

# CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION

## CONSTITUTION

*Revised (March 21, 2018)*

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

### **1. NAME**

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

### **2. 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.

### **3. MEMBERSHIP AND DUES**

- 3.1. Membership in the Association is open to all part-time faculty members described in the certificate of accreditation in effect.
- 3.2. Membership dues are 2% of earnings. These shall be paid by automatic deduction at source.
- 3.3. 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.
- 3.4. 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.
- 3.5. Subject to paragraph 3.6, part-time faculty members shall have the right to vote and attend all General and Special Meetings of the Association, move and second motions at these meetings, seek elected office or represent 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.
- 3.6. 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.

- 3.7. A member seeking or holding office on the Executive Committee, or as an elected representative on the University's Board of Governors, Senate, and Faculty Councils shall have a part-time contract or course remission contract in effect during the academic year when nominations are presented.

#### **4. EXECUTIVE COMMITTEE**

- 4.1. Members on the Executive Committee shall be comprised of part-time faculty members, subject to Article 3.7.
- 4.2. 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.
- 4.3. 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 fourteen (14) calendar 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.
- 4.4. 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<sup>1</sup>
  - Chair of Communications
  - Chair of Mobilisation
  - Chair of External Relations
- 4.5. 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.

---

<sup>1</sup> The title shall be effective after the 2020 election. Until that time, the title remains Vice-President Professional Development.

- 4.6. Course remission contracts to the Executive Committee members and to part-time representatives who serve on University-wide bodies and faculty committees shall be treated in the same manner as part-time teaching contracts and paid in accordance with the Collective Agreement. Members serving on Department Committees will not be remunerated but shall receive seniority credits as determined in the Collective Agreement.

## **5. ELECTION PROCEDURES**

- 5.1. Election of the Association Executive Committee shall take place at the Association General Meeting, in accordance with Appendix A "Election and Voting Procedures" herein attached. 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.
- 5.2. 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.
- 5.3. At least seven (7) weeks before the Association General Meeting of an election year, the Association shall publicize a call for nominations from among part-time faculty members.
- 5.4. Candidates shall be part-time faculty members of the Association who are eligible to stand for office. Candidates are responsible for submitting, at least thirty-five (35) calendar days before the Association General Meeting, their nomination forms (in the format and with the contents prescribed by the Executive Committee) duly completed, a photocopy of the most recent contract, a photograph suitable for publication (in the format prescribed by the Executive Committee) and a statement in both official languages for the Association General Meeting announcements. The nomination form and other required materials shall be submitted in a sealed envelope, at the office of the Association, addressed to the attention of the Chief Returning Officer. In cases where the nomination submissions are not deemed acceptable, the Chief Returning Officer will so inform the candidate who will then have four (4) calendar 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.
- 5.5. At least three (3) weeks before the Association General Meeting of an election year, the Executive Secretary shall publish and circulate to the membership a notice containing the date, time and location of the election, a list of candidates for each position, as well as the photograph and statement, in both official languages, remitted by each candidate with the candidate's nomination submission.
- 5.6. 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.

- 5.7. The Association General Meeting shall be chaired by the President or by a person designated by the Executive Committee, and will be conducted in a courteous and professional manner, the whole according to Robert's Rules of Order.
- 5.8. The Chief Returning Officer, together with all representatives, shall immediately upon receipt of ballots, count the votes and announce the result of the vote; all of the foregoing shall be entered into the minutes of the meetings.
- 5.9. The majority of the valid votes cast for each elected position shall determine the successful candidate.
- 5.10. Ballots may be examined by candidates or/and their representatives in the presence of the Chief Returning Officer and shall remain, sealed, in the custody of the Chief Returning Officer for sixty (60) calendar days following the Association General Meeting.
- 5.11. A part-time faculty member 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 ten (10) calendar 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.
- 5.12. Advance voting will take place at the Association offices or at any places designated by the Chief Returning Officer within the University, the Saturday and Sunday from 10:00 to 14:00 of the week prior to the Association General Meeting for those who are unable to be present at the Association General Meeting to vote in person.
- 5.13. Votes by proxy shall not be permitted.
- 5.14. Additional voting and election procedures herein attached as "Appendix A" shall be provided to all candidates and their representatives by the Chief Returning Officer.

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

- 6.1. In accordance with the Constitution, the Executive Committee shall administer the affairs of the Association, including the management of funds. 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.

- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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; the Parliamentarian may, but need not be, the Association's Legal Counsel;
  - 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) sign, together with the Vice-President Collective Agreement and Grievance and the Treasurer, or the Executive Secretary, all contracts and agreements on behalf 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) is 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.

6.6. 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 and inform the Treasurer of any monetary awards in favor of the Association;
- 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) sign all 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.

6.7. 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 budgets;
- 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) ensure that all ad-hoc expenditures exceeding one thousand dollars (\$1000) are approved by a motion of the Executive Committee;
- i) review and communicate all financial data presented or needed that pertains to, but not limited to, remuneration, benefits including pension;
- j) 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;
- k) report the status and composition of the strike fund to the membership as part of the Treasurer's submission to the Annual Report;
- l) ensure that financial statements are prepared in accordance with Article 7 of the Constitution;
- m) maintain the necessary commercial and Directors & Officers (D&O) insurance policies for the Association;
- n) 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;
- o) perform any other duties that may be assigned by the Executive Committee.

6.8. 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.

6.9. The Chair of Research and Professional Development<sup>2</sup> 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) liaise with University budget assistants;
- f) provide the membership with information on research and professional development activities;
- g) 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;

---

<sup>2</sup> The title shall be effective after the 2020 election. Until that time, the title remains Vice-President Professional Development.

- h) perform any other duties that may be assigned by the Executive Committee.

6.10. 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 from Executives and other members;
- 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 advertising messages and any other marketing messages or promotional products generated by the Executive;
- i) ensure that documents and messages destined for members are translated into both official languages;
- j) perform any other duties that may be assigned by the Executive Committee.

6.11. 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.

- 6.12. The Chair of External Relations shall:
- a) develop and entertain 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.
- 6.13. 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 germane to defending the interests of the Association and its members.

## **7. FINANCIAL STATEMENTS**

- 7.1. The fiscal year of the Association shall end on May 31 of each year. The Association shall adjust its fiscal year to conform to any legislation enacted that will alter the fiscal year for Quebec Universities;
- 7.2. Auditors shall be appointed by the Association General Meeting upon recommendation by the Executive Committee.
- 7.3. 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.
- 7.4. 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.

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

- 8.1. The Association's Annual General Meeting of the part-time faculty members of the Association shall be convened by the President before the end of April, each year, where 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.
- 8.2. At least a twenty-one (21) calendar day notice shall be given to part-time faculty members prior to a General Meeting, and shall include the proposed agenda. Members may, upon request, also obtain in advance a copy of the audited financial statements of the previous year, which are to be presented at the Annual General Meeting.

- 8.3. Part-time faculty members may add to the agenda of the Annual General Meeting 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 or the request from the members are included on the agenda.
- 8.4. 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.
- 8.5. Except for impeachment proceedings set out in Article 10.3, quorum for any General Meeting of the Association shall be at least forty (40) or 5% of part-time members of the Association's membership eligible to vote, whichever is less. Should quorum not be met, a second general meeting shall be convened within thirty (30) calendar days, at which meeting, attendance shall constitute quorum.
- 8.6. 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.
- 8.7. 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.
- 8.8. 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 convocation and agenda shall be communicated to the membership at least five (5) calendar days before said meeting. All requirements for Association General Meetings are applicable for any Special General Meeting except as detailed herein.
- 8.9. All General Meetings of the Association shall be conducted in accordance with 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. AMENDMENTS TO THE CONSTITUTION**

- 9.1. Any amendment to the Constitution must be adopted by the Executive Committee. Following its adoption, it must be presented to the Advisory Council.
- 9.2. Any proposed amendment to the Constitution adopted by the Executive Committee shall be circulated to the Association's part-time faculty members together with the notice of the General Meeting at least twenty-one (21) calendar days prior to the meeting.

- 9.3. The amendment to the Constitution must be ratified by a two-thirds majority of part-time faculty members present at a General Meeting. The amendment takes effect upon its adoption or at the date specified in the resolution.
- 9.4. Should the amendment not be ratified by the next Annual General Meeting of the Association the amendment process must be reinitiated.

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

- 10.1. The impeachment or dismissal of any member of the Executive Committee is initiated by a Petition of Impeachment circulated by any part-time faculty member of the Association and signed by the lesser of one-hundred-twenty (120) or 15% of part-time faculty members. The Petition shall specify the allegations and the spokesperson designated as responsible for the Petition.
- 10.2. 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.
- 10.3. 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) calendar days of receipt of the Petition of Impeachment. The Special General Meeting will take place within twenty-one (21) calendar 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 not less than 15% of the part-time faculty members. 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 shall be adopted if two-thirds of those present at the proceedings vote in its favour. 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.

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

- 11.1. 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.
- 11.2. Any suspended member loses all rights and privileges described in the Constitution until relieved of the suspension or reinstated to the Association.
- 11.3. 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) calendar 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 ten (10) calendar days that follow the reception of the written decision. The appeal must be heard by a Special General Meeting by no later than ninety (90) calendar 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 a meeting of 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.

## **12. CONTINGENCY FUND**

- 12.1. 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.
- 12.2. Procedures of Application 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 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.

#### Policy Guidelines

- 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.

### **13. CONFLICT OF INTEREST**

- 13.1. 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.
- 13.2. 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.

### **14. 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, or for joining in any receipt or other act for conformity, or for 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 or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Association shall be invested, or for 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 for 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 Association shall be deposited, or

for any loss occasioned by any error in judgment or oversight on such person's part, or for 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; provided that nothing herein shall relieve any director, officer or employee from the duty to act in accordance with the Act or from liability for any breach thereof.

## **15. 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 may purchase and maintain insurance against the risk of its liability to indemnify pursuant to this provision.

## **16. BANKING AND BORROWING ARRANGEMENTS**

16.1. 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 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. Prior to an Annual General Meeting at which elections are to be held, the Chief Returning Officer shall prepare an announcement containing the following:
  - 1.1. the information found on the nomination form;
  - 1.2. a photograph of each candidate;
  - 1.3. a statement by each candidate in both official languages.
2. All candidates shall be identified and presented in alphabetical order to the membership. Ballots for each position shall list the candidates in alphabetical order.
  - 2.1. 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.
3. At an Annual General Meeting where there is a contested position candidates will be required to deliver a speech of a duration of no more than five (5) minutes. After the candidates have all spoken there will be a question and answer period by the membership.
4. 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 twenty-one (21) calendar days of the Annual General Meeting. The membership shall be notified by ordinary post or 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 present themselves between the announced hours to simply cast a ballot which will contain the names of the specific candidates in alphabetical order.

The designated scrutineers of each candidate shall be present for the voting as well as the tabulation of the results. Upon expiration of the specified time, the ballots cast will be counted and the individual with the greatest number of valid votes cast in his or her favour shall be designated the successful candidate.

#### **Voting Procedures**

1. The presence of representatives is required for the full duration of advanced poll, the Annual General Meeting, and if required, the run-off election.

2. For the purposes of receiving a ballot, part-time faculty members will be asked to provide the following pieces of identification: a copy of their teaching contract for the current academic year, or a current Association membership card, or a current Concordia University identification card, or a Quebec Driver's Permit or a Quebec Medical Insurance Card. 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.
3. Part-time faculty members voting at the advance polling dates shall be required to place their signature beside their name on a CUPFA Membership List maintained for the specific purpose of the vote. Part-time faculty members who have already signed and voted at an advance poll will not receive a ballot should they also attend the Annual General Meeting.
4. Part-time faculty members voting at the advance poll will ensure they place their marked ballot in a plain unmarked white envelope provided at the advance poll. The plain unmarked envelope shall then be placed into a second envelope and the voter shall be required to sign or initial across the sealed portion of the second envelope and then place it into the ballot box provided.
5. The ballot boxes containing the sealed and signed envelopes shall be sealed by the Chief Returning Officer at the end of voting on each day of the advance poll, in the presence of representatives. The sealed ballot boxes shall then be placed in the custody of the Chief Returning Officer. The Chief Returning Officer shall bring the sealed ballot boxes to the Annual General Meeting and open them in the presence of representatives at the commencement of the counting of the ballots, after general voting has been declared closed. The outer envelopes will be opened in front of the representatives and counted without the disclosure of any of the contents of the inner envelope containing the ballots. The inner envelopes shall then be opened and the ballots removed, sorted, and counted at the same time as the ballots cast by part-time faculty members at the Association General Meeting.
6. Ballots cast indicating more than one (1) choice per elected position, or submitted in blank, will be invalidated. Representatives will be required to sign the vote count on forms provided by the Chief Returning Officer at the conclusion of the election.
7. Representatives shall be reimbursed for their work on behalf of the Association's voting process by an amount agreed at the first meeting of the Executive Committee of each fiscal year.
8. Candidates and representatives having any questions about the voting and/or election procedures are advised to contact the Chief Returning Officer.
9. The Chief Returning Officer shall have the right to designate an assistant or assistants to assist the Chief Returning Officer in regards to any and all stages of the election procedure and shall have the right to designate scrutineers to assist the Chief Returning Officer at the advanced and regular polls.
10. Upon the conclusion of the election period at the Annual General Meeting all ballots will be gathered and kept by the Chief Returning Officer for sixty calendar days.

## **APPENDIX B**

### **CUPFA ADVISORY COUNCIL**

#### **Mission**

The CUPFA Advisory Council seeks to provide strategic communications between the CUPFA Executive Committee and CUPFA 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 part-time faculty members:

- a) President of the CUPFA Executive Committee (Chair);
- b) members of the Executive Committee;
- c) all 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 and, as well, once a year along with the Council of Representatives.
2. Receive and exchange information involving University policies and procedures affecting part-time faculty.
3. Receive and exchange information on issues pertaining to the implementation of the Collective Agreement, difficulties, potential grievances or any other irregularity affecting part-time faculty.
4. Consult on issues relating to re-negotiation of the Collective Agreement, grievances, or University-wide arbitration cases whenever such issues or cases arise.
5. Plan concerted and collective responses to ensure unity and effective promotion of members' concerns.
6. The Advisory Council may review and advise on constitutional amendments that are recommended by the Executive Committee, review various positions and options

involving the negotiation of the Collective Agreement and other relevant University policies.

7. The Chair shall receive and review reports from the members of the Council.
8. Members of the Advisory Council, serving on University committees and Faculty bodies are responsible for submitting a written report once a year, to the Chair of the Advisory Council 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. In the event of an indecision, the President shall have final authority.

#### **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. Terms of office may be extended.
2. In accordance with the Constitution, part-time representatives serving on University-wide and Faculty bodies and Faculty committees shall attend meetings of the CUPFA Advisory Council, the annual Council of Representative meeting, and submit a summary of the deliberations of their meetings in a manner defined by the Executive Committee and for the Association's Annual Report.

#### **Departmental Bodies**

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 in all Departments will be informed of the various positions before each round of appointments. 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.
4. Each representative is under an obligation to promote and safeguard the interests of the Association, the Collective Agreement and the relevant members thereof.
5. In the event that the actions, conduct or decisions of a representative is causing 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 Vice-President Collective Agreement and Grievance or the Executive Committee. Said removal shall take the form of a notice to the specific body and a copy to the representative in question.

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 their respective constituencies, as required by the Executive.

**All Bodies**

7. The President shall advise 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 advise Department Chairs of part-time faculty representatives appointed to sit on all Department Committees.

## **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. receive and exchange information involving University policies and procedures affecting part-time faculty members;
3. receive and exchange information on issues pertaining to the implementation of the Collective Agreement, difficulties, potential grievances or any other irregularity affecting part-time faculty members;
4. plan concerted and collective responses to ensure unity and effective promotion of members' concerns.

## **APPENDIX E**

### **ANNUAL ACTIVITIES, DONATIONS, SPONSORSHIPS**

1. 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 or donation exceeding \$250 must be approved by the Executive Committee. Any event or activity budget, sponsorship expense or donation of \$250 or less must be approved by the Financial Committee and reported at the next meeting of the Executive Committee.