

University of Waterloo



# **STAFF ASSOCIATION**

2021-05-17

## **Memorandum of Agreement between the University of Waterloo Staff Association and the University of Waterloo**

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# Memorandum of Agreement between University of Waterloo Staff Association and University of Waterloo

## 1. Preamble

### 1.1. General

- 1.1.1. The Parties to this agreement are the University of Waterloo Staff Association (UWSA), and the University of Waterloo (UW), hereafter referred to as the Association and the University respectively. Association members will hereafter be referred to as Members.
- 1.1.2. The University recognizes the Association's Constitution and Bylaws (see Appendix A), hereafter referred to as the Constitution, as the sole governing rules of the Association.
- 1.1.3. The University recognizes the Association as the sole representative of UW staff, as defined in Article 2, hereafter referred to as Staff.
- 1.1.4. Recognition of the Association under this Agreement does not constitute voluntary recognition equivalent to certification.
- 1.1.5. This Agreement is a "special plan" agreement negotiated between and ratified by the Parties.

### 1.2. This Agreement has the following purposes:

- 1.2.1. to foster a mutually beneficial relationship for the betterment of both Parties; and
- 1.2.2. to describe principles and general approaches for developing University Policies concerning terms and conditions of employment; and
- 1.2.3. to define and describe the relationship between the University and the Association, to provide for regular communication and consultation between the University and the Association, and to provide a means for resolving differences which may arise between them.

### 1.3. The University and the Association agree:

- 1.3.1. to encourage within the University community a climate of collegiality, responsibility, and mutual respect; and
- 1.3.2. to foster harmonious relations and a working environment that enables individual Staff to achieve the goals and objectives of the University; and

- 1.3.3. to ensure the equitable treatment of individual Staff through fair procedures and practices.

## 2. Recognition and Rights of the Association

### 2.1. Definition of Staff

- 2.1.1. For the purposes of this Agreement, Staff shall include all employees who are assigned a USG grade with the exception of those positions listed in 2.1.2.
- 2.1.2 All members of UW Executive Council, all Associate Vice-President, all Associate Provost and the UW positions listed below are excluded from membership in the Association:

Assistant University Secretary  
Associate Director, Financial Systems and Controls  
Associate Director, Management Reporting and Budgets  
Associate University Secretary  
Director of Finance  
Director, Human Resources, Client Services  
Director, Human Resources, Total Compensation  
Executive Director, Office of the President  
Executive Officer, Academic, Office of the Vice President Academic and Provost  
General Legal Counsel  
Manager, Immigration & Visa Support Services

### 2.2. Facilities

- 2.2.1. The University shall provide the following to the Association, without charge: a centrally located set of offices suitably serviced and maintained; use of the University's internal postal service; bookable meeting rooms; and other such facilities that are normally available to University departments.
- 2.2.2. The University shall provide the Association with reasonable access, on the same basis and at the same rates as for departments, to other internal services such as telephone, computing, reproduction, and audio-visual services.
- 2.2.3. The University agrees to take appropriate measures to uphold the security and privacy of the Association and agree that all Association information and data in the possession of the University are the sole property of the Association This includes Association data stored on UW internal services, such as email, file storage, web services, and document storage.

## 2.3. Release Time

The work of the Association is critical to the development and preservation of a healthy working environment and collegial relationship between Staff and the University's senior administration. UWaterloo has a history of cordial and productive staff relations that has resulted in collaboration to ensure we have fair and equitable policies and problem resolution processes. The Association has been pivotal to building and maintaining this relationship.

- 2.3.1. The University recognizes and supports the need for time away from a Member's regular University position to fulfill the duties required by the Association. Release time allows Association Directors and Officers appropriate preparation time for meetings, research, discussion and administration of their role as the official representatives of Staff in the University. The work of Association Directors and Officers who serve on University Committees and on Association business requires a variety of skills and experience that complement and enhance their personal and professional development. For those granted Release Time, the UW Provost or designate shall inform the head of the Member's department in writing that this person is being granted this time and the value of the service to the UW.
- 2.3.2. Release time shall be taken at the discretion of the Member and should be taken so that their regular University position is affected as minimally as possible.
- 2.3.3. Directors and Officers receive Release Time as may be determined by the Staff Relations Committee

## 2.4. The President

- 2.4.1. The President shall be granted 100% Release Time from their regular University position and the University agrees to support and formally acknowledge this release time by means of a letter to the head of the President's originating department.
- 2.4.2. The University agrees to fund 50% of the salary of the President to a maximum of the job value of a University Support Group (USG) paygrade 6, 37.5 hrs/wk position. The remainder of the Association President's salary shall be paid by the Association.
- 2.4.3. It is also agreed that:
  - 2.4.3.1. the President's benefits will continue to be funded by the University of Waterloo; and
  - 2.4.3.2. at the end of the President's term they will return to the same position they previously held; and

2.4.3.3. during the Presidents' term, their Annual Performance Appraisal rating shall remain the same as the year prior to becoming President; and

2.4.3.4. the President's performance will be assessed solely by the Association.

## 2.5. Officers

2.5.1. Association Officers are those Members as defined by the Association's Constitution.

## 2.6. Membership in the Association

2.6.1. This agreement does not change the rights of Staff hired before the signing date of this agreement to become Members or resign membership in the Association.

2.6.2. Staff, as defined in section 2.1.1, have the right to join the Association and participate in its activities, with the exception of those listed in section 2.1.2.

2.6.3. The University shall not interfere with the participation of Members in Association meetings or other Association business, provided that such participation does not unreasonably interfere with the performance of a Member's duties and other responsibilities to the University.

2.6.4. Special consideration shall be granted to Members to allow them to attend General Meetings of the Association and Area Representative meetings.

2.6.5. Members in good standing are entitled to all the rights and privileges of the Association.

2.6.6. Staff who are not Members are entitled to a limited set of rights and privileges as defined by Association's guidelines.

## 2.7. Dues and Payroll Deduction

2.7.1. As stated in 2.6.1, this agreement does not change the rights of Staff hired before the signing date of this agreement to become Members or resign membership in the Association and pay the associated dues.

- 2.7.2. Subject to the requirements of the Employment Standards Act, 2000, the University agrees to collect Association dues from those who were hired before the signing date of this agreement and wish to maintain membership. The Association shall be responsible for collecting written consent from all Members who were hired before the signing of this Agreement. Copies of such written consent shall be provided to Human Resources so as to form part of their employee file.
- 2.7.3. Effective the signing date of this agreement, the University agrees to add mandatory Association dues to employment contracts for employees who meet the definition of Staff as per section 2.1. when they are new hires.
- 2.7.4. The Association's membership dues are set by the Association in accordance with its Constitution.
- 2.7.5. The University agrees to administer the dues including collecting the dues amounts from the employee's salary and remitting the amounts to the Association.
- 2.7.6. An employee may claim an exception to paying Association dues with a bona fide religious objection. To do this, they must file with the Association a sworn affidavit explaining the objection. The application will be considered by the Association and decided on within 20 work days. The decision to grant or refuse the exception shall be final.
- 2.7.7. Where an exception has been granted, the dues must still be collected by the University however the dues shall be remitted to a registered Canadian charity mutually agreeable to the Association and the employee.
- 2.7.8. The Association shall advise the University in writing of the amount of its fees, dues, or assessments, and shall provide the University with at least one month's written notice of any change to such amounts.
- 2.7.9. The University shall remit the amounts deducted no later than the 15th day of the following month in which the deduction was made. At the same time, the University shall inform the Association in writing of the name of each person from whose salary an amount was deducted, the dollar value of that amount, and where the amount is being remitted to.
- 2.7.10. The University may report the amounts deducted in aggregate form by USG paygrade.
- 2.7.11. The University shall allow audit of payroll deductions when requested by the Association. The selected auditor shall be mutually acceptable by the University and the Association. The Association shall bear the costs of any such audit.

### 3. Correspondence and Information

#### 3.1. General

- 3.1.1. The University and the Association recognize that both Parties require access to information for the proper administration of this Agreement, and agree to use discretion in dealing with such information.
- 3.1.2. The University agrees to facilitate communication about employment related matters in a timely manner to Staff who are not Members.
- 3.1.3. The University undertakes to provide the following information to the Association in a timely manner:
  - 3.1.3.1. an annual list of Staff as of May 1, including name, USG paygrade, department, employee type, time type .
  - 3.1.3.2. a monthly update giving the same data as in 3.1.3.1 for:
    - new Staff
    - terminated Staff;
    - approved leaves of absence
    - Staff who change positions or USG paygrade
  - 3.1.3.3. during the first month of the salary year and within one month of any changes to benefit plans, a list and detailed description of all benefit plans applicable to Staff, and the rates charged to Staff for these plans; and
  - 3.1.3.4. such other information as the Parties agree to from time to time.
- 3.1.4. The Association undertakes to provide the following information to the University in a timely manner:
  - 3.1.4.1. a copy of public communication to all Members at the time of distribution;
  - 3.1.4.2. an up-to-date copy of the Association's Constitution and Bylaws within one month of their revision;
  - 3.1.4.3. an up-to-date list of the Association's Board of Directors and Officers within one month of any changes; and
  - 3.1.4.4. such other information as the Parties agree from time to time.

### 4. Staff Relations Committee (SRC)

#### 4.1. General

- 4.1.1. The SRC is a Committee as defined in Policy 1.
- 4.1.2. The SRC is comprised of seven members appointed by the University and seven members appointed by the Association.

- 4.1.3. The Past-president of the Association and the Associate Provost, Human Resources shall alternate as Chair on a monthly basis..
- 4.1.4. It is expected that the SRC will operate in a collegial manner with most decisions made by consensus rather than by formal vote.
- 4.1.5. The University shall provide a Secretary for meetings to act as a resource and record keeper.

## 5. Memorandum of Agreement and Policies

### 5.1. General

- 5.1.1. The relationship between the Parties, and between the University and the Staff, is defined partly in this Agreement and partly in University Policies.
- 5.1.2. The Staff Relations Committee has responsibility for the development and recommendation for approval of Staff Class S Policies, and shared responsibility for the development and recommendation for approval of Faculty-Staff Class FS Policies. The Policy classifications and development and approval process are described in Policy 1.
- 5.1.3. Nothing in this Agreement is intended to prevent the development, amendment or review of any University Policies in accordance with Policy 1 during the term of this Agreement.

### 5.2. Policy Application and Changes

- 5.2.1. Where there are differences between this Agreement and any S, or FS Policy, the provisions of this Agreement shall be reviewed and revised to be in alignment with Policy.
- 5.2.2. If a Class S, or FS Policy is revised or a new Class S, or FS Policy is developed in accordance with Policy 1 and goes forward for approval, the Parties agree to a limited opening of this Agreement at the request of either Party for the sole purpose of revising this Agreement to harmonize it with the new or revised Policy.
- 5.2.3. Amendments to this Agreement made as a consequence of 5.2.2 shall not require ratification by the Parties to take effect.

### 5.3. Memorandum of Agreement Application and Changes

- 5.3.1. This Agreement shall come into effect upon ratification by the Parties and approval by the Board of Governors, shall be binding on both Parties, shall remain in effect for two years, and may not be opened prior to that date except by mutual consent of the Parties.



- 5.3.2. After the initial two-year period, this Agreement shall automatically renew itself for successive one-year periods unless either Party provides written notice to the other that it wishes to terminate or revise the Agreement.
- 5.3.3. Termination or revision of this agreement shall not take place until at least one year after notice unless there is mutual agreement by both Parties.
- 5.3.4. Amendment of this Agreement may be made by the Parties at any time in accordance with the provisions of Article 5.
- 5.3.5. If the proposed change is deemed by the co-chairs of the SRC to be minor, approval of the change by the Staff Relations Committee is solely required for it to take effect.

## 6. Discipline

### 6.1. General

- 6.1.1. The University shall follow Policy 18 - Staff Employment for all matters of discipline or performance management.
- 6.1.2. In all matters of discipline or progressive discipline Staff are entitled and should be encouraged to seek assistance from the Association. Staff are also entitled to be accompanied by an Association support person or a colleague who, if requested, can aid in presenting the Member's position.

## 7. Grievances

### 7.1. General

- 7.1.1. The parties to a grievance shall be the Grievor and the Respondent. The Grievor may be a Staff member, a group of Staff, or the Association. The Respondent may be an individual employee or the University.
- 7.1.2. The University and the Association agree to use every reasonable effort to encourage informal and prompt resolution of grievances. There shall be no discrimination, harassment, coercion, or reprisals of any kind practiced against any person involved in the grievance process.
- 7.1.3. Staff who are party to a grievance, or are likely to be, are entitled and should be encouraged to seek assistance from the Association. Staff are also entitled to be accompanied by an Association support person or a colleague who, if requested, can aid in presenting the Member's position.
- 7.1.4. Procedures shall be followed as per Policy 33 or Policy 36

## 7.2. Informal Resolution

- 7.2.1. Staff should first present a potential grievance orally and informally at the lowest administrative level having the authority to dispose of it.
- 7.2.2. Staff are encouraged to seek the assistance of any or all of:
  - the Association
  - Human Resources
  - the Conflict Management and Human Rights Officein an attempt to settle the potential grievance.

## 7.3. Formal Grievance

- 7.3.1. Staff choosing to proceed with a formal grievance shall follow either Policy 33 - Ethical Behaviour or Policy 36 - Dispute Resolution for University Support Staff
- 7.3.2. Staff shall be encouraged to seek the support of the Association when filing a grievance.
- 7.3.3. Policy 33 Complaint
  - 7.3.3.1. Policy 33 Complaints shall be filed as per Policy 33.
- 7.3.4. Policy 36 Dispute
  - 7.3.4.1. Policy 36 Disputes shall be filed as per Policy 36.
  - 7.3.4.2. The Grievor may choose to proceed with the Policy 36 Informal Stage or proceed directly to the Formal Stage.

## 8. Compensation Agreements

### 8.1. General

- 8.1.1. The Provost's Advisory Committee on Staff Compensation (PACSC) is a Committee as defined in its Terms of Reference approved 1971-07-28 as amended.
- 8.1.2. PACSC is comprised of four members appointed by the University and four members appointed by the Association.
- 8.1.3. The Associate Provost, Human Resources shall be the Chair of PACSC.
- 8.1.4. It is expected that PACSC will operate in a collegial manner, with most decisions made by consensus rather than by formal vote.

- 8.1.5. PACSC determines the appropriate salary recommendations for the coming year(s) and other matters concerning compensation for Staff. Staff compensation issues include annual salary range increases; changes to and determination of the merit system; the evaluation tool of the salary classification system; paid holidays; vacations; performance appraisals; and appeals on job classifications. The committee also reviews data on performance appraisal ratings, the numbers and types of staff in each grade and any other relevant data regarding staff salaries and classifications that the committee requests.
- 8.1.6. Should another employee group achieve compensation increases higher than that as recommended to the Vice-President, Academic & Provost by PACSC for Staff, the same increases will be given to Staff. During the Term, the university commits to review the provisions of this agreement should Ontario legislation change with respect to annual salary increase maximums and/or if compensation changes occur for other UW pay groups that could benefit staff.
- 8.1.7. The University shall provide a Secretary for meetings to act as a resource and record keeper.

## 9. Pension and Benefits

### 9.1. UW Pension and Group Benefits Plans

- 9.1.1. The University shall maintain a Pension Plan and a Group Benefits Plan.
- 9.1.2. The Pension and Group Benefits Plans are managed by the Board of Governors Pension and Benefits Committee as per their Resolution amended 2008-04-01. The University commits to having representation from the Association on the Pension & Benefits Committee

## Article I – Name

The name of the corporation shall be the University of Waterloo Staff Association.

## Article II – Purpose

### Vision

Championing staff interests to ensure the University of Waterloo is recognized as one of the top workplaces in Canada.

### Mission

A professional Association that represents the interests of university support staff through partnerships with administration and other representative groups across the campus community. With our partners, we cultivate a progressive work environment where staff are empowered to grow and develop.

### Values

Our Association is built upon a dedication to a safe and respectful work environment, supporting professionalism and confidence in the workplace. As an Association we value leadership, creativity, talent, and teamwork.

## Article III – Membership

### 1. Eligibility

Membership is available to all University Support Staff whose appointment is to exceed four months and is not represented by a union. Members have full voting privileges on matters brought before the general membership for a vote and are eligible to serve on the UWSA Board of Directors (board).

### 2. Resignation

Members may resign by completing the resignation form available at the Staff Association Office and forwarding the completed form to the secretary. Resignation will become effective on the last day of the month in which the completed form is received.

## Article IV – Dues and Finances

### 1. Dues

(a) Dues are to be set at a general meeting based on the recommendations of the board.

(b) Dues are to be collected by payroll deduction or by special arrangement by cheque for a year in advance.

### 2. Fiscal Year

The Fiscal year of the corporation is from the first day of May to the last day of April.

## Article V – Officers

### 1. Officers

#### (a) President

The president shall:

- i. preside at all general meetings of the Association,
- ii. appoint chair of committees to the extent provided in these bylaws,
- iii. liaise with University administration,
- iv. be the official spokesperson for the Association,
- v. attend all meetings of the standing committees,
- vi. advance the strategic directions of the organization as defined by the Board of Directors,
- vii. provide bi-weekly updates to the Board of Directors of their activities,
- viii. fulfill such other duties as may be assigned by the Association.

(b) Past President

The past president shall:

- i. assume the president's office during the president's absence or in the event of the president's resignation,
- ii. assume the president-elect's office during the president-elect's absence or in the event of the president-elect's resignation.

(c) President-Elect

The president-elect shall:

- i. chair the regular meetings of the Board of Directors
- ii. assume the past president's office during the past president's absence or in the event of the past president's resignation.

(d) Secretary

The secretary shall:

- i. keep a record of the minutes of the Association,
- ii. be the custodian of all documents including Association bylaws, special rules of order, and standing rules,
- iii. conduct correspondence as directed by the Association,
- iv. send a call of the meeting to each Association member, including a copy of the previous Association meeting minutes,
- v. oversee the creation, maintenance, and appropriate use of the Association membership lists,
- vi. fulfill such other duties as may be assigned by the Association.

(e) Treasurer

The treasurer shall:

- i. be custodian of all funds, disbursing them as directed by the Association,
- ii. ensure that all funds are deposited to the accounts of the Association in a recognized financial institution selected by the board,
- iii. maintain proper records of receipts and expenditures,
- iv. present to the board a full and detailed account of the Association's monthly receipts and expenditures on a quarterly basis, within 30 days of the end of the quarter,
- v. present a proposed budget to the board for review and approval on an annual basis, within 30 days of the fiscal year end,
- vi. present a financial statement to the membership for review at least 30 days in advance of the annual meeting,
- vii. present the Association's books to the appointed auditors not later than thirty days following the end of the operating year or as requested by the board,
- viii. fulfill such other duties as may be assigned by the Association.

(f) Returning Officer

The returning officer shall:

- i. oversee the election procedures of the Association providing interpretation as required and reported,
- ii. appoint three Election Officers to be selected from the membership,
- iii. act as a liaison between the election committee, the board, and the membership,
- iv. provide a report on the election at a general meeting,
- v. advertise the vacant posts and receive nominations according to the election schedule,
- vi. ensure that nominees agree in writing to stand for election,
- vii. ensure that all nominations are signed by three members of the Association not including the nominee,
- viii. ensure that the list of nominees for offices be distributed to the members in accordance with the election schedule,
- ix. be responsible for the printing, distribution, counting, and destruction of the ballots.

(g) Privacy Officer

The privacy officer shall:

- i. ensure information collection and retention policies and practices are established and followed,
- ii. table proposals to amend the policies of the Association to ensure compliance with any regularity requirements.

(h) Executive Manager

The executive manager shall:

- i. act as advocate for staff,
- ii. manage the day to day business of the Association,
- iii. research and publish information on issues of interest to members,
- iv. preside as chair of the member's advisory committee,
- v. provide a monthly report on staff relations issues to the board,
- vi. fulfill such other duties as may be assigned by the Association.

2. Selection of Officers

- (a) The president-elect is elected by the membership.
- (b) No director may concurrently hold the office of the president, the office of the secretary or the office of the treasurer.
- (c) The secretary and the treasurer must be a director.
- (d) The board shall appoint a secretary, a treasurer, an executive manager, and a privacy officer as required.
- (e) The returning officer shall be selected as required by the nominating committee from the membership provided they are neither a sitting director nor a candidate in the election.
- (f) The president normally shall be the president-elect from the previous year.
- (g) The past president normally shall be the president from the previous year.

3. Suspension or Removal of the President or Executive Manager

- (a) The executive manager may be suspended (with pay) from office by a resolution passed by a majority of directors at a Board of Directors meeting.
- (b) The president may be suspended from office by a resolution passed by a majority of directors at a Board of Directors meeting, after which a general meeting must be called within 5 days of suspension for the specific purpose of removing the director from office.

## **Article VI – The Board of Directors**

1. Composition

The board shall consist of the following directors:

- (a) president
- (b) past president
- (c) president-elect
- (d) six (6) additional directors

2. Duties

The board shall:

- (a) have general supervision of the affairs of the Association between meetings;
- (b) act on behalf of the Association including the formulation and execution of policy
- (c) establish study committees, task forces, and/or commissions to prepare reports, working papers and recommendations for consideration by the Association
- (d) report decisions of the Association to the appropriate University committees; and
- (e) perform such other duties as are specified in these bylaws.

3. Election of Directors

- (a) The six (6) directors are elected by the membership as described in Article VII, Elections
- (b) All directors must be members of the Association.

4. Term of Office
  - (a) A term of office shall be three consecutive years.
  - (b) The term of office of the directors shall be such that two directors and a president-elect are elected every year.
  - (c) The members of the board shall hold office from the adjournment of the Annual General Meeting immediately following their election until the adjournment of the Annual General Meeting at the end of their term.
  - (d) Members of the board may be nominated for further terms of office.
  - (e) The maximum uninterrupted number of years anyone can serve on the board in an elected position shall be twelve, after which only be eligible for re-election to the board after a one year absence.
5. Vacancies
  - (a) With the exception of the office of the president the board shall have the authority, between Annual General Meetings, to fill any position which becomes vacant.
  - (b) If the office of the president should become vacant, a past-president of the Association may be appointed as president, between Annual General Meetings, upon approval of the board.
6. Removal of a Director
  - (a) A director may be removed from office by a resolution passed by at least a majority of votes cast at a general meeting called for that purpose.
7. Board of Directors Meetings
  - (a) The Board of Directors shall meet at least once per month.
  - (b) The Board of Directors shall meet at the request of any director, through a written request to the secretary, with at least 5 working days notice.

## **Article VII – Elections**

1. Election Schedule
  - (a) The call for nominees shall be distributed at least 30 working days prior to the date of the General Meeting, stating a close of nominations at least 20 working days prior to the date of the General Meeting.
  - (b) The list of nominees and ballots shall be distributed at least 12 working days prior to the date of the General Meeting stating a close of the polls at least 5 working days prior to the date of the General Meeting.
2. Election Procedure
  - (a) Elections shall be by secret ballot.
  - (b) Write-in candidates shall not be permitted.
  - (c) Votes shall be counted by the three election officers.
  - (d) The returning officer shall not participate in the counting of ballots.
  - (e) In the event of a tie, a runoff election shall occur.
  - (f) Ballots
    - i. The ballot shall be electronic unless an individual is unable to cast an electronic ballot in which case it shall be by paper ballot.
    - ii. The Election of the president-elect, president and past president shall be determined on a single ballot and the candidate receiving a majority of the votes shall be elected.
    - iii. The election of the directors shall be determined on a single ballot and the candidates receiving the greatest individual totals shall be elected.
    - iv. The ballot shall include the ability to decline which shall not invalidate the ballot.
    - v. The number of directors elected in any given year is number of vacant positions as of the next Annual General Meeting.
    - vi. The returning officer will, on acceptance of the results, hold the ballots for five working days after the election results have been presented to the membership. After which time, the ballots shall be destroyed.

3. Acclimation  
Except for the office of the president-elect or president in an election if there is not a greater number of members nominated than vacant positions those members nominated shall be acclaimed to office with the acclimation to be ratified at the next general meeting.
4. Lack of President-Elect Nominations  
If no nominations for president-elect are received during the nomination period the call shall be repeated until a nomination is received.

### **Article VIII – Annual General Meeting and General Meetings**

1. The Annual General Meeting will be held within the month of October and shall be at the call of the board.
2. At least fifteen working days notice shall be given to the membership prior to an Annual General Meeting. Pertinent information relating to the meeting agenda shall be distributed with the notice.
3. Special general meetings may be called by the president or the board or shall be called at the written request of fifty members of the Association or a majority of the entire membership of the Association, whichever is less. The purpose of the meeting shall be stated in the call and at least fifteen working days written notice shall be given.
4. Any member may be represented at a general meeting by duly completing a proxy form which will be distributed with the notice and must be submitted to the secretary at least 24 hours in advance of the meeting.

### **Article IX – Quorum**

1. Fifty members of the Association or a majority of the entire membership of the Association, whichever is less, shall constitute a quorum at an AGM or GM.
2. Five members or 60% of the board, whichever is less, shall constitute a quorum at a meeting of the Board of Directors.

### **Article X – Amendments**

This constitution may be amended at any general meeting of the Association by a two-thirds vote with the previous notice.

### **Article XI – Parliamentary Procedure**

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these bylaws, or any special rules of order the Association may adopt.

### **Article XII – Indemnification**

The Association shall indemnify and save harmless, out of the funds of the Association, every director, officer, or employee of the Association and other person who has undertaken or is about to undertake any liability on behalf of the Association or any organization controlled by it, and their heirs, executors and administrators, and estate and effects respectively, from and against:

1. all costs, damages, charges and expenses which a director, officer, employee or other person sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against them, or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by them, in or about the execution of the duties of their office or in respect of any such liability;
2. all other costs, damages, charges and expenses which a director, officer, employee or other person sustains or incurs in or about or in relation to the affairs of the Association; except such costs, damages, charges or expenses as are occasioned by willful neglect or default.

### **Article XIII – Standing Committees**

1. There shall be the following Standing Committees:
  - (a) Communications & Membership - The committee shall actively encourage membership in the Association, and act as a communications vehicle to enhance awareness throughout the University



community to the activities sponsored by the Association, and benefits of membership for University Support Staff.

- (b) Members' Advisory - The committee shall work with the executive manager and provide institutional guidance and support for staff tackling University of Waterloo policies and procedures and provide recommendations to the board on how legal funds are to be utilized.
  - (c) Nominating - The committee shall assist in the recruitment of members for the Board of Directors, and nominate or appoint members as representatives to both standing and ad-hoc University and UWSA committees.
  - (d) Pension, Benefits & Staff Compensation - The sub-committee shall monitor the UW Pension and Benefits Package and the UW Compensation Package which includes salary, overtime and vacation entitlements.
  - (e) Fund Raising and Social - The committee shall raise funds for the Association through organizing of social and recreational events for the enjoyment of staff members.
2. Terms of reference for the committees are defined by the board.
  3. Standing committees shall report to the board as directed in the terms of reference.
  4. Unless it is a specific responsibility of an officer, committee chairs are appointed by the board for one year.
  5. All committee members shall be Members of the Association.
  6. With the exception of the chair, a committee chair may appoint a member to fill any vacancy in the committee for the remainder of the term of the vacant position.

### **Constitution:**

*Revised December 5, 1995, Revised December 4, 1996, Revised March 2, 1998, Revised June 1, 2001, Revised June 2, 2004, Revised June 1, 2006, Revised February 08, 2008, Revised December 14, 2010, Revised October 27, 2011, Revised October 25, 2012, Revised November 29, 2012, Revised July 24, 2013. Revised October 2, 2014.*