OUR CONSTITUTION

Constitution of the Renison Association of Academic Staff

RENISON ASSOCIATION
OF ACADEMIC STAFF

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1.1 This organization, THE RENISON UNIVERSITY COLLEGE ACADEMIC STAFF ASSOCIATION, shall be known as Renison Association of Academic Staff and shall hereinafter be referred to as the "RAAS." Renison University College shall be referred to as the "University College."

ARTICLE 2 - OBJECTIVES

2.1 The purpose of the Association is to:

a) negotiate a Memorandum of Agreement (MoA) with Renison University College (“University College” or the “Employer”), that addresses employer-employee relations, including remuneration and working conditions of academic staff;

b) represent academic staff members who are covered by the MoA in matters arising from the interpretation, application, administration, or alleged violation of the agreement;

c) promote the welfare and equitable treatment of academic staff by negotiating and upholding sound policies, practices, and procedures;

d) protect academic freedom while advancing teaching, research, and other pursuits of academic staff at the University College;

e) promote collegial governance and safeguard academic integrity and human rights at the University College;

f) facilitate the exchange of ideas between academic staff and the broader University College community, as well as with the general public;

ARTICLE 3 - MEMBERSHIP

3.1 Membership of the RAAS shall include regular members and associate members.

3.2 Regular membership in the RAAS shall be open to academic staff members holding the rank of academic librarian, lecturer, assistant professor, associate professor, or professor. Within those ranks, a regular member must hold an appointment of one year or greater. Any person eligible to become a regular member of the RAAS shall become a member upon signing an Application for Membership. Membership shall continue until a change of status results in ineligibility for membership in the RAAS.

3.3 Associate membership in the RAAS is open to all retired members who held regular membership in the RAAS at the time of their retirement. Associate membership may also be extended to former members at the discretion of the Executive. Associate members may attend meetings of the RAAS but shall not vote and shall not be deemed eligible to hold elected positions or committee responsibilities.

3.4 Notwithstanding Article 3.1, academic staff employed by the University College who hold senior administrative positions (above Department Chair and Director) shall be excluded from membership in the RAAS. Senior administrators who hold an academic appointment are eligible for membership upon termination of their administrative appointment.

3.5 RAAS members on recognized leave from the University College are eligible to maintain their membership during the period of leave.

3.6 Once a definite term employee has signed a membership form, they shall not have to

3.7 Any member may withdraw from membership upon written notice to the RAAS.

ARTICLE 4 - FEES

4.1 Fees will be determined by RAAS members in a duly constituted meeting. Proposed changes to the fees are to be made by the Executive, with notice of the proposed change circulated to the RAAS members in writing at least 10 business days before the meeting. 50% plus one of those voting at the meeting shall be sufficient to approve a change.

4.2 Fees shall include membership in the Faculty Association of the University of Waterloo (FAUW), the Ontario Confederation of University Faculty Associations (OCUFA), and the Canadian Association of University Teachers (CAUT), subject to approval of the RAAS as a member or affiliate of those organizations.

4.3 Subject to the Memorandum of Agreement, the Association shall request that Renison University College require academic staff members covered by the MoA to authorize the deduction of fees from their wages and that such fees be remitted to the Association.

ARTICLE 5 - AFFILIATIONS

5.1 RAAS members shall be members or associate members of the FAUW, subject to approval of the RAAS as a member or an affiliate of the FAUW.

5.2 RAAS shall be a member of the CAUT, subject to approval of the RAAS as a member or affiliate of the CAUT.

5.3 RAAS shall be a member of the OCUFA, subject to approval of the RAAS as a member or

6.1 The Executive Committee of the Faculty Association shall consist of:

a) President

b) Vice President

c) Secretary and Treasurer

d) Past President (ex officio)

e) Lead Negotiating Officer

f) Grievance Officer

g) A representative of the Faculty Association of the University of Waterloo (*ex officio*, non-voting).

6.2 In the event of the retiring President being unable or unwilling to serve as the Past President, the Executive Committee may appoint a member to fill this office. The appointment shall take effect immediately but must be ratified by a simple majority vote of the membership via electronic ballot.

6.3 Only regular members in good standing are eligible to serve in an elected office. When a membership expires, the member's term in office shall come to an end immediately.

6.4 When a member of the Executive Committee is scheduled to go on sabbatical leave or any other recognized leave, they have the right to exercise one of three options:

i) continue to serve in their office during their sabbatical or leave;

iii) resign from their office, with a replacement elected by a simple majority vote of the membership via electronic ballot. In the case of a suspension from their term of office, the member shall return to the same position at the end of their sabbatical or leave and continue in that office until the next scheduled election for that position.

6.5 The Executive Committee officers shall be elected, as required, at least 10 business days prior to the Annual General Meeting. Confirmation of election results will be announced at the Annual General Meeting. Terms in office shall generally be for two years and shall commence on July 1 following the elections in the winter term.

6.6 Executive Committee officers are eligible for re-election. Service as President shall be limited to four consecutive years. Service on the Executive for any member shall be limited, whenever possible, to six consecutive years.

6.7 Candidates for the Executive Committee shall be nominated by the membership. Nominations and elections shall be conducted by the Past President. The Past President shall make a call for nominations at least one month prior to the Annual General Meeting.

6.8 Elections shall be conducted by electronic ballot at least 10 business days prior to the Annual General Meeting. When two or more persons are nominated, the candidate receiving the greatest number of votes shall be elected to office. In the event of a tie involving two candidates, a second electronic ballot of the full membership shall be conducted by the Past President.

6.9 Only regular members of the Association in good standing shall be entitled to vote or to be nominated for office.

6.11 The Lead Negotiating Officer and the Grievance Officer shall be appointed by the voting members of the Executive Committee for a two-year term and is renewable for three consecutive terms.

ARTICLE 7 - DUTIES OF THE EXECUTIVE COMMITTEE

7.1 **The President** shall:

a) preside at all meetings of the RAAS and at meetings of the Executive Committee;

b) enforce the RAAS' Constitution and be responsible for the smooth and efficient operation of the RAAS;

c) co-sign all cheques with the Treasurer or Vice-President and sign all contracts;

d) set the agenda for meetings of the RAAS and the Executive Committee;

e) represent the RAAS in its dealings with affiliated organizations, or designate another to serve in this capacity;

f) be the official spokesperson of the RAAS or designate another to serve in this capacity.

7.2 **The Vice President** shall:

a) perform the duties of the President in their absence or disability or refusal to act. In cases of vacancy, the Vice President shall succeed to the office of President until the election of a new President;

b) fulfill the duties assigned by either the President or the Executive Committee;

a) issue notices for meetings of the RAAS and the Executive Committee;

b) maintain all records, documents, and correspondence of the RAAS;

c) keep the minutes of the RAAS and the Executive Committee meetings.

7.4 **The Treasurer** shall:

a) be responsible for the care and custody of the funds and assets of the RAAS according to accepted practice;

b) present an account of the RAAS' finances at each General Meeting;

c) maintain, or cause to be maintained, books of account and make these available for inspection to the members of the RAAS' on request;

d) arrange for audits of RAAS accounts, as necessary.

7.5 **The Past President** shall:

a) fulfill the duties of the President or Vice President in their absence;

b) represent the President as needed;

c) serve as returning officer for all nominations and elections, or designate another member to fulfill this task if nominated for an official position.

7.6 **The Lead Negotiating Officer** shall:

a) chair the Negotiation Committee comprised of members from each academic unit to

a) represent the association in grievance or dispute resolution procedures negotiated in the MoA;

b) assist members with any problems arising with the University College regarding terms and conditions of employment and application of policy (e.g. tenure and promotion issues, annual performance reviews, and pension and benefits issues);

c) serve an advisory role in the development and revision of relevant University College policies and work to inform members about such matters;

d) train and prepare other members to provide assistance, as needed.

7.8 **The Executive Committee** shall:

a) administer the affairs of the RAAS in all things, subject to the approval of the membership;

b) make or cause to be made for the RAAS, in its name, any kind of contract which the RAAS may lawfully enter into;

c) determine the charge for, and appoint members to, the standing and the ad hoc committees of the RAAS;

d) appoint the **Lead Negotiating Officer** and **Grievance Officer** as well as the representatives to the FAUW, OCUFA, and CAUT;

e) represent membership in University College policy development, and ensure that the membership is appropriately consulted and informed at all stages;

7.9 **The Executive Committee** may suspend a member of the Executive Committee who contravenes the policies, rules, or regulations of the Executive Committee and/or the RAAS.

Without limiting the generality of the foregoing, a member may be removed by the Executive Committee for:

a) inability to perform their duty for any reason (e.g. health);

b) dereliction of duty; and

c) breach of confidentiality.

A motion by the Executive Committee to remove a member from the Executive Committee must be supported by a two-thirds majority vote, with the member under question abstaining from the vote. Notice of a motion to remove a member from the Executive Committee must be provided to the membership in writing prior to a call for a general meeting. The decision to remove a member of the Executive Committee must be placed before the membership for acceptance or rejection by a simple majority vote at a general meeting held within 30 business days of the written notice, pending which the member shall be suspended from the Executive Committee.

ARTICLE 8 - COMMITTEES

8.1 There shall be Standing Committees on:

a) Compensation and Workplace Policy Negotiations

b) Equity and Inclusion

8.3 **The Compensation and Workplace Policy Negotiations Committee** shall represent the RAAS in negotiations with the University College as per the MoA. The Chairperson of the committee will be the Lead Negotiating Officer. Committee members shall be appointed from different academic units by the voting members of the Executive Committee.

8.4 **The Equity and Inclusion Committee** shall address issues of equity and inclusion with regards to marginalized groups including, but not limited to, those defined by gender identity, gender expression, race, ability, sexual orientation, national origin, and creed within the University College and the RAAS. The Chairperson of the committee will be designated by the committee members. Committee members shall be appointed from different academic units by the voting members of the Executive Committee.

8.5 The Chairperson of each standing committee, or their designate, shall report the activities of the committee to the Executive Committee as requested and to the general membership at least once a year at the Annual General Meeting.

8.6 *Ad hoc* committees may be established or abolished by a majority vote at any Executive Committee or general meeting of the RAAS.

8.7 Committees of the RAAS shall generally have no fewer than three members in addition to the Chairperson. Committee appointments shall be for two years and are renewable. Standing committee members will be appointed by the Executive Committee in consultation with the appointed Chairperson of that committee. Each Standing Committee shall meet at the call of its Chairperson or at the call of any two of its members.

ARTICLE 9 - MEETINGS OF THE RAAS

9.2 At least 10 business days' notice in writing of all regular meetings shall be given to RAAS members. Adequate but shorter notice in writing may be necessary in cases of emergency meetings.

9.3 Special meetings of the RAAS and meetings of the Executive Committee shall be held at the call of the President.

9.4 The President must call a meeting of the Association within 20 business days of the receipt of a written request of 40% of regular RAAS members or any four members of the Executive Committee.

9.5 Failure of a RAAS member to receive notification of meeting will not invalidate any proceedings taken thereat.

ARTICLE 10 - QUORUM

10.1 Quorum for a meeting of the RAAS shall be 30% of regular RAAS members. If, at a duly advertised meeting, it is established that there is no quorum, at the next meeting a quorum will be deemed to exist no matter how many attend.

10.2 At Executive Committee meetings, four voting members of the Executive Committee shall constitute a quorum.

10.3 At Committee meetings, a majority of the serving members of the committee shall constitute a quorum.

ARTICLE 11 - VOTING PROCEDURES and RULES OF ORDER

11.3 The Chair of an ad hoc or standing committee of the RAAS shall have a regular vote. In the case of a tie vote, the motion shall be held to fail.

11.4 *Robert's Rules of Order* (Newly Revised) shall govern the RAAS in any matters wherein they are not superseded by this Constitution, special rules of order, and such other policies as may be approved by the membership at a meeting of the RAAS.

11.5 Academic staff of any academic unit represented by the RAAS who are not RAAS members are entitled to attend and have the speaking privileges of members at meetings. As nonmembers of the RAAS, they cannot move, second, or vote on motions. Members can vote to move in camera at which time non-members may be asked to leave.

ARTICLE 12 - FINANCIAL MATTERS

12.1 Every member of the Executive Committee who has, directly or indirectly, any interest in a contract or transaction to which the RAAS is, or is to be a party, other than as a RAAS member, shall declare their interest in such contract or transaction.

12.2 Except for reasonable expenses, release time, or course buyouts, officers, committee members, and other members volunteering their time shall not generally be remunerated for their activities on behalf of the RAAS.

12.3 Every officer or other person undertaking any action or liability on behalf of the RAAS either within the scope of their office or with the express authority of the RAAS, shall be indemnified and saved harmless out of the funds of the RAAS from and against:

a) any and all costs, charges, and expenses sustained or incurred in relation to the affairs of

them in the execution of their duties, unless such costs, charges, damages, or expenses are occasioned by their own willful neglect or default.

12.4 The property and assets of the RAAS shall belong to the RAAS as an entity; it shall not constitute the property of any individual, and no member shall have any claim upon the property and assets of the RAAS on ceasing to be a member or at any time thereafter.

12.5 In the event of the dissolution or wind-up of the RAAS, all assets shall be assigned to a successor organization of academic staff at the University College. Should a successor organization not exist at the time of dissolution or wind-up, the assets shall be transferred to a person or corporation designated by the Executive Committee as trustee. The trustee shall pay all liabilities and hold all remaining assets on terms and conditions established by the Executive Committee pending the establishment of a successor organization. Should no successor organization be established within two years of wind-up of the Association, any remaining assets of the Association shall be turned over to the Faculty Association of the University of Waterloo (FAUW) to advance the collective defence of equity at the University of Waterloo.

ARTICLE 13 – REVISION of the MEMORANDUM of AGREEMENT

13.1 The Executive Committee must seek approval of any new or renewal MoA negotiated between the RAAS and the University College. The voting constituency for a vote to accept or reject an agreement is all members of the academic staff covered by that agreement regardless of whether those members of the academic staff are members of the Association. The vote must be conducted by secret ballot. An agreement is accepted if more than 50% of

circulate them to RAAS members at least 10 business days before the meeting. Constitutional changes must be ratified by a two-thirds vote of the members attending said meeting.

OUR SERVICE AGREEMENT WITH FAUW

Service Agreement

between the

Renison Association of Academic Staff (hereinafter called RAAS)

and the

Faculty Association of the University of Waterloo (hereinafter called FAUW)

The parties agree to the following terms:

1. Effective Date

This Agreement shall take effect on the 1st day of January, 2019 (the “Effective Date”).

2. Affiliation

2.1. As of the Effective Date, RAAS and FAUW accept affiliation within the meaning of their respective Constitutions.

2.2. RAAS members will be recognized as affiliate members of FAUW, entitled to receive communications, access services, participate in events and workshops, and serve on FAUW

2.3. Individuals will not be permitted to concurrently be full voting members of both RAAS and FAUW. As such, any person who is charged dues by RAAS will not be eligible for regular voting membership in FAUW.

2.4. The RAAS president or their delegate shall be a non-voting member of the FAUW Board of Directors.

2.5. The FAUW president or their delegate shall be a non-voting member of the RAAS Executive Committee.

3. Constitutions

The Constitutions of RAAS and FAUW shall remain in effect and be applicable to their respective members, and shall be amended at the absolute discretion of the respective parties.

4. Assets and Liabilities

The assets and liabilities of RAAS and FAUW as at the Effective Date shall remain the assets and liabilities of the respective parties. Subsequent to the Effective Date, any assets obtained from funds of RAAS shall remain the property of RAAS; assets obtained from funds of FAUW shall remain the property of FAUW.

5. Collection and Use of Dues

5.1. Members of RAAS shall pay dues and assessments at rates determined in accordance with RAAS's Constitution.

5.3. FAUW shall deduct from the RAAS Dues an amount equal to the dues that FAUW charges to its members, as determined by FAUW from time to time in accordance with its Constitution. FAUW shall remit any remaining portion of the RAAS Dues to RAAS on a monthly basis together with a list of the members from whom dues were deducted and the total amount deducted from each.

5.4. Out of the portion of RAAS Dues retained by FAUW, FAUW shall remit dues on behalf of RAAS members directly to CAUT and OCUFA.

5.5. Should RAAS join, belong to, or otherwise commit to paying regular dues or similar payments to any other organization(s), then RAAS may direct FAUW to remit such dues directly to such organization(s). If these payments are deemed significant by FAUW then FAUW may request additional funds from RAAS to compensate for the additional expenditure.

5.6. This section 5 will take effect as of (i) the Effective Date of this Agreement or (ii) the date negotiated between RAAS and Renison University College to commence remitting the RAAS Dues (the "Remittance Date"), whichever is later. If the Remittance Date is later than July 1, 2019, FAUW may opt to terminate this Agreement without further Notice or to require renegotiation by the parties.

6. RAAS Funds

6.1. From the funds remitted to RAAS, RAAS shall cover its own administrative expenses, insurance expenses, any expenses related to interest arbitration (i.e. arbitration arising from the process of negotiating compensation or collective bargaining), any and all expenses related to its participation in CAUT and OCUFA events and other such activities, and any

expenses associated with legal or other professional advice deemed necessary by RAAS, retroactively or prospectively.

7. Directors and Officers

Liability Insurance. FAUW will seek to have RAAS added to its directors and officers liability insurance policy as a named insured. If accepted by FAUW's insurer, RAAS will be responsible for any increase in premiums related to its addition to the policy. If either RAAS or FAUW makes a claim against the policy, the party making the claim will be solely responsible for the deductible incurred. If FAUW's insurer is not willing to add RAAS to the FAUW policy, RAAS will obtain independent directors and officers liability insurance.

8. FAUW Services to RAAS

The services provided by FAUW to RAAS shall include, but not be limited to:

- employment relations expertise and advice primarily as it relates to contract negotiations, policy development, and member support (including dispute resolution and grievances);

- assistance with conducting surveys of RAAS members and other communications activities as described in section 12 below;

- assistance conducting elections of RAAS Executive and facilitating electronic votes of the RAAS membership as needed.

9. Negotiations

9.1. RAAS will name and maintain its own chief negotiator and negotiating team.

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9.3. FAUW shall provide RAAS with salary negotiation and policy development support as needed, including consultation and advice from FAUW representatives and staff, subject to availability.

10. Grievances

10.1. RAAS will name its own its own grievance officer. FAUW shall provide RAAS with contract dispute resolution/grievance representatives and staff support, as needed but subject to availability.

10.2. The RAAS grievance officer will be a member of FAUW's Academic Freedom & Tenure Committee.

10.3. Rights and obligations of carriage in matters of grievance and arbitration relating to RAAS members shall be retained by RAAS and not shared by FAUW.

10.4. If a RAAS member contacts FAUW for assistance with any matter relating to their employment at Renison University College, FAUW will refer the individual to the RAAS grievance officer. If desired, RAAS may engage FAUW support, subject to availability as per section 10.1 above.

11. Grievance Arbitration Procedures

11.1. Should any arbitration arise from grievances filed against Renison University College, the parties agree that the decision to advance a grievance to arbitration shall be made jointly by the FAUW Board and RAAS Executive Committee, subject to the quorum and approval requirements of each committee.

FAUW Board to discuss the case and arrive at a decision. Those deliberating shall not act in a discriminatory or arbitrary manner, or in bad faith.

11.3. If both FAUW and RAAS decide to advance the grievance to arbitration, subject to the limitations described in section 11.4 below, the association-side costs associated with that arbitration shall be divided between the parties as follows: RAAS, 15% of the first $10,000; FAUW, 85% of the first $10,000, and 100% of amounts greater than $10,000.

11.4. The parties understand and acknowledge that pursuant to its Memorandum of Agreement with the University of Waterloo, FAUW does not have carriage of individual member grievances. FAUW provides financial support for individual and/or group grievances on a case by case basis in accordance with the "FAUW Process and Criteria for the Financial Support of Grievance Cases" (the FAUW Process) attached to this agreement as Appendix A.

FAUW's financial support to RAAS for individual and/or group grievances by RAAS members will be subject to the limits contained in the FAUW process, as it may be amended from time to time. This is to ensure that FAUW and RAAS members are entitled to the same levels of financial support from FAUW. This clause does not prevent RAAS from offering greater financial support from its independent funds. The FAUW Process and limits do not apply to association grievances.

11.5. Notwithstanding s.11.1, In the event that the RAAS Executive Committee wishes to advance a grievance to arbitration but the FAUW Board is opposed to advancing it, or for any other reason, RAAS may do so unilaterally, but must then assume responsibility for any and all charges, expenses and liability relating to that action.

RAAS and FAUW will work cooperatively to develop a communication plan such that social media, websites and other means of communication to members are appropriately accessible to both parties.

13. CAUT Council. RAAS shall retain its right to send a delegate to CAUT Council at RAAS's expense and shall also retain its right to petition CAUT directly for such assistance or relief as may be available to defray the costs of attending Council. The RAAS shall maintain a similar political independence with respect to OCUFA and all other organizations with which it may be affiliated or allied.

14. **Term of the Agreement**

14.1. The Agreement shall be binding and remain in effect from the Effective Date until and including the 31st day of December, 2021. All provisions of this Agreement shall, unless otherwise stated, be effective from the date of the signing of this Agreement.

14.2. This Agreement shall continue from year to year after the 31st day of December, 2021 unless either party gives the other party Notice that it desires termination or renegotiation of the Agreement.

14.3. Should either FAUW or RAAS be certified as a labour union by the Ontario Labour Relations Board, this Agreement shall continue unless either party gives the other Notice that it wishes to terminate or renegotiate.

14.4. Either party may terminate this Agreement for reason or for no reason with Notice, or if prior to such action, the other party materially breaches any of its representations, warranties

14.5. Notice under this section shall be delivered to the other party in writing no less than 90 calendar days in advance unless otherwise agreed by both parties.

14.6. In the event that this Agreement is terminated for any reason, both parties will use best efforts to ensure that FAUW and RAAS members retain uninterrupted access to core services, particularly relating to grievances and dispute resolution, and will negotiate in good faith to facilitate a smooth transition.

15. Record Keeping

15.1. FAUW shall keep a record of services provided to RAAS. This record shall include both monetary expenditures and the approximate time spent by FAUW officers, volunteers, and staff on RAAS's behalf. This information shall be shared between the parties on an annual basis.

15.2. RAAS shall maintain its own financial and other records, and shall be responsible for meeting any audit or other requirements applicable to it under law.

16. Confidentiality

The parties understand that the nature of this agreement necessarily involves the sharing of confidential and sensitive information about both parties and their members that could be harmful if disclosed. During the term of this agreement and indefinitely thereafter, FAUW and RAAS shall not, and shall cause each of their directors, officers and representatives not to disclose any confidential information of the other or of their respective members, except as authorized by the other party or required by law.

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