with providing for the basic necessities of life for themselves and their families.

f) Contingency funds under unique and special circumstances are available to assist members and their families afflicted by a personal misfortune.

g) Contingency funds may, under unique and special circumstances, and upon approval by the Executive Committee also be used, from time to time, for the purposes of the general welfare of the Members of the Association or the entire membership of the Association.

## 15. CONFLICT OF INTEREST

15.1. Any member of the Executive Committee shall disclose any organizations in which the member or a member of the member's immediate family has a business interest that intends to contract with the Association. When any business with such organization arises, the member shall abstain from participating in any discussion and vote on the issue, except to answer questions.

15.2. A member of the Executive Committee must report any situation of conflict of interest that the member is facing to the Executive Committee and such conflict must be noted in the minutes of the meeting following the disclosure.

## **16. LIMITATION OF LIABILITY**

No Executive Committee member or employee shall be liable for

- the acts, receipts, neglects or defaults of any other Executive Committee member or employee,
- joining in any receipt or other act for conformity,
- any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property acquired for or on behalf of the Association,
- the insufficiency or deficiency of any security in or upon which any of the moneys of the Association shall be invested,
- any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the moneys, securities or effects of the Association shall be invested or deposited,
- any loss occasioned by any error in judgment or oversight on such person's part,
- any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his or her office or employment or in relation thereto, unless the same are occasioned by such person's own negligence or willful default.

Nothing herein shall relieve any director, officer or employee from the duty to act in accordance with the law or from liability for any breach thereof.

## **17. INDEMNIFICATION**

The Association shall indemnify an Executive Committee member of the Association, a former Executive Committee member of the Association or a person who acts or acted as a director or officer of a body corporate of which the Association is or was a shareholder (or other type of equity holder) or creditor, and such person's heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by such person in respect of any civil, criminal or administrative action or proceeding to which such person is made a party by reason of being or having been a director or officer of the Association, Company or body corporate, to the full extent permitted by the by law. The Association is authorized to enter into agreements evidencing its indemnity in favour of the foregoing persons to the full extent permitted by law and must purchase and maintain insurance against the risk of its liability to indemnify pursuant to this provision.

## **18. BANKING AND BORROWING ARRANGEMENTS**

The banking business of the Association including, without limitation, the borrowing of money and the giving of security therefore, shall be transacted with such banks, trust companies or other bodies

corporate or organizations and under such agreements, instructions and delegations of powers as the directors determine from time to time. Without limiting the borrowing powers of the Association, the Executive Committee may from time to time:

- a) borrow money upon the credit of the Association;
- b) issue, re-issue, sell or pledge bonds, debentures, notes, or other evidence of indebtedness or guarantee of the Association, whether secured or unsecured;
- c) mortgage, hypothecate, pledge, or otherwise create an interest in or charge upon all or any property (including the undertaking and rights) of the Association, owned or subsequently acquired, by way of mortgage, hypothec, pledge or otherwise, to secure payment of any such evidence of indebtedness or guarantee of the Association. Nothing in this section limits or restricts the borrowing of money by the Association on bills of exchange or promissory notes made, drawn, accepted, or endorsed by or on behalf of the Association.

For all financial matters listed above the President and the Treasurer will act together as signatories of the Association. In the event of absence or inability to act of the President or the Treasurer the Executive Secretary shall act as a signatory.



# **APPENDIX A: CUPFA Executive Committee Positions: Election and Voting Procedures**

## **Election Procedures**

1. The nomination form shall contain the following:

- a) Name;
- b) Department;
- c) Mailing address;
- d) Phone number;
- e) Email address;
- f) The position for which the candidate is applying;
- g) Name and signature of three (3) other Members of the Association in support of the nomination.

2. The nomination form shall be accompanied by:

- a) A copy of a candidate's contract from the current academic year;
- b) A statement of two hundred (200) words or less in both official languages.

Candidates may also submit a photograph suitable for publication (in the format prescribed by the Executive Committee).

3. Candidates are responsible for submitting their nomination forms before the deadline for nominations set by the Executive Committee, which must be at least twenty-five (25) working days before the General Meeting. The nomination form and other required materials shall be submitted by electronic mail or an alternative digital platform, as determined in consultation with the Chief Returning Officer, to the address or digital platform indicated in the call for nominations to the attention of the Chief Returning Officer. Only the Chief Returning Officer may have access to this electronic mail account or digital platform. In cases where the nomination submissions are not deemed acceptable, the Chief Returning Officer will so inform the candidate who will then have three (3) working days to correct the situation. Where the submission remains uncorrected the candidacy shall, at the discretion of the Chief Returning Officer, be set aside and reported to the Executive Committee.

4. To protect the privacy rights of Members and in accordance with the Collective Agreement, no membership lists or personal contact information can be provided to the candidates.

5. At least fifteen (15) working days before the Association General Meeting of an election year, the Chief Returning Officer shall publish and circulate to the membership a notice containing the date, time and location (online or, exceptionally, in person) of the election, a list of candidates for each position, as well as the photograph (if provided) and statement, in both official languages, submitted by each candidate with the nomination form.

6. All candidates shall be identified and presented in alphabetical order to the membership. Ballots for each position shall list the candidates in alphabetical order.

7. In the event of a tie for any elected position, the Chief Returning Officer shall notify the membership of the time and place of a run-off election to occur within fifteen (15) working days of the General Meeting. The membership shall be notified by electronic communication of the existence of a tie vote, of the position in question and of the specific candidates involved. Without any further meeting, the membership shall have (2) consecutive working days to cast an electronic vote.

In exceptional circumstances, the Chief Returning Officer may determine the need for paper ballot voting, in which case the Chief Returning Officer shall notify the membership of the time and location to cast a ballot at least five (5) working days in advance.

### **Voting Procedures**

1. The election shall be conducted by electronic ballot, sent by the Chief Returning Officer to Members by electronic mail, with all information required to cast a vote. In exceptional circumstances, the Chief Returning Officer may determine the need for paper ballot voting during the General Meeting, or another democratic voting method.

2. Electronic ballots shall be made available to Members according to the member list. If a Member does not receive a ballot, he or she may contact the Chief Returning Officer to request an electronic ballot and may be required to present a copy of his or her teaching contract for the current academic year.

In the exceptional circumstances where the Chief Returning Officer determines the need for paper ballot voting, Members of the Association will be asked to provide a recognized government issued piece of identification.

3. Any dispute involving the identification of a part-time faculty member or his or her eligibility to vote shall be referred to the Chief Returning Officer who shall rule on the matter.

4. Ballots cast indicating more than one (1) choice per elected position, or submitted in blank, will be invalidated.

5. Any candidate is entitled to appoint a Representative to represent them at admission to the meeting, during voting hours and at the counting of the votes. The electronic vote tally may be examined by candidates or/and their Representatives in the presence of the Chief Returning Officer. The Chief Returning Officer shall maintain sole access to the electronic vote tally for forty-five (45) working days following the Association General Meeting.

In exceptional circumstances, paper ballots may be examined by candidates or/and their Representatives in the presence of the Chief Returning Officer. Representatives will be required to sign the vote count for paper ballots on forms provided by the Chief Returning Officer at the conclusion of the election. Paper ballots shall remain, sealed, in the custody of the Chief Returning Officer for forty-five (45) working days following the Association General Meeting.

6. Representatives shall be compensated for their time by an amount agreed at the first meeting of the Executive Committee of each fiscal year when an election is to be held.

7. The Chief Returning Officer shall have the right to designate an assistant or assistants to assist the Chief Returning Officer with any and all stages of the election procedure and, in the case that the Chief returning officer determines that a paper ballot vote is necessary, shall have the right to designate Scrutineers to assist the Chief Returning Officer at the polls.

# **APPENDIX B: CUPFA ADVISORY COUNCIL**

## **Mission**

The CUPFA Advisory Council seeks to provide strategic communications between the Association's Executive Committee and Association Members serving on Faculty Councils, Senate and other Administrative bodies. The CUPFA Advisory Council provides consultation concerning the policies and needs of the membership and the Association to the Executive Committee.

## **Membership**

The CUPFA Advisory Council shall consist of the following Members:

- a) President of the CUPFA Executive Committee (Chair);
- b) The Executive Committee;
- c) CUPFA representatives appointed to serve on the Board of Governors, Senate, and Faculty Councils;
- d) Part-time faculty members appointed to serve on University or Faculty-wide committees and special ad-hoc committees serve on the Advisory Council at the request of the Executive Committee.

## **Goals and Objectives**

The CUPFA Advisory Council will fulfill its mission as follows:

1. Meet at least two (2) times per year.
2. Exchange information involving University policies and procedures affecting part-time faculty.
3. Consult on issues relating to re-negotiation of the Collective Agreement.
3. Advise on concerted and collective responses to ensure unity and effective promotion of Members' concerns.
4. The Advisory Council may review and advise on constitutional amendments that are recommended by the Executive Committee.
5. The Chair shall receive and review reports from the members of the Council.
6. Members of the Advisory Council, serving on University committees and Faculty bodies are responsible for submitting a written report once a year, to the Executive Secretary for the purposes of the Association's Annual Report.

# **APPENDIX C: Nomination and Election Procedures - Part-time Faculty Representatives to University, Faculty, and Departmental Bodies**

The President along with the Vice-President Collective Agreement and Grievance are responsible for the appointment of representatives to all University, Faculty, and Departmental bodies.

## **University and Faculty Bodies**

1. In consultation with the Vice-President Collective Agreement and Grievance, appointments by the President for University and Faculty bodies shall take place every two (2) years, prior to the month of May, unless the term of office exceeds two (2) years. In the latter instance appointments by the President shall take place as warranted. Appointments may be renewed.
2. In accordance with the Constitution, representatives serving on University-wide and Faculty bodies shall attend meetings of the CUPFA Advisory Council and the annual Council of Representatives, and submit a summary of the deliberations of their meetings in a manner defined by the Executive Committee for the Association's Annual Report.

## **Departmental Committees**

3. The Vice-President Collective Agreement and Grievance, in consultation with the President, shall appoint all representatives from the eligible Members within each Department. Members will be informed of the various positions before each round of appointments.
4. Elections can be held in Departments having an active membership of fifteen (15) or more Members when there is more than one candidate for a position. Elections shall be overseen by an officer appointed for that purpose by the Vice-President Collective Agreement and Grievance.
5. Each representative is under an obligation to promote and safeguard the interests of the Association, the Collective Agreement and the members of the bargaining unit.
6. The responsibilities of all Department representatives are to:
  - a. attend meetings as scheduled by their Departments;
  - b. participate at training sessions organized by the Vice-President Collective Agreement and Grievance;

- c. report all notices and announcements to part-time faculty members in their Department;
- d. attend the Council of Representatives meeting;
- e. submit a summary of the deliberations of their meetings in a manner defined by the Executive Committee;
- f. communicate with the members of their department, as required by the Executive.

#### **All Bodies**

- 6. The President shall inform the relevant University administrator of the names of part-time faculty members elected and/or appointed to sit on University/Faculty bodies. The Vice-President Collective Agreement and Grievance shall inform Department Chairs of part-time faculty representatives appointed to sit on all Department Committees.
- 7. In the event that the actions, conduct or decisions of a representative cause prejudice to the Association or its Members or results in a situation giving rise to grievance proceedings, that representative may be removed at the discretion of the President or the Executive Committee (for a University Faculty Body), or the Vice-President Collective Agreement and Grievance or the Executive Committee (for Departmental Bodies). Said removal shall take the form of a notice to the specific body and a copy to the representative in question.

# **APPENDIX D: COUNCIL OF REPRESENTATIVES**

## **Mission**

The CUPFA Council of Representatives seeks to foster widespread communication between the Executive Committee and representatives on all University, Faculty, and Departmental bodies. The Council provides a forum for sharing concerns across Departments and Faculties, debates, and training of representatives.

## **Membership**

The Council of Representatives shall be comprised of the Executive Committee and all CUPFA representatives to University, Faculty, and Departmental bodies.

## **Goals and Objectives**

The Council of Representatives will fulfill its mission as follows:

1. Meet at least once (1) per year;
2. Exchange information involving University policies and procedures affecting part-time faculty members;
3. Exchange information on issues pertaining to the implementation of the Collective Agreement, difficulties, potential grievances or any other irregularity affecting part-time faculty members.