

**CONSTITUTION of the Renison Association of Academic Staff**

(Created on February 9, 2018)

**ARTICLE 1 - NAME**

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;
- g) encourage co-operation between academic staff and their counterparts at the University of Waterloo and other Universities;
- h) advance the shared interests of RAAS and its affiliates.

**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 renew that form again, even if there is an interruption between contracts. For purposes of representing an academic staff member in resolving a grievance matter arising from their employment at the University College, the Association shall continue to support said member until the matter is finally resolved.

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 affiliate of the OCUFA.

5.4 RAAS may affiliate with other organizations whose objectives are broadly consistent with its own.

## **ARTICLE 6 - EXECUTIVE COMMITTEE**

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;

ii) suspend their term of office for the duration of their sabbatical or leave, with a replacement appointed by the Executive;

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.

6.10 In the event that an office becomes vacant, the vacancy can be temporarily filled by the Executive Committee until an individual is elected into the vacant office by action of the membership via electronic ballot.

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;
- c) oversee the communications activities of the RAAS;
- d) co-sign all cheques with the Treasurer or the President.

7.3 The Secretary shall:

- 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 be appointed by the Executive Committee;
- b) serve as the Lead Negotiator for each academic unit for the RAAS.

7.7 The Grievance Officer shall:

- 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;
- f) develop the RAAS' internal grievance procedures, and ensure members' rights and the RAAS' interests are adequately protected;
- g) determine if a grievance should proceed to arbitration.

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

8.2 Standing Committees may only be established or abolished by a two-thirds majority vote at a general meeting of the RAAS, following no fewer than 10 business days' notice of motion.

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**

9.1. The Annual General Meeting of the RAAS will be held in the winter term of each year. A second General Meeting of the RAAS shall be held at least once each year, generally in the fall semester.

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**

11.1 The Chair of a meeting of the RAAS shall not vote except in case of a tie, and shall then cast the deciding vote.

11.2 The Chair of a meeting of the Executive Committee shall have a regular vote. In the case of a tie vote, the motion shall be held to fail.

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 non-members 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 the RAAS, and
- b) any and all costs, charges, damages, and expenses sustained or incurred with respect to any action, suit, or proceeding brought against them for any act or thing done or permitted by 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 defense 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 those voting vote in favour of approval.

#### **ARTICLE 14 - REVISION OF CONSTITUTION**

14.1 Amendments to this Constitution may be approved by the membership at any meeting of the RAAS. Proposed amendments must be forwarded to the Secretary and Treasurer, who will circulate them to RAAS members at least 10 business days before the meeting. Constitutional changes must be ratified by a two-third vote of the members attending said meeting.

Ratified on \_\_\_\_\_ by the members of the Renison University College Faculty Association and signed at Waterloo, Ontario.