

University of Waterloo



STAFF ASSOCIATION

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

The University of Waterloo acknowledges that much of our work takes place on the traditional territory of the Neutral, Anishinaabeg and Haudenosaunee peoples. Our main campus is situated on the Haldimand Tract, the land granted to the Six Nations that includes six miles on each side of the Grand River.

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, and the University of Waterloo, 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 By-laws (see Appendix A), hereafter referred to as the By-laws, as the sole governing rules of the Association.
- 1.1.3. The University recognizes the Association as the sole representative of University 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 and who are not considered Members.
- 2.1.2. All members of University Executive Council, all Associate Vice-President, all Associate Provost and the University positions listed below are excluded from membership in the Association:

Assistant University Secretary and Privacy Officer
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 University 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. The University 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 University 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 University.
- 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 By-laws.

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 the 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 and pay the associated dues, or resign membership in the Association.

2.7.2. The Association's membership dues are set by the Association in accordance with its By-laws

2.7.3. The University agrees to administer the dues including collecting the dues amounts from the employee's salary and remitting the amounts to the Association

- 2.7.4. 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.
- 2.7.5. 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.
- 2.7.6. 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:
 - 3.1.3.3. new Staff
 - 3.1.3.4. terminated Staff;
 - 3.1.3.5. approved leaves of absence
 - 3.1.3.6. Staff who change positions or USG paygrade
 - 3.1.3.7. 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
 - 3.1.3.8. 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 By-laws 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 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 Office
- in 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. The University shall provide a Secretary for meetings to act as a resource and record keeper.

9. Pension and Benefits

9.1. University 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.



By-law
for
University of Waterloo Staff Association

October 28, 2021

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BY-LAW NUMBER 1
A By-law Relating Generally to the Transaction of the Affairs of
University of Waterloo Staff Association (UWSA)

ARTICLE 1: NAME, HEAD OFFICE AND SEAL

- 1.1. The name of the Corporation will be the UNIVERSITY OF WATERLOO STAFF ASSOCIATION (hereinafter called "the Corporation").
- 1.2. The head office of the Corporation will be in the Regional Municipality of Waterloo, in the Province of Ontario, and at such place therein as the Board of Directors may from time to time determine.
- 1.3. The Corporation will have a corporate seal, an impression of which is stamped in the margin of this document.

ARTICLE 2: DEFINITIONS AND INTERPRETATION

In this by-law, unless the context otherwise requires:

- a) "Act" means the Ontario *Not-for-Profit Corporations Act, S.O. 2010 C.15*
- b) "Board" means the board of directors of the Corporation;
- c) "By-laws" means this by-law (including the schedules to this by-law) and all other by-laws of Corporation as amended and which are, from time to time, in force;
- d) "Chair" means the chair of the Board;
- e) "Conflict of Interest" includes, without limitation, the following three areas that may give rise to a Conflict of Interest for the Directors of Corporation, namely:
 - (i) Pecuniary or Financial Interest - a Director is said to have a pecuniary or financial interest in a decision when the Director (or their Associates) stands to gain by that decision, either in the form of money, gifts, favours, gratuities, or other special considerations;
 - (ii) Undue Influence - participation or influence in Board decisions that selectively and disproportionately benefit particular agencies, companies, organizations, professional groups, or patients from a particular demographic, geographic, political, socio-economic, or cultural group is a violation of the Director's entrusted responsibility to the community at large;or

- (iii) Adverse Interest - A Director is said to have an adverse interest to Corporation when they are a party to a claim, application or proceeding against Corporation;
- f) "Corporation" means the corporation that has passed these by-laws under the Act or that is deemed to have passed these by-laws under the Act;
- g) "Director" means a member of the Board of the Corporation;
- h) "Member" means a member of the Corporation;
- i) "Members" means the collective membership of the Corporation; and
- j) "Officer" means an Officer of the Corporation.

Other than as specified above all terms contained in this By-law that are defined in the Act will have the meanings given to such terms in the Act. Words importing the singular include the plural and vice versa, and words importing one gender include all genders.

ARTICLE 3: PURPOSES AND OBJECTS

The purposes or objects of the Corporation are set out in its Letters Patent/Articles of Incorporation (hereinafter referred to as the "Objects"), as may be amended from time to time in accordance with the provisions of the Act.

ARTICLE 4: MEMBERSHIP

The membership of the Corporation will consist of one category of individuals as follows:

Active Members: individuals who are interested in furthering the objects of the Corporation and or participate regularly in the Corporation programs and services. Active Members will be required to pay membership fees as defined by the Board from time to time. Active Members are entitled to stand for election to the Board of Directors, hold an Officer position on the Board of Directors (if appointed) and vote at all Meetings of the Members as defined in Article 7.

ARTICLE 5: RECORDS OF MEMBERSHIP

The Secretary will ensure that a current list of Members, based on the eligible members, as in Article 4, is kept.

ARTICLE 6: TERMINATION OF MEMBERSHIP

6.1. Members may be terminated for breach of the By-law, or Rules and Regulations,

- Code of Conduct or other written policies and procedures of the Corporation;
- 6.2. Termination of membership, whether by cancellation of membership, resignation of employment with the University of Waterloo, expulsion, death or otherwise, will be effective as of the date of termination, and will result in the removal of all rights within the Corporation of the member, but will not be deemed to discharge any financial obligation of the member to the Corporation accrued prior to the date of such termination and not then fulfilled.

ARTICLE 7: MEETINGS OF THE MEMBERS

- 7.1. Annual Meeting
The Annual Meeting of the Corporation will be open to all Members. The Annual Meeting will be held within one hundred and eighty (180) days of the fiscal year end at such place and time as determined by the Board of Directors.
- 7.2. Special Meetings
A Special Meeting of members may be called at the discretion of the Board of Directors as determined by majority vote of members of the Board of Directors.
- 7.3. Notice of Meetings
Notice of any Meetings of the Members, whether annual or special, must be posted on the Corporation website.
Notice of the Annual Meeting will be posted on the Corporation website at least (28) days before the meeting is to take place and will stay posted for the four (4) weeks leading up to the meeting.
Notice of any **Special Meeting** will be posted on the Corporation website fourteen (14) days prior to the meeting. The notice will specify the purpose for which it is being called.
- 7.4. Quorum and Manner of Action:
- a) A quorum for the transaction of business at any Annual General or Special Meeting will consist of not less than fifty percent (50%) of the Directors of the Board of Directors and not less than fifty (50) Members.
 - b) Except as otherwise specified in this By-law, the actions of fifty (50) % plus one of the Members present and voting at a meeting at which a quorum is present will be the action of the meeting of the membership.
 - c) A meeting at which a quorum is initially present may transact all business noted on the agenda for the meeting. In the event of the withdrawal of members from the meeting resulting in a loss of quorum, the meeting Chair will continue the meeting provided that the number remaining does not fall below forty (40). In the event that the number remaining is less than forty (40) all matters requiring a vote will be deferred to the next meeting of the Members.
 - d) Except where otherwise provided for in this By-law, meetings of the membership may be conducted in-person, by teleconference or videoconference as

determined by the Board.

- e) Actions arising from a meeting of the membership, such as a recorded vote, may be conducted in-person, by electronic means, teleconference or videoconference.
 - f) The meeting chair will be the Chair, UWSA Board of Directors or such other Director appointed by the Chair to chair the meeting.
- 7.5. Voting at Annual General or Special Meetings:
- a) All Members who are in attendance at an Annual General or Special Meeting will be entitled to vote on any issue to be determined at such meeting. No person will have more than one (1) vote unless they are carrying proxies.
 - b) Election of Directors will be by secret ballot prior to the Annual Meeting. The outcome of the secret ballot will be made public at the meeting in question
- 7.6. Rules for Conducting Meetings:
The following rules will govern all Annual General or Special Meetings of the Corporation:
- a) If there is no quorum within fifteen (15) minutes of the time fixed for the meeting to begin the Chair will declare that there can be no meeting on this occasion;
 - b) Parliamentary procedure, as specified in Roberts Rules of Order, will be followed at all meetings;
 - c) The Chair will have the right to require that any motion or resolution be presented in writing before the meeting; and
 - d) The Chair will decide all questions of order, in accordance with the Rules of Order.
- 7.7. Order of Business at Annual Meetings:
- a) Subject to subsection (b), the business at all Annual Meetings of the Corporation will typically be as follows:
 - Opening of the meeting and explanation of procedural rules governing meetings;
 - Minutes of the previous Annual Meeting together with minutes of any Special Meetings held since the last Annual Meeting;
 - Business arising from the minutes;
 - Treasurer's Report;
 - Appointment of Auditors
 - Amendments to the By-laws of Corporation, if any
 - Election of Directors
 - President's Report;
 - b) The order of business may be altered by a two-thirds (2/3's) vote of Members present at the meeting.
 - c) No other item of business will be included on the agenda for an annual meeting unless a Member has given notice to the Corporation of any matter that the Member proposes to raise at the meeting in accordance the *Act*, so that such

item of new business can be included in the notice of annual meeting.

7.8. Order of Business at Special Meetings:

The Chair will determine the order of business at any Special Meeting.

ARTICLE 8: BOARD OF DIRECTORS

The affairs of the Corporation will be managed by Officers and Directors who will be collectively called the "Board of Directors". Each Officer and Director has a voting membership on the Board of Directors. The Board of Directors will be comprised of nine (9) Directors who will be elected as outlined in Article 11.

Directorships may be added on an as needed basis according to the growth and accompanying need of the Corporation based on a majority vote of the Board of Directors. The duties of each Officer and Director will be set by the Board of Directors and may be amended from time to time by the Board of Directors.

ARTICLE 9: POWERS OF THE BOARD OF DIRECTORS

The Board will have power during its term of office (in addition to all other powers vested in it):

- a) So long as quorum of Directors remains in office, to fill, by appointment or election, vacancies occurring either among officers or the Directors until the next Annual Meeting;
- b) To appoint and delegate power to the chairperson and members of such other committees from time to time as it may consider necessary in carrying out the objectives of the Corporation;
- c) To remove any officer, director or agent of the Corporation, including the President;
- d) To suspend or expel any Member of the Corporation for breach of any By-law, policy or resolution of the Corporation and or the Board;
- e) To borrow money and obtain advances upon the credit of the Corporation from such lending institutions as the Board of Directors may approve at such time, in such amounts, and on such terms as the Board of Directors deems proper;
- f) Report to Members at the Annual Meeting on the activities of the Board for the preceding year; and
- g) To exercise all rights and powers which the Board of Directors might or could exercise under the authority of the Corporation's By-law or under the laws governing the Corporation.

ARTICLE 10: OFFICERS

The Corporation will have four (4) Officers, as follows:

- a) **Chair:** The Chair will convene and preside over meetings of the Corporation Board and Meetings of Members; act as an official spokesperson for the Corporation; be an ex-officio voting member of all Board Committees, Task Forces or Working Groups and perform other duties such other duties as may be required by law or as the Board may determine from time to time.
- b) **Vice-Chair:** The Vice-Chair will substitute for the Chair in their absence or inability to serve. In the event of a vacancy in the office of the Chair, the Vice-Chair will assume that office and a new Vice-Chair will be elected from among the remaining Directors for the remainder of that term.
- c) **Treasurer:** The Treasurer will be responsible for the disbursement of the Corporation funds and the preparation of periodic financial statements; and such other duties as may be required by law or as the Board may determine from time to time.
- d) **Secretary:** The Secretary will be responsible for ensuring that the minutes and other documents of the corporation including but not limited to the minutes and resolutions of meetings of the Board of Directors, and Annual Meetings and Special Meetings are maintained. The Secretary will keep the corporate Minute Book up to date; and such other duties as may be required by law or as the Board of Directors may determine from time to time. The Secretary will ensure that the list of Members is kept up to date.

ARTICLE 11: ELECTION, TERMS, ELIGIBILITY AND TERMINATION OF OFFICERS AND DIRECTORS

11.1. Method of Election of Officers and Directors:

- a) Nominations for members of the Board of Directors must be submitted in writing to the Chair, Nominations Committee thirty (30) days prior to the date of the Annual Meeting after which date nominations will be deemed closed. Nominations will be accepted provided the following conditions are met:
 - i. the nominee meets the criteria, if any, for the position for which they are nominated.
 - ii. the written consent of the nominee is included in the nomination
 - iii. the nomination is signed by the nominator,
 - iv. both the nominee and the nominator must be Members in good standing of Corporation.
- b) After receiving nominations, the Chair, Nominations Committee will present a list of all duly nominated persons to stand for election to the Chief Returning Officer.

The Chief Returning Officer will conduct the election as per the Election policy of the Corporation.

- c) At the Annual Meeting, the Chair will present the results of the election.
- d) If after the Annual Meeting there are still positions unfilled, these positions will be deemed vacant. The procedures outlined in 11.4 will be followed to fill the vacant position.
- e) Directors must be Active Members.
- f) Officers will be appointed, from among the Directors, by the Board of Directors at the first meeting of the Board of Directors after the Annual Meeting

11.2. Length of the Terms of Directors:

- a) Directors will serve a term of three (3) years renewable through election for up to a maximum of three (3) consecutive terms. At the discretion of the Board, Directors may be permitted to serve beyond the current nine (9) year limit for the purposes of continuity and succession planning.
- b) The new Directors will take over their positions as of completion of the Annual Meeting in which the Directors were elected to the Board of Directors.
- c) Any Officer and/or Director may leave their position by resigning from their position by providing written notice to the Chair.

11.3. Eligibility for Board of Directors Positions:

Any Member of the Corporation may be eligible for election as a director provided that they are not disqualified by the Act.

11.4. Vacancy and Termination of Office:

- a) The office of a Director will automatically be vacated if:
 - i. the Director becomes bankrupt or suspends payment of debts generally or compounds with creditors or makes an assignment in bankruptcy or is declared insolvent; or
 - ii. the Director is found to be a mentally incompetent person or becomes of unsound mind; or
 - iii. the Director, by notice in writing to Corporation, resigns office, which resignation will be effective at the time it is received by the Secretary of the Board of Directors or at the time specified in the notice, whichever is later; or
 - iv. at a special meeting of the Board of Directors, a resolution is passed by at least two-thirds (2/3) of the votes cast by the Directors, removing a director before the expiration of the Directors term of office; or
- b) The office of a Director may be vacated by a simple majority resolution of the Board:

- i. if a Director is absent without a viable reason for three (3) consecutive meetings of the Board, or if a Director is absent for one quarter (1/4) or more of the meetings of the Board in any twelve (12) month period; or
 - ii. if a Director fails to comply with the Corporation's By-Laws, policies, and procedures, including without limitation, the confidentiality and conflict of interest requirements.
- c) If a vacancy occurs at any time among the Directors either by a resignation, by death or removal by the Board in accordance with paragraph (a) above, or by any other cause, such vacancy may be filled by a qualified person appointed by the Board to serve until the next Annual Meeting.
- d) At the next Annual Meeting in addition to the election of Directors to fill the vacancies caused by expiry of Directors' terms, the Members will also confirm an additional Director to fill the unexpired term created by any vacancy referred to in paragraph (a) above.

Vacancies on the Board of Directors, may, at the discretion of the Board of Directors, be filled by appointment or remain vacant for the remainder of the term so long as a quorum of the Board of Directors remains.

Any vacancy in a position will be filled at the next Annual Meeting in accordance with procedures set forth above. If there is not a quorum of the Board of Directors in office, the remaining members of the Board of Directors will call a meeting of the members to fill the vacancies or such number as required to constitute a quorum.

In the event of an Officer vacancy, Board of Directors will appoint an eligible person who meets the criteria for the position to fulfil the remainder of the term.

11.5. Discipline of Board of Directors

- a) A member of the Board of Directors may be censured, suspended, or removed from the Board of Directors for:
 - i. breach of the By-laws or Rules and Regulations of Corporation; or
 - ii. failing in their fiduciary obligation to act honestly, in good faith and in the best interests of Corporation and its members; or
 - iii. failing to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; or
 - iv. If they fail to attend three (3) consecutive meetings without a viable reason.
- b) A motion to discipline a member of the Board of Directors may not take place unless a special meeting of the Board of Directors has been called for such purposes.
- c) A vote of two-thirds of the votes cast is required to enforce discipline of a member

of the Board of Directors.

ARTICLE 12: MEETINGS OF THE BOARD OF DIRECTORS

12.1. Meetings of the Board of Directors:

- a) Regular meetings of the Board of Directors will be held a minimum of eight (8) times per year or as otherwise decided by the Board of Directors at such place as from time to time is determined by the Board of Directors. An annual schedule of meetings will be prepared and distributed to the members of the Board of Directors by November 1 each year.
- b) Special meetings of the Board of Directors may be called, by the Chair or, in their absence, any two Directors. Notice of such special meetings must be e-mailed or telephoned to all Officers and Directors not less than one day before the meeting is to take place.
- c) A Board of Directors meeting may be held without notice immediately following the Annual Meeting of the Corporation.
- d) The Board of Directors may consider or transact any business either special or general at any meeting of the Board of Directors that relates to the activities and business of the Corporation.

12.2. Quorum and Manner of Action:

- a) Fifty (50) per cent of the members of the Board of Directors will constitute a quorum for transaction of business.
- b) A meeting of the Board of Directors at which a quorum is initially present may continue to transact business as long as a quorum is present. In the event of the withdrawal of Officers and or Directors from the meeting resulting in a loss of quorum, the meeting Chair will continue the meeting for the purposes of discussion and record. All matters requiring a vote will be deferred to the next meeting of the Board of Directors.
- c) Except where otherwise provided for in this By-law, meetings of the Board of Directors may be conducted in-person, by teleconference, videoconference or other electronic means.
- d) Actions arising from a meeting of the Board of Directors, such as a recorded vote, may be conducted in-person, by e-mail or other electronic means, teleconference or videoconference.
- e) If a Director has a conflict of interest respecting a matter subject to a vote, such Director will disclose the conflict of interest and the Director will remove themselves from the meeting until the matter has been dealt with.
- f) The Board of Directors may not vote by proxy.
- g) Motions arising at any meeting of the Board of Directors will be decided by a majority of

votes of Board members present. Each Director is entitled to one vote on matters requiring a vote. In the event of a tie vote, the meeting Chair will break the tie.

- h) Except as otherwise provided by law, the Articles of Corporation or this By-law, the act of a majority of those Directors present in person at a meeting, teleconference call or by other electronic means at which a quorum is present, will be the action of the Board of Directors.
- i) Parliamentary procedure, as specified in Roberts Rules of Order, will be followed at all meetings of the Board of Directors.

12.3. Minutes of the Board of Directors Meetings:

Minutes of any regular and special meetings of the Board of Directors will be available on request from the Secretary by any Member. The minutes will be available in a reasonable time after each meeting. Material deemed confidential in nature will be deleted from minutes provided for general distribution.

ARTICLE 13: REMUNERATION AND CONFLICTS OF INTEREST

13.1. Remuneration of Officers, Directors and Members:

Officers, Directors and Members will serve the Corporation without remuneration. No Officer, Director or Member may directly or indirectly receive any profit from their position, but they may be reimbursed for reasonable expenses incurred in the performance of their duties for the Corporation.

13.2. Conflicts of Interest:

A Director or Member will declare that their/them has a conflict of interest wherever they or one of their family members is directly or indirectly involved in a matter before the committee/Board of Directors of which they are a member. The Board of Directors will determine through policy how conflicts of interest are to be handled.

ARTICLE 14: STANDING COMMITTEES

The following standing committees will be constituted at the discretion of the Board of Directors each year:

14.1. Governance and Nominations Committee:

The Governance and Nominations Committee is responsible for maintaining and reviewing from time to time the By-Law and Governance Manual as well as developing and implementing the annual process for identifying qualified members to serve on the Board and its Committees.

14.2. Finance Committee:

The Finance Committee is responsible for providing oversight on all financial matters of the Corporation including but not limited to the recommendation of the Annual Operating Plan, the annual audit process and ensuring the Treasurer prepares regular reports on

the financial health of Corporation.

14.3. Other Committees:

The Board of Directors may establish any other committees, which in its opinion are necessary or advisable. The Board of Directors will approve the terms of reference for such committee(s).

Terms of reference for and appointment of members to the Standing Committees and Other Committees are reviewed on an annual basis by the Board of Directors.

ARTICLE 15: BANKING AND EXECUTION OF DOCUMENTS

15.1. Signing Authority

Any Officer along with the President or the Executive Manager, may act jointly as signing authorities in the drawing and issuing of cheques and orders for the payment of monies out of funds of the Corporation. The Board, by resolution, may appoint such further signing authority as they may deem necessary from time to time.

15.2. Banking Arrangements:

The banking business of the Corporation will be transacted with such bank(s) as the Board of Directors may designate by resolution.

15.3. Audits:

An audit of the books must be conducted at the end of the fiscal year by such auditor as may be designated by the Board of Directors from time to time.

15.4. Execution of Documents:

Deeds, transfers, licenses, contracts and engagements on behalf of the Corporation will be signed by the Chair or the Treasurer; and by the President or Executive Manager

ARTICLE 16: PROTECTION OF DIRECTORS AND OFFICERS

No Director, Officer or committee member of the Corporation is liable for the acts, neglects or defaults of any other Director, Officer, committee member or employee of the Corporation or for joining in any receipt or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution of the Board or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the money of or belonging to the Corporation will be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or the Corporation with whom or which any moneys, securities or effects will be lodged or deposited or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of their respective office or trust provided that they have:

- i. complied with the Act and the Corporation's articles and By-laws; and
- ii. exercised their powers and discharged their duties in accordance with the Act.

16.1. Insurance

The Corporation will purchase and maintain insurance for the benefit of any Director, Officer or other person acting on behalf of the Corporation against any liability incurred in that person's capacity as a Director, Officer or other person acting on behalf of the Corporation, except where the liability relates to that person's failure to act honestly and in good faith with a view to the best interests of the Corporation.

ARTICLE 17: FISCAL YEAR

Until otherwise ordered by the Board of Directors, the fiscal year of the Corporation will end on the 30th day of April in each year.

ARTICLE 18: NOTICES

18.1. Service

Any notice required to be sent to any Member or Director will be provided by telephone, delivered personally, or sent by prepaid mail, facsimile, email or other electronic means to any such Member or Director at their latest address as shown in the records of the Corporation

18.2. Computation of Time

The day of serving or posting of the notice will not, unless it is otherwise provided, be counted in such number of days or other period.

18.3. Error or Omission in Giving Notice

No error or accidental omission in giving notice of any Board meeting or any Members' meeting will invalidate the meeting or make void any proceedings taken at the meeting.

ARTICLE 19: SEVERABILITY AND PRECEDENCE

The invalidity or unenforceability of any provision of this By-law will not affect the validity or enforceability of the remaining provisions of this By-law. If any of the provisions contained in the by-laws are inconsistent with those contained in the Articles or the Act, the provisions contained in the Articles or the Act, as the case may be, will prevail.

ARTICLE 20: AMENDING THE BY-LAW

20.1. This By-law of the Corporation may be repealed or amended if two steps are followed. First, the amendment must be approved by a majority vote of the Board of Directors. Second, to be effective, the amendment(s) must be approved by an affirmative vote of at least two-thirds (2/3's) of the members present at a Special

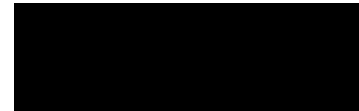
Meeting or at an Annual Meeting.

- 20.2. Any proposed amendments to this By-law will be first submitted in writing to the Board of Directors. Provided that they are submitted not less than fourteen (14) days before the next regular meeting of the Board of Directors. These proposals will be discussed and voted on at such up-coming meeting.
- 20.3. After an amendment has passed by a vote of the Board of Directors, it will then be brought to either a Special Meeting or the next Annual Meeting, as the Board of Directors determines, for a vote on the amendment(s) by the Membership. Proposed By-law amendments will be made available to the Membership upon request fourteen (14) days prior to either the Special Meeting or Annual Meeting at which the proposed amendments will be discussed.

Enacted October 28, 2021.



Agata Antkiewicz, Chair



Courtney Bremer, Secretary

Signatures redacted for broader distribution