

# **CONSTITUTION of the St. Jerome's University Academic Staff Association**

(As amended on April 7, 2014, and revised April 4, 2018)

## **ARTICLE 1 - NAME**

1.1 This organization shall be known as THE ST. JEROME'S UNIVERSITY ACADEMIC STAFF ASSOCIATION. It shall also be known as SJU-ASA and shall hereinafter be referred to as the "Association." St. Jerome's University shall be referred to as the "University."

## **ARTICLE 2 - OBJECTIVES**

2.1 The purpose of the Association is to:

- 1) promote the welfare of the academic staff of the University, keeping in mind the good of the University as a whole;
- 2) bargain collectively on behalf of academic staff at the University in all of employer-employee relations, including remuneration and working conditions;
- 3) protect academic freedom while advancing teaching, research, and other pursuits of the academic staff at the University;
- 4) promote collegial governance and safeguard the academic integrity of the University;
- 5) facilitate the exchange of ideas between the Association and the broader University community, as well as with the general public;
- 6) encourage co-operation between the academic staff of this University and the academic staffs of other Universities;
- 7) advance the shared interests of the Association and its affiliates.

## **ARTICLE 3 - AFFILIATIONS**

3.1 All members of the Association shall be members of the Canadian Association of University Teachers, also known as CAUT.

3.2 All members of the Association shall be members of the Ontario Confederation of University Faculty Associations, also known as OCUFA.

3.3 The Association may affiliate with other organizations whose objectives are broadly consistent with its own.

#### **ARTICLE 4 - MEMBERSHIP**

4.1 Membership in the Association shall consist of regular members and associate members.

4.1.1 Once a person has signed a membership form, they shall not have to renew that form again, even if there is an interruption in their eligibility.

4.2 Regular membership in the Association shall be open to all members of the Bargaining Units of the Association at St. Jerome's University. Any person eligible to become a regular member of the Association 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 Association. All members of the Association on the date of the adoption of this article (4.2) shall continue to be members of the Association.

4.3 Associate membership in the Association is open to all retired members who held regular membership in the Association 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 Association but shall not vote and shall not be deemed eligible to hold elected positions or committee responsibilities.

4.4 Members on recognized leave from the University are eligible to maintain their membership in the Association during the period of leave.

4.5 For the purposes of participating in Association activities and governance, definite term appointment or contract academic staff employees shall be considered eligible members of the Association for one calendar year from the contract start date of their last employment contract at the University or the expiration of any seniority rights they may have accrued, whichever comes last.

4.6 Any member may withdraw from membership upon written notice to the Secretary of the Association.

#### **ARTICLE 5 - DUES**

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

## **ARTICLE 6 - EXECUTIVE COMMITTEE**

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

- 1) President
- 2) Vice President
- 3) Secretary
- 4) Treasurer
- 5) Past President (ex officio)
- 6) Liaison Officer Full-Time Bargaining Unit
- 7) Liaison Officer Contract Academic Staff Bargaining Unit

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

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

6.2.1 It is the expectation that the Past President will serve for a minimum of one year. At the end of one year the Past President may remain on the Executive, serving in the role as Past President, or they may choose to resign from the Executive.

6.2.2 In the event of the retiring President being unable or unwilling to serve as the Past-President, the Executive Committee shall appoint a previous President to fill this office. The appointment shall take effect immediately but must be ratified by the membership by a simple majority vote at the next general meeting of the Association. This appointment will be served in accordance with 6.2.1.

6.3 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;
- iii) resign from their office.

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.

6.4 During a time of collective bargaining, when a member of the Executive

Committee serves as Chief Negotiating Officer or as part of the Negotiation Committee, they must step down from the Executive Committee until the ratification of the Collective Agreement by both parties. At that time, the member shall return to the same position and continue in that office until the next scheduled election for that position.

6.5 The Executive Committee will contain at least one member from each of the bargaining units represented by the Association.

6.7 The Executive Committee officers (President, Vice President, Secretary, Treasurer, Liaison Officer Full-Time Bargaining Unit, and Liaison Officer Contract Academic Staff Bargaining Unit) shall be elected at the Annual General Meeting, as required. Terms in office shall generally be for two years and shall commence on July 1 following the elections in the winter term. Executive Committee officers are eligible for re-election.

6.8 Candidates for the Executive Committee's officer positions shall be nominated by the Nominations and Elections Committee. The Nominations and Elections Committee will inform members of the Association of the nominations at least 10 days in advance of the Annual General Meeting. The Nominations and Elections Committee shall make every effort to ensure equitable representation of the membership on the Executive Committee. Additional nominations can be made by a motion from the floor at the Annual General Meeting.

6.9 Nominations for the position of Liaison Officer Full-Time Bargaining Unit will be restricted to full-time members. Nominations for the position of Liaison Officer Contract Academic Staff Bargaining Unit will be restricted to CAS members. Voting for the position of Liaison Officer Full-Time Bargaining Unit will be restricted to full-time members. Voting for the position of Liaison Officer Contract Academic Staff Bargaining Unit will be restricted to CAS members.

6.10 Elections shall be conducted by secret ballot following the close of nominations for each position. Elections shall generally proceed in the following order: President, Vice President, Secretary, Treasurer, Liaison Officer Full-Time Bargaining Unit, and then Liaison Officer Contract Academic Staff Bargaining Unit. When two persons are nominated, the candidate receiving the greatest number of votes shall be elected to office. If more than two persons are nominated, the person receiving the fewest votes shall be removed from the ballot and the process continued until a candidate is elected. In the event of a tie involving two candidates, a second ballot of the appropriate membership shall be conducted by the Nominations and Elections Committee within 10 days of the Annual General Meeting.

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

6.12 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 at the next Annual General Meeting.

6.13 The Grievance Officer(s) shall be appointed by the voting members of the Executive Committee for a two-year term.

## **ARTICLE 7 - DUTIES OF THE EXECUTIVE COMMITTEE**

7.1 The President shall:

- 1) preside at all meetings of the Association and at meetings of the Executive Committee;
- 2) enforce the Association's Constitution and By-Laws, be responsible for the smooth and efficient operation of the Association;
- 3) normally co-sign all cheques with the Treasurer or Vice-President and sign all contracts;
- 4) set the agenda for meetings of the Association and Executive Committee;
- 5) represent the Association in its dealings with affiliated organizations, or designate another to serve in this capacity;
- 6) be the official spokesperson of the Association or designate another to serve in this capacity.

7.2 The Vice President shall:

- 1) perform the duties of the President in the President's 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;
- 2) fulfill the duties assigned by either the President or the Executive Committee;
- 3) normally co-sign all cheques with the Treasurer or President.

7.3 The Secretary shall:

- 1) issue notices for meetings of the Association and the Executive Committee;
- 2) maintain all records, documents, and correspondence of the Association;
- 3) keep the minutes of Association and Executive Committee meetings.

7.4 The Treasurer shall:

- 1) be responsible for the care and custody of the funds and assets of the Association according to accepted practice;
- 2) present an account of the Association's finances at each General Meeting;
- 3) maintain books of account and make these available for inspection to the members of the Association on request;
- 4) arrange for audits of the Association accounts, as necessary.
- 5) normally co-sign all cheques with the President or Vice President.

7.5 The Past President shall:

- 1) fulfill the duties of the President or Vice President in their absence;
- 2) represent the President as needed;
- 3) organize nominations and elections.

7.6 Liaison Officers shall serve as links between the Executive and their respective constituencies and shall bring to the Executive issues raised by members within their respective constituencies. Liaison Officers shall also serve to inform and mobilize their constituents as deemed necessary by the Executive and shall be responsible for the development and provision of a communication network that will ensure the transmission and/or reception of information between them and their constituents.

7.7 The Executive Committee shall appoint a Chief Negotiating Officer for each of the Bargaining Units represented by the Association.

7.8 The Chief Negotiating Officer(s) shall:

- 1) chair the Negotiation Committee for each Bargaining Unit;
- 2) serve as the Chief Negotiator for each Bargaining Unit for the Association.

7.9 The Grievance Officer(s) shall:

- 1) ensure that grievances brought from their Bargaining Unit to the Association's attention are dealt with in an appropriate and expeditious fashion;
- 2) represent members of their Bargaining Unit in grievance meetings with

the employer;

- 3) train and prepare other members of their Bargaining Unit to serve as grievance representatives, as needed.

7.10 The Executive Committee shall:

- 1) administer the affairs of the Association in all things, subject to the approval of the membership;
- 2) make or cause to be made for the Association, in its name, any kind of contract which the Association may lawfully enter into;
- 3) determine the charge for, and appoint members to, the standing and ad hoc committees of the Association;
- 4) appoint the Chief Negotiating Officer and Grievance Officer(s) for each of the Bargaining Units as well as the OCUFA Director and representative to CAUT Council;
- 5) develop general collective bargaining policy, and ensure that the membership is appropriately consulted and informed at all stages of the collective bargaining process;
- 6) develop the Association's internal grievance procedures, and ensure that members' rights and the Association's interests are adequately protected;
- 7) determine if a grievance should proceed to arbitration.

7.11 The Executive Committee may suspend a member of the Executive Committee or who contravenes the policies, rules, or regulations of the Executive Committee and/or Association. Without limiting the generality of the foregoing, a member may be removed by the Executive Committee for:

- (i) inability to perform one's duty for any reason (e.g. health),
- (ii) dereliction of duty,
- (iii) of confidentiality.

A motion by the Executive Committee to remove a member from the Executive Committee must be supported by a 2/3 majority vote, with the member under question abstaining from the vote. 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 days, pending which the member shall be suspended from the Executive Committee.

## **ARTICLE 8 - COMMITTEES**

8.1 Normally there shall be Committees on:

- 1) Negotiation
- 2) Equity and Diversity

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

8.3 The Negotiation Committee shall represent the Association in negotiations with the University. The Chief Negotiating Officer of each bargaining unit shall be appointed by the voting members of the Executive Committee and shall serve as the Chair of the respective Negotiation Committee.

8.4 The Equity and Diversity Committee shall address issues of equity and diversity with regards to marginalized groups including, but not limited to, those defined by gender, race, disability, sexual orientation, and religion within the University and the Association.

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

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

8.7 Committees of the Association shall generally have no fewer than 2, and no more than 4, members in addition to the Chair. Committee appointments shall be for two years and are renewable. Committee members will be appointed by the Executive Committee in consultation with the appointed Chair of that committee. Each Committee shall meet at the call of its Chair or at the call of any two of its members.

## **ARTICLE 9 - MEETINGS OF THE ASSOCIATION**

9.1. The Annual General Meeting of the Association will be held in the Winter Term of each year. A second General Meeting of the Association shall be held at least once each year, generally in the Fall term.

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

9.3 Special meetings of the Association 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 21 days of the receipt of a written request of 16 members or 40% of the members of the Association, whichever is lower, or any four members of the Executive Committee.

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

## **ARTICLE 10 - QUORUM**

10.1 Quorum for a meeting of the Association shall be 13 members or 30% of the members of the Association whichever is lower. 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 AND PARLIAMENTARY PROCEDURES**

11.1 The Chair of a meeting of the Association shall not vote except in case of a tie vote, 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 a committee of the Association 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 Association 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 Association.

11.5 Members of any bargaining units represented by the Association who are not members of the Association are entitled to attend and have the speaking privileges of members at meetings. As non-members of the Association, they can not 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 - REVISION OF CONSTITUTION**

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

## **ARTICLE 13 - FINANCIAL MATTERS**

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

13.2.1 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 Association.

13.2.2 Where the Collective Agreement allocates course release(s) by the Employer to the Association, the Executive will grant the President one course release per academic year.

13.2.3 If the President chooses not to accept the course release it may be reassigned by the Executive.

13.2.4 The Executive will report annually to the Membership the allocation of all course releases.

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

- 1) any and all costs, charges, and expenses sustained or incurred in relation to the affairs of the Association, and
- 2) 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 her/his own willful neglect or default.

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

13.3 In the event of the dissolution or wind-up of the Association, all assets shall be assigned to a successor organization of academic staff at the University. 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 Harry Crowe Foundation to advance the collective defense of academic freedom.

Ratified on March 10, 2009 by the members of the St. Jerome's University Academic Staff Association and signed at Waterloo, Ontario.

Amended on:

June 16, 2009

January 28, 2010

April 5, 2012

March 26, 2013

April 7, 2014

\_\_\_\_\_ David Seljak, President

\_\_\_\_\_ Cynthia Struthers, Vice-President

\_\_\_\_\_ B.J. Rye, Secretary

\_\_\_\_\_ Tristanne Connolly, Treasurer