

DFA

Dalhousie Faculty Association

Dalhousie Faculty Association

BY-LAWS

Revised 3 May 2018

Dalhousie Faculty Association

1443 Seymour St., PO Box 15000, Halifax NS Canada B3H 4R2

902.494.3722 dfa@dal.ca dfa.ns.ca

DFA BY-LAWS

As amended at the Annual General Meeting of 3 May 2018

Article 1: Membership

- 1.1 The criteria for full and associate membership are given in the Constitution.

Article 2: Annual General Meeting

- 2.1 The Annual General Meeting shall generally be held in the month of April, following at least ten days notice mailed to all members in good standing. The Executive Committee for the forthcoming year shall be announced at that meeting (see Article 3), and shall assume office immediately following the Annual General Meeting.

Article 3: Election of the Executive Committee

- 3.1 For the annual election, a nominating committee of three members shall be appointed by the DFA Executive Committee in February of each year to solicit and prepare nominations for the Executive Committee for the forthcoming year. At least one member of the nominating committee shall be a DFA member in good standing who is not a member of the current Executive Committee, and at least one shall be a member of the current Executive Committee. The membership of the nominating committee shall be communicated, in writing, to all DFA members in good standing. Members of the nominating committee shall not offer themselves for election to the Executive Committee.
- 3.2 For a by-election a nominating committee shall be appointed with composition as set forth in By-Law 3.1.
- 3.3 It shall be the duty of the nominating committee to solicit nominations from DFA members through the medium of such organs as University newspapers, DFA newsletters, announcements, etc. The nominating committee shall ensure that there are at least sufficient nominees to fill all the vacant positions on the Executive Committee. For the annual election, solicitation of nominations shall commence at least six weeks prior to the date of the Annual General Meeting. For a by-election, solicitation of nominations shall commence as soon as possible, but no later than seven days from the occurrence of the vacancy initiating the election.
- 3.4 Nominations may be forwarded to the nominating committee for the position of any officers or member of the Executive Committee, or any combination thereof. The

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nominations shall be in writing and shall be accompanied by the name of the proposer and seconder, who shall both be DFA members in good standing. It shall also be the obligation of the proposer to secure the written agreement of the nominee to stand for office. Nominations shall close on an announced date, which shall be at least three business days prior to the start of voting (see By-Law 3.5).

- 3.5 At least two weeks prior to the Annual General Meeting, and at least three business days prior to voting commencement, the nominating committee shall circulate to all DFA members in good standing a list of all nominations received. This list shall show, for each nominee, the position for which he or she has been nominated and shall include the name, rank, department and status of the nominee with respect to full-time or part-time employment. Non-inclusion in the bargaining unit shall be so indicated. It shall be the responsibility of the nominee to prepare a statement of not more than 250 words for inclusion with their names on the above-mentioned list. Balloting shall be secret, and shall be carried out during five consecutive business days at the DFA Office, where ballot forms shall be available. In order to register their votes, members must attend the DFA Office in person during normal office hours, identify themselves, fill out a ballot form and deposit the form in a sealed container(s) provided for the purpose. Balloting must close at least two business days prior to the Annual General Meeting, at which time the sealed ballot box(es) will be handed over to the scrutiny committee (see By-Law 3.8). The dates and times when voting is permitted shall be stated clearly on the list of nominees circulated as above.
- 3.6 In the case of a by-election, the procedures of By-Law 3.5 shall apply except that voting shall cease no earlier than seven business days and no later than ten business days after the list of nominees has been circulated.
- 3.7 In the annual election, one of the eleven members-at-large of the Executive Committee shall be elected solely by votes cast by full members of the Association not included in the DFA bargaining unit; should this position require filling in a by-election, balloting shall be restricted to full members in the appropriate sub-unit of the Association. Subject to the aforementioned restrictions, each full member may cast as many votes as there are vacancies. The ballot forms shall state how many votes a member is permitted to cast for each position, and a member's entire ballot form shall be spoiled if more votes are cast for any position than are permitted.
- 3.8 The ballot forms shall be checked and counted by a scrutiny committee consisting of the Past President of the DFA (or designate) who shall be Chairperson, a member appointed by the Executive Committee and one member chosen by the preceding two members of the scrutiny committee, none of these standing for election.

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- 3.9 The voting shall be non-preferential and votes for the officers, in order of seniority, shall be counted first, she/he with the most votes shall be declared elected. Any individual who is nominated for more than one position shall have all further nominations removed from the ballot form as soon as he or she is elected to one of these positions. Votes for the non- bargaining unit representative shall be counted next, the individual with the most votes shall be elected and his or her name struck from the list of nominations for membership at large of the Executive Committee. Those nominees for members-at-large of the Executive Committee who receive most votes, and who are not otherwise elected to the Executive Committee as an officer or representative (*vide supra*), shall be elected, until the vacant positions are filled.
- 3.10 In the event of a tied vote for any position on the Executive Committee, the current Past President (or designate on the scrutiny committee) shall cast a deciding vote.

Article 4: Dues

- 4.1 Dues are payable as follows:
- 4.1.1 The dues for members who are also members of the bargaining unit for which the DFA is legal bargaining agent shall be 12.5 mils of their regular Dalhousie University salaries, excepting those members on unpaid leave for whom the rate shall be 5.75 mils of the nominal regular Dalhousie University salary rates.
- 4.1.2 Commencing on July 1st of each year, the dues for full-time members who are not members of the bargaining unit for which the DFA is legal bargaining agent shall be five-eighths of the average full-time-equivalent dues of bargaining unit members in the same rank (see By-Law 4.2); such averages shall be determined in the preceding month of April.
- 4.1.3 The dues for part-time members who are not members of the bargaining unit for which the DFA is legal bargaining agent shall be 1/3 of those of full-time members of the same rank who are not members of the DFA bargaining unit.
- 4.1.4 Associate members of the Association shall pay the same dues as part-time members not in the DFA bargaining unit.
- 4.1.5 From the amount obtained in accordance with By-Laws 4.1.1 to 4.1.4, the DFA shall pay the fees owed to the Canadian Association of University Teachers and to any other organizations with which the DFA is affiliated, as set by those organizations from time to time.

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- 4.1.6 Former members of the DFA who are no longer eligible for full membership may, on request, be granted associate membership status. Associate members will have no power to vote and are not eligible for membership on the Executive Committee.
- 4.2 For the purpose of paying dues, members of the Association who are not in the DFA bargaining unit and are not Professors, Associate Professors or Assistant Professors shall be classified according to the following table of equivalences:
- | | | |
|-------|--------------------------------|-----------------------|
| 4.2.1 | Director of Research Institute | “Professor” |
| | Chief Librarian | “Professor” |
| | Senior Research Fellow | “Professor” |
| | Senior Fellow | “Professor” |
| 4.2.2 | Senior Research Associate | “Associate Professor” |
| | Librarian 4 | “Associate Professor” |
| 4.2.3 | Research Associate | “Assistant Professor” |
| | Librarian 3 | “Assistant Professor” |
| | Artist in Residence | “Assistant Professor” |
| | Musician in Residence | “Assistant Professor” |
| 4.2.4 | Instructor | “Other” |
| | Demonstrator | “Other” |
| | Other designations | “Other”. |
- 4.3 Provided that due notice has been given, any General Meeting of the Association may, by two-thirds majority, approve an extraordinary levy of dues in addition to those set forth above.

Article 5: Conflict Between Members of the Association

- 5.1 In the event of a conflict between members of the Association concerning matters pertaining to the DFA, its offices, role or business, members shall make a reasonable effort to resolve the matter informally through the DFA.
- 5.2 If the two parties to a dispute cannot resolve the conflict, a committee comprised of three members of the DFA may be formed to hear and help to resolve the dispute. Each party to the dispute shall choose one member of such a panel. The chair shall be chosen by these two members.

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Article 6: Strike Action

6.1 Any strike must be authorized through a majority vote of the appropriate bargaining unit, conducted by secret ballot.

6.2 Return to work after a strike

In the event of a strike and the reaching of a tentative agreement between the negotiators for the DFA and the Board of Governors, there shall be no return to work authorized by the Association unless

- 1) the return to work protocol takes into account the need for both faculty and students to have reasonable lead time between the decision of the membership to end the strike and the full resumption of work. To this end, a staged return to work is necessary in recognition of the fact that, while some job duties can be resumed immediately upon the decision of the membership to end the strike, major duties cannot be resumed without proper planning and preparation. Thus the return to work protocol must specify a minimum of 24 hours between the announcement by the DFA Executive of the decision of the membership to end the strike, and the resumption of duties such as teaching and reference services;
- 2) a general meeting has been held at which there has been an opportunity to discuss the proposed new collective agreement and the terms of the proposed return to work. The written text of the return to work protocol and a written synopsis of the proposed changes to the collective agreement shall be available at that meeting;
- 3) there has been, prior to the return to work, a majority vote, in accordance with By-Law 6.3, in favour of both the return to work conditions and the proposed collective agreement and the results of the vote have been announced by the Executive Committee of the DFA to the membership; and
- 4) the return to work protocol stipulates that both the DFA and the Board will, from the time of the reaching of a tentative agreement until the announcement by the DFA Executive of the results of the vote under By-Law 6.3, observe a news blackout except for any jointly issued press release agreed upon by the two chief negotiators.

6.3 Votes

Votes pursuant to by-law 6.2.3 shall be conducted in accordance with the following:

- 1) The vote shall be by secret ballot, in which only DFA members who are in the bargaining unit are eligible to vote. The majority required is a majority of those voting. The vote shall not commence prior to the general meeting held in accordance with By-Law 6.2.2. Subject to this By-Law and By-Law 6.3.3, the timing of the vote shall be as determined by the Executive Committee of the DFA.

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- 2) In the event that final language of the new collective agreement is not yet settled, the vote on the proposed collective agreement shall constitute a tentative ratification vote, sufficient to authorize a return to work, but insufficient to authorize the signing and coming into force of the new collective agreement, which shall require a subsequent vote in compliance with By-Law 7. Otherwise, a single vote may satisfy the requirements of By-Laws 6.2.3 and 7.1.4.
- 3) Unless the general meeting held pursuant to By-Law 6.2.2 by majority vote decides to waive this By-Law 6.3.3, there shall be a minimum of 6 hours allowed for the conduct of a vote pursuant to By-Law 6.2.3.

6.4 Exception

By-Laws 6.2 and 6.3 do not apply where a strike is determined in advance to be of a specific duration, the ending of which is not contingent on reaching a new collective agreement.

Article 7: Ratification of Collective Agreement

- 7.1 No collective agreement negotiated with the employer shall take force without a ratification vote pursuant to 7.1.4.
 - 7.1.1 The Chief Negotiator (and/or other members of the Negotiating Team) shall meet with the DFA Executive and discuss the terms of any proposed agreement.
 - 7.1.2 The Executive Committee shall by majority vote decide whether to proceed to a ratification vote of any proposed agreement.
 - 7.1.3 If the decision of the Executive Committee is to proceed to a ratification vote, reasonable notice shall be given and a special General Meeting held to explain and discuss the terms of the agreement.
 - 7.1.4 A ratification vote shall be held by secret ballot, and any DFA member who is in the bargaining unit shall be eligible to vote.

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Article 8: Electronic Voting

- 8.1 **At the discretion of the Executive Committee, where a secret ballot vote is required by By-Law 3.5 and 3.6, By-Law 6.1, 6.2 and 6.3, or By-Law 7, voting will be done electronically.**

Article 9: Indemnification of Union Officers, Members of the Executive Committee, Other Standing Committees or Ad Hoc Committees of the Union or Under the DFA/Board of Governors Collective Agreement and Staff

- 9.1 The Union shall, in accordance with By-Law 9.2, indemnify its Officers, as well as Members of the Executive Committee, other standing or ad hoc committees of the Union or under the DFA/Board of Governors Collective Agreement, and its Staff, against all liabilities resulting from their actions in those capacities.
- 9.2 An Indemnity Agreement between the Union and the Officers/Members/Staff noted in By-Law 9.1 shall be in the form attached as Schedule "A" or in such other form as shall be determined from time to time by the Executive Committee.

Article 10: Committee Membership

- 10.1 The Membership of all DFA committees (e.g., Executive Committee, Council of Representatives, Grievance Committee) shall be identified on the DFA website.

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Schedule "A"

INDEMNITY AGREEMENT

THIS AGREEMENT made this _____ day of _____, 200_.

BETWEEN:

The DALHOUSIE FACULTY ASSOCIATION (The "Union")

OF THE FIRST PART

-and-

_____, of _____ (hereinafter called the "Member")

OF THE SECOND PART

Whereas the Union has agreed to indemnify its Officers as well as the Members of its Executive Committee, other standing or ad hoc committees of the Union or under the DFA/Board of Governors Collective Agreement against any and all liability resulting from their actions as Members or Officers or former Members and Officers pursuant to the terms of this Indemnification Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Union and the Member agree as follows:

Indemnity

- 1 (1) All references to the actions of a Member in the within agreement include actions as an Officer.
- (2) The Union will indemnify and save harmless the Member, the Member's heirs and legal representatives, against all costs, charges and expenses, including all defence costs on a solicitor and client basis, and including an amount paid to settle an action or to satisfy a judgment, incurred by the Member in respect to any civil, criminal or

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administrative action or proceeding to which the Member is made a party by reason of being or having been a Member (including allegations of gross negligence) whether such action or proceeding relates to matters, actions, events or occurrences before or after the date hereof.

Scope of Indemnity

2 The indemnity provided for herein shall apply in respect of any action by or on behalf of the Union to procure judgment in its favour to which the Member, the Member's heirs or legal representatives, is made a party by reason of being or having been a Member of the Executive Committee, other standing or ad hoc committees of the Union or under the DFA/Board of Governors Collective Agreement.

Expenses

- 3 (1) The Union will reimburse the Member for all expenses incurred by the Member in relation to such claim or action including, without limiting the generality of the foregoing, travel expenses at the standard union expense schedule where such expenses have been authorized by the Union provided however, such expenses shall not include any charges for lost time or profits of the Member.
- (2) Reimbursement of the Member shall be on an on-going basis, that is to say as expenses are suffered or incurred by the Member, so that the Member will not be required to carry the financial burden of the expenses owing to the Member until the expenses have been totally quantified, provided that the Union shall not be required to reimburse a Member more frequently than once a month.

Liability Insurance

- 4 (1) To the extent that the Member is covered by liability insurance through an insurer (hereinafter referred to as "the Insurer") the Member, as a condition of this indemnification, shall first rely upon such liability insurance before seeking recourse from this Indemnification Agreement. In the event that the Insurer denies liability in whole or in part, or such insurance has not been acquired, the Member shall be entitled to rely upon this Indemnification Agreement.
- (2) The right of the Union to defend and settle a claim in accordance with Paragraph 5 shall be subject to any right which an Insurer has to defend and settle the Claim.
- (3) The relationship between the Member and the Union with respect to the Insurer shall be governed by the following with the intention that the Member's entitlement to the benefit of the within indemnification will not be jeopardized by the existence of the insurance underwritten by the Insurer:

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- (a) if allowed by the terms of the insurance, the insurance shall be the first loss insurance and the indemnity herein shall apply only to losses which are not covered by the insurance;
- (b) otherwise, the Union shall be responsible for making whatever arrangements it may choose with the Insurer which will not adversely affect the Member; and
- (c) the Member's obligation shall extend only to giving those notices to the Insurer with respect to the claim which are required pursuant to the insurance coverage to the extent that the Member has knowledge of those requirements.

Subrogation

- 5 In the event that the Member calls upon this Indemnification Agreement, the Union shall, at its option, be subrogated to all rights of the Member, (including without limiting the generality of the foregoing), the right to commence an action against the Insurer for enforcement of the Member's insurance (if any) provided through Insurer. In the event this Indemnification Agreement is relied upon by a Member, the Union shall, at its option, have charge of the conduct of any action or proceeding arising out of any claim or action made against the Member and, without limiting the generality of the foregoing, shall have the sole right to make all decisions concerning the carriage of any claim or action. As a condition of this indemnification, the Member agrees to cooperate with the Union in the event this Indemnification Agreement is relied upon and the Union has taken charge of the conduct of any claim or action against the Member.

Termination

- 6 The Union shall have the right to terminate this Indemnification Agreement upon providing the Member with 30 days advance written notice. In the event of termination, this Indemnification Agreement shall continue to be in full force and effect for the period of time up to the date this Indemnification Agreement is terminated and shall continue to be in full force and effect indefinitely for all events and actions taken by the Executive Committee, other standing or ad hoc committees of the Union or under the DFA/Board of Governors Collective Agreement, or the Member during the period this Indemnification Agreement was in force.

Member resignation

- 7 The rights of the Member hereunder shall not be affected by the Member ceasing to be an Officer or Member of the Executive Committee, other standing or ad hoc committees of the Union or under the DFA/Board of Governors Collective Agreement, whether by resignation or by some other means.

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Notification

- 8 The Member shall use reasonable efforts to give written notice to the Union and to the Insurer of any circumstances which might lead to a claim, and shall give such notice within a reasonable time following the Member becoming aware of the claim. However, the failure of the Member to give any such notice shall not affect the Union's liability hereunder.

Construction

- 9 This Agreement shall be liberally construed, in such a manner as to afford the Member the maximum protection possible.

Notices

- 10 All notices under this Indemnification Agreement shall be deemed duly given:
- (1) upon delivery if delivered by hand; or
 - (2) three days after posting if sent by registered mail, receipt requested to a party hereto at the address set forth below or to such other address as designated by a party by notice pursuant hereto. Nothing in this Section shall prevent notice from being by any other means.

*Dalhousie Faculty Association
Dalhousie University
1443 Seymour Street
Halifax, Nova Scotia
B3H 4R2*

The Member

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Binding indemnification agreement

- 10 This Indemnification Agreement shall ensure to the benefit of the Member and the Member's heirs, executors, administrators and other legal representatives and shall be binding upon the Province and its successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be properly executed on the dates hereinafter set forth.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

Dalhousie Faculty Association

Witness

Member

Changes Approved DFA Executive Committee 19 April 2016

Approved Annual General Meeting 4 May 2016

Changes Approved DFA Executive Committee 5 April 2018

Approved Annual General Meeting 3 May 2018