

# **THE CONSTITUTION OF THE HURON UNIVERSITY COLLEGE FACULTY ASSOCIATION (2025)**

## **ARTICLE 1: NAME**

1.1. The name of the Association is “The Huron University College Faculty Association”, hereafter referred to as “HUCFA” or “the Association”.

## **ARTICLE 2: MISSION STATEMENT AND PURPOSES**

2.1. The Huron University College Faculty Association upholds the rights and obligations of the faculty and librarians at Huron University College, and promotes those legal protections and human rights that enable academic teaching and research to contribute to the public life of a democratic society. In addition to negotiating and protecting our Collective Agreement and its associated terms and conditions of employment, we defend academic freedom and advocate for institutional priorities that support the teaching and research of our members and promote a healthy and ethical system of post-secondary public education.

2.2. The Association’s Purposes:

1. To negotiate with the Employer a Collective Agreement covering the terms and conditions of employment for all Association members at Huron University College, as well as any other issue related to the terms and conditions of employment for Association members at Huron.
2. To protect and uphold the Collective Agreement and all terms and conditions of employment for Association members at Huron and to represent members when these terms and conditions of employment have been violated.
3. To meet with university administrators on a regular basis to defend and enhance the terms and conditions of employment, as well as the quality of research and teaching at Huron.
4. To represent Association members publicly and to build relationships with organizations and partners allied with our mission.
5. To join with other labour organizations, including other post-secondary educational workers’ organizations, such as CAUT and OCUFA, to promote public policies and legal protections that support freedom, equality, and human rights for all.

## **ARTICLE 3: AFFILIATION**

3.1. The Association shall be a member of the Ontario Confederation of University Faculty Associations (OCUFA) and the Canadian Association of University Teachers (CAUT).

## **ARTICLE 4: MEMBERSHIP**

4.1. The following persons are eligible for membership in the Association:

- a) All those holding academic appointments at Huron University College, save and except Dean(s), Provost, Vice-President(s)/Vice-Principal(s), or President/Principal; and
- b) All full-time librarians, save and except managers, and those above the rank of managers.

4.2. Members in good standing are those who have paid any appropriate dues and whose membership is not currently suspended for violation of Association policies.

4.3. Only members in good standing may nominate others to office, vote in Association elections, hold office, and attend and vote in Association meetings.

4.4. Members holding per-course contracts as their primary mode of employment at Huron are eligible to maintain their membership in good standing in the Association for a period of eight (8) months from the contract-end date of their last per-course employment contract with Huron. During this period, they are not required to pay dues.

4.5. All members shall continue to receive representation from the Association for matters arising from their employment at Huron until such matters are resolved.

4.6. It is the right and duty of all members in good standing to attend and vote in meetings, and to stand for positions on committees from time to time.

## **ARTICLE 5: OFFICERS**

5.1. The Executive Officers of the Association shall be:

- a) President;
- b) Vice-President;
- c) Treasurer;
- d) Secretary;
- e) Communications Officer;
- f) Per-Course/Sessional Representative;
- g) Librarian Representative.

5.2. The Non-Executive Officers of the Association shall be:

- a) Grievance Officers;
- b) Chief Negotiator;
- c) Representative(s) of the Bargaining Committee
- d) Representative(s) on the Employer's Health and Safety Committee;
- e) Representative(s) on the Employer's Benefits Committee;
- f) Representative(s) on the Employer's Equity, Diversity and Inclusion Committee.
- g) Representative on the CAUT Defense Fund.

5.3. All Officers and representatives of the Association shall comply with the Association's *Policy on Conflicts of Interest* in carrying out their duties on behalf of the Association.

## **ARTICLE 6: STANDING COMMITTEES OF THE ASSOCIATION**

The Association shall have three standing committees:

### **A. Executive Committee**

6.A.1. The Executive Committee shall be comprised of the Executive Officers of the Association.

6.A.2. The Executive Committee shall be the governing body of the Association in between membership meetings.

6.A.3. The Executive Committee shall meet regularly and as necessary in accord with Article 8.B below. Decisions of the Executive Committee should normally be made through consultation with all Executive Officers.

6.A.4. The Executive Committee shall be responsible for conveying concerns raised by the membership to the Employer. Directives to the Executive Committee should normally be given through formal motions passed at membership meetings.

### **B. Grievance Committee**

6.B.1. The Grievance Committee shall be comprised of at least two Grievance Officers and the President.

6.B.2. This committee shall meet regularly and as required to discuss ongoing grievance cases and will be chaired by the Primary Grievance Officer. The work of this committee is to evaluate and prepare grievances, making recommendations to the Executive Committee – through the President – about how best to proceed.

6.B.3. The committee is responsible for ensuring that the membership is adequately trained to understand the grievance process, as well as for preparing and updating all Association material related to grievances.

6.B.4. Grievance Officers will be elected to staggered two-year terms, with the Primary Grievance Officer being the member in the second year of their term. The Association will ensure that anyone elected to this position is adequately trained. The allocation of course releases will be determined each spring in consultation with the Executive Committee. No fewer than 1.0 course releases will be allocated for the Grievance Officers.

### **C. Bargaining Committee**

6.C.1. The Bargaining Committee shall be comprised of three members elected annually at the Annual General Meeting, as well as one Grievance Officer, and one member of the Executive, who shall chair the committee.

6.C.2. This committee shall meet at least twice each semester to prepare materials and background research for the next round of bargaining.

6.C.3. A member of the Bargaining Committee shall be appointed annually by the Executive Committee, and in consultation with the Bargaining Committee, to serve on OCUFA's Collective Bargaining Committee and attend CAUT's Collective Bargaining calls. When we have a Chief Negotiator and Negotiating Team, this responsibility will fall to them.

6.C.4. In the year before the Collective Agreement expires, the committee will be responsible for recommending a Chief Negotiator and Negotiating Team to the Executive Committee who, upon the Executive Committee's approval, will bring the recommendation forward to the membership for ratification.

6.C.5. Any member of the Bargaining Committee who is nominated as Chief Negotiator or onto the Negotiating team shall be replaced on the bargaining committee by special election.

6.C.6. Once a Negotiating Team is in place, the Bargaining Committee shall serve as the Shadow Negotiating Team and may recruit additional members to support negotiations.

6.C.7. The responsibilities of the Chief Negotiator and Negotiating Team will cease upon the signing of a new Collective Agreement.

6.C.8. All records created by the Negotiating Team will be held in compliance with the Association's *Policy on Documents Management, Retention, and Disposal*, and fall under the purview of the Bargaining Committee.

## **ARTICLE 7: PROVISION FOR THE CONSTITUTION OF A JOB ACTION COMMITTEE**

7.1. A Job Action Committee may be established either by the Executive Committee or via a vote of the membership at a meeting of the Association.

7.2. The composition of the Job Action Committee will be determined at the time that the committee is established. Neither the Chief Negotiator nor any other member of the Negotiating Team shall be a member of the Job Action Committee.

7.3. The Job Action Committee shall:

- a) Recommend job action implementation strategy to the Executive Committee and carry out any plans approved by the Executive Committee;
- b) In the event of job action, coordinate the day-to-day management of job action operations and logistics, at the direction of the Executive Committee.

## **ARTICLE 8: MEETINGS**

### **A. Association Meetings**

8.A.1. There shall be an Annual General Meeting of the Association within the eight (8) weeks after the Winter Term classes have ended. This meeting shall be held in-person unless doing so is impracticable.

8.A.2. Other meetings of the Association may proceed in-person or virtually or in a hybrid format at the discretion of the Executive Committee.

8.A.3. Only members in good standing are entitled to attend and vote at meetings, except that non-members may be admitted on the invitation of the Executive Committee. Upon arrival at a meeting, non-members must identify themselves to the meeting Chair and the Chair will announce a list of all non-members in attendance at the meeting, normally at the beginning of the meeting. At any point in a meeting, any member may make a motion that any or all non-members leave the meeting entirely or leave the meeting until a specified point in the meeting agenda. This motion is passed by a simple majority.

8.A.4. There shall be a minimum of three General Meetings of the Association during the academic year, one of which shall be the Annual General Meeting and at least one of which shall be held in the Fall Term.

8.A.5. General Meetings may be called at any time:

- a) at the written request of any five (5) members in good standing, who will then be responsible for proposing an agenda for the meeting to the Executive Committee; or
- b) as deemed advisable by the Executive Committee.

8.A.6. For any General Meeting of the Association, written notice specifying the format of the meeting (i.e., in-person or virtual) and including an agenda shall be provided to all members at least one week (7 days) in advance.

8.A.7. An Emergency Meeting may be called with at least 48 hours notice to all members when matters arise, which in the opinion of the Executive Committee, require urgent consideration. In such cases all members must still be notified in writing and an agenda provided.

8.A.8. An Informational Meeting may be called when matters arise, which in the opinion of the Executive Committee, the Association would benefit from a forum for discussion and the sharing of information. All members must still be notified in writing in advance of an Informational Meeting, though the seven-day advance notice is not required. No motions shall be put forward, nor shall any votes occur, during an Informational Meeting. If the need to conduct business arises, a General Meeting will be scheduled in accordance with Article 8.A.6, with the requisite seven days notice provided.

8.A.9. Subject to Article 8.A.10 below, voting shall generally be by show of hands, with decisions carried by a simple majority of the members of the Association present and voting at a meeting.

8.A.10. Any matter may be decided by a secret ballot, either electronically or in-person. A matter shall be decided by way of secret ballot in any one of the following circumstances:

- a) Where a motion calling for the matter to be decided by secret ballot is passed by a majority of those present and voting at a meeting;
- b) Where a petition calling for the matter to be decided by secret ballot is signed by at least ten (10) members in good standing;
- c) This Constitution or the Association's Bylaws and/or Policies direct that the matter be decided by way of secret ballot; or
- d) The Executive Committee directs that the matter be decided by way of secret ballot.

8.A.11. In the case of a secret ballot, and except where specific provision is made in this Constitution or the Association's Bylaws and Policies, decisions are carried by a simple majority of the members voting by ballot. Decisions made by secret ballot shall take precedence over decisions made by show of hands at a meeting. The procedures for conducting the ballot will be determined by the Executive Committee.

8.A.12. Except in the case of an election, the Chair of a meeting shall vote only to decide an outcome in the case of a tie.

8.A.13. All meetings of the Association shall be conducted with reference to *Bourinot's Rules of Procedures, 4<sup>th</sup> Edition*, where not inconsistent with the Association's Constitution, By-Laws and policies.

8.A.14. Members at meetings will interact with each other with mutual respect and dignity.

## **B. Meetings of the Executive Committee**

8.B.1. Members of the Executive Committee shall meet regularly and as necessary to conduct Association business and ensure the smooth and efficient operation of the Association.

8.B.2. Decisions of the Executive Committee should, so far as possible, be made by consensus.

8.B.3. In the absence of a consensus on a matter under discussion, any member of the Executive Committee may request that the matter be decided by vote. All matters consigned to a vote shall be decided by a simple majority of the members of the committee present at the meeting.

8.B.4. The Chair of the Executive Committee shall vote only to decide an outcome in the case of a tie.

8.B.5. All meetings of the Executive Committee shall be minuted. The minutes shall be shared with the membership as part of the package of the next General Meeting of the Association and filed following the procedures in the Association's *Policy on Documents Management, Retention, and Disposal* and the Association's *Policy on Confidentiality and the Protection of Personal Information*.

## **ARTICLE 9: QUORUM**

9.1. A quorum for all General and Emergency meetings of the Association shall be twenty percent (20%) of the membership. Quorum shall not apply for Informational Meetings.

9.2. A quorum for meetings of the Executive Committee shall be a majority of its members including either the President or Vice-President.

9.3. A quorum for all other committee meetings shall be a majority of its members.

## **ARTICLE 10: DUES**

10.1. Excepting those members outlined in Article 4.3, all members of the Association shall have their dues automatically deducted from their salary by the Employer at each pay period.

10.2. Any potential changes to the dues for membership shall be proposed by the Executive Committee as a motion to be voted upon at the Annual General Meeting or at a General Meeting called for that purpose. Any approved change of dues shall take effect in the next pay period subsequent to the meeting at which the motion for change was carried.

10.3. Approval of a change of dues shall be communicated by written notice to all members of the Association before the next pay period subsequent to the meeting at which the motion for change was carried.

## **ARTICLE 11: AMENDMENTS TO THE CONSTITUTION, BYLAWS, AND POLICIES**

11.1. Amendments to the Constitution shall be decided by a secret ballot and will be effective if approved by two-thirds (2/3) of those voting on the amendments by ballot.

11.2. Amendments to the Bylaws and Policies will be effective if approved by a simple majority of those voting on the amendment.

## **ARTICLE 12: ELECTIONS**

12.1. All Officers of the Association, except the Chief Negotiator, shall be elected at the Annual General Meeting. Nominations shall be from the floor.

12.2. Voting shall be by secret ballot, each member voting for only one nominee until one nominee receives a majority of the votes cast. Following each ballot, the name of the nominee receiving the fewest votes shall be dropped from the next ballot.

12.3. The term of office shall be from July 1 to June 30. The President and Grievance Officer(s) shall be elected to a two-year term. All other Officers shall be elected to a one-year term.

12.4. The Chief Negotiator shall be selected under the process outlined in the Association's Bylaws.

## **ARTICLE 13: TERM LIMITS AND CONSTRAINTS**

13.1. No person shall serve as President of the Association for more than two (2) full consecutive terms.

13.2. No person shall hold more than one executive office in the Association at a time.

#### **ARTICLE 14: REPLACEMENT OF EXECUTIVE AND NON-EXECUTIVE OFFICERS DURING TERM**

14.1. In the event an Executive or Non-Executive position is unfilled, it shall be considered open for election until such time as someone puts their name forward. Elections for these positions will follow the process outlined in Article 10.

14.2. Should the President be removed or be unable to complete their term in office for any reason, the Vice-President shall assume the Presidency until such time as a special election can be held to elect a new President. This special election shall be held as soon as possible.

14.3. Should any Executive or Non-Executive Officer other than the President be removed or be unable to complete their term in office for any reason, except in the case where the Vice-President has assumed the Presidency as indicated in Article 14.2, a special election shall be held as soon as possible to elect a new Executive or Non-Executive Officer.

14.4. Any officer elected by special election will hold that position until the next Annual General Meeting, at which time they may stand for re-election.

#### **ARTICLE 15: REMOVAL OF EXECUTIVE AND NON-EXECUTIVE OFFICERS**

15.1. Executive and Non-Executive Officers, including the President, can be removed from office during their term by a vote of the membership at a meeting of the Association. Such votes shall be conducted by secret ballot.

15.2. Votes to remove an Executive or Non-Executive Officer shall require a two-thirds (2/3) majority of those voting.

#### **ARTICLE 16: OFFICER COMPENSATION**

16.1. All officer compensation outlined below shall be subject to the Collective Agreement.

16.2. The President shall be eligible for no less than a 1.0 course release. At the President's discretion this release can be declined, reduced, or distributed to other members engaged in significant work on behalf of the Association.

16.3. The Grievance Officers, combined, shall be eligible for no less than a 1.0 course release. At the Grievance Officers' discretion this release can be declined, reduced, or distributed to other members engaged in significant work on behalf of the Association.

16.4. Librarian, Per Course, and Sessional members shall be eligible for an annual stipend of not less than \$1000 for any Officer position they hold, the precise amount of which shall be recommended by the Executive Committee (excluding the Officer whose stipend is at issue) and ratified by a vote of the membership at an Association meeting.



16.5. Should a member holding a per-course contract as their primary mode of employment at Huron or a librarian be elected as President or Grievance Officer, the Association shall seek to compensate the member in a manner commensurate with a course release. The exact means of compensation shall be recommended by the Executive Committee (excluding the President or Grievance Officer whose compensation is at issue) and ratified by a vote of the membership at an Association meeting.

#### **ARTICLE 17: MEMBER DISCIPLINE**

17.1. The Association may discipline members for engaging in misconduct including but not limited to harassment, discrimination, misappropriation of funds, and/or the sharing of confidential Association information. Any member who is found guilty of misconduct may be subject to discipline, including but are not limited to reprimand, suspension, or expulsion. Members shall only be subject to discipline following a fair investigation, with opportunity for an appeal.

Adopted by the Huron University College Faculty Association, 6 February 1985. Amended November 1985, November 1986, May 1989, November 2003, June 2007, May 2011, January 2014, May 2018, and December 2025.