

# Carleton University Academic Staff Association Constitution, Bylaws and Policies



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## Constitution (as amended April 29, 2022)

### **Preface**

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All members of CUASA shall:

- a. have the right to participate in the affairs of the Association;
- b. have the right to stand for elected office as prescribed by this Constitution; and,
- c. conduct themselves in accordance with this constitution and the bylaws.

### **Article I: Name**

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The name of the Association shall be the Carleton University Academic Staff Association, referred to hereinafter as the Association, or as CUASA.

### **Article II: Purpose**

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The purpose of the Association is to promote the welfare and interests of the Carleton University academic staff, including the regulation of employment relations between the University and the academic staff, and to affiliate with international, national, provincial and regional organizations for the advancement of the interests of the academic staff.

### **Article III: Membership**

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- 1) Membership in the Association shall be open to all members of the CUASA bargaining unit as defined in the Certificate of the Ontario Labour Relations Board, dated June 18, 1975, as further specified by decisions of the Board, dated April 4, 1975, and June 18, 1975, and as amended by the Board from time to time.
- 2) Non-voting associate membership in the Association shall be open to all retired academic staff and such other persons as are nominated from time to time by Council.
- 3) Any person eligible to be a member of the Association shall become a member upon the signing of an application for membership.

### **Article IV: Council**

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- 1) There shall be a Council of the Association responsible for determining the policy of the Association, and the making of By-laws, subject to the provisions of the Constitution and to such directions as may be given at any April or General Meeting.
- 2) Council shall consist of:
  - a. the Officers of the Association;
  - b. two (2) non-voting associate members representing retirees; and,
  - c. Council Representatives elected from the academic sub-units as defined in the Bylaws.

- 3) Sub-units shall be entitled to the following number of Council Representatives based on the number of Association members in the sub-unit:
  - a. At least 6 but fewer than 20 members: 1 Representative.
  - b. At least 20 but fewer than 40 members: 2 Representatives.
  - c. 40 or more members: 3 Representatives.
- 4) Sub-units with fewer than six members may join with other sub-units of their choice in order to have enough members to jointly elect one or more representatives.
- 5) Council Representatives shall be elected by the members of the Association of their respective sub-units for a term of three years beginning on April 1 of their year of election. They shall be eligible for re-election.
- 6) The associate members representing retirees shall be elected by and from among the retired associate members for a term of three years beginning April 1 of the year of election. They shall be eligible for re-election.
- 7) The Council shall meet at least six times during the period September to May of each academic year. It shall meet at the call of the Steering Committee, President or when requested by any five members of Council. At least one meeting shall normally scheduled to follow the April General Meeting.
- 8) The Vice President shall normally preside at Council meetings, and shall cast a vote only in the case of a tie.
- 9) A quorum for meetings shall be one-third of the members of Council.
- 10) Council shall fill any vacancies in the membership of any committee.
- 11) Any proposal to alter the Association's Bylaws shall be endorsed by 10 members of Council drawn from 2 faculties, and must be submitted in writing to the CUASA office 2 weeks in advance of a Council meeting to be placed on the agenda.
- 12) The President of CUASA shall resolve any dispute of the interpretation of the Association's constitution or bylaws, subject to the approval of Council at the first opportunity - with the President voting only in the case of a tie.

#### **Article V: Steering Committee**

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- 1) There shall be a Steering Committee of the Council consisting of the following:
  - a. President
  - b. Vice President
  - c. Past President
  - d. Treasurer
  - e. External Relations Officer
  - f. Salary and Benefits Officer
  - g. Chair, Nominations and Elections Committee
  - h. Chair, Collective Bargaining Committee

- i. Chair, Grievance Policy and Administration Committee
  - j. Chair, Internal Affairs Committee
  - k. Chair, Equity Committee
  - l. Instructor Representative
  - m. Professional Librarian Representative
- 2) The Steering Committee shall be responsible to the Council.
  - 3) The Steering Committee shall be responsible for advising the President on the conduct of his/her office.
  - 4) The Steering Committee shall implement the policies of the Association.
  - 5) The Steering Committee shall meet at least once a month during the period September to May of each academic year, at the call of the President, or on one week's written notice of any two members of the committee.
  - 6) A quorum for meetings of the Steering Committee shall be five members.
  - 7) The Steering Committee shall be responsible for reviewing the Association's Bylaws and advising Council of the need to create, delete or amend them.

#### **Article VI: Officers**

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- 1) The Association shall have the following officers:
  - a. President
  - b. Vice President
  - c. Past President
  - d. Treasurer
  - e. Chair, Collective Bargaining Committee
  - f. External Relations Officer
  - g. Chair, Grievance Policy & Administration Committee
  - h. Salary and Benefits Officer
  - i. Chair, Internal Affairs Committee
  - j. Chair, Equity Committee
  - k. Chair, Nominations & Elections Committee
  - l. Instructor Member Representative
  - m. Professional Librarian Representative
- 2) The term of office of the President shall be two (2) years. All other officers shall hold office for two years.
- 3) The term of the Past President shall be two (2) years commencing immediately following the completion of the term as President. The term of the Past President may be extended if the President is re-elected.
- 4) Each Officer shall assume office on July 1 of the year of election and shall be eligible for re-election. The President shall be eligible for re-election but not serve more than two terms in succession.

- 5) The President, Vice President and Past President shall not serve as Council representatives of sub-units.
- 6) Any of the Officers mentioned in Paragraph 1 of this Article who are not members of Council shall be ex officio voting members of Council.

#### **Article VII: Committees**

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- 1) There shall be Standing Committees of the Council on:
  - a. Collective Bargaining
  - b. Finance
  - c. Nominations and Elections
  - d. Grievance Policy and Administration
  - e. Internal Affairs
  - f. Equity
- 2) The membership and duties of the Standing Committees shall be as outlined in the bylaws.
- 3) Standing Committees shall report to Council as per the bylaws or at the request of the committee chair, the President or Council.
- 4) The Executive Director or other employees of the Association shall serve as a member (with voice only) of a committee upon request of the Steering Committee.
- 5) The President shall be an ex-officio member of all Standing Committees and of all ad hoc committees which Council may establish from time to time.
- 6) The members of each Standing Committee including the Chair shall be elected by the Council. Terms of service shall be as outlined in the bylaws.
- 7) Each Standing Committee shall meet at the call of its chairperson, or at the call of any two of its members.
- 8) Only members of the Association elected by Council shall be permitted to vote at a committee meeting.
- 9) A Standing Committee may appoint temporary sub-committees and assign them such duties as it deems advisable.
- 10) The Council may establish such ad hoc committees as it may deem advisable.

#### **Article VIII: General Meetings**

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- 1) There shall be not less than three General Membership Meetings annually: one in April and one following the beginning of each of the fall and winter academic terms.
- 2) The President shall call other General Meetings of the Association:
  - a. as directed by Council;
  - b. as directed by the Steering Committee;

- c. at the written request of fifteen members of the Association.
- 3) All General Meetings shall include, but not be limited to:
  - a. A report by the President;
  - b. Reports by any other Officers as deemed necessary by Council; and,
  - c. An opportunity for general discussion of these and any other matters raised by members.
- 4) At the General Meeting in April, the agenda shall also include:
  - a. A report by the Treasurer on the financial affairs of the union;
  - b. Approval of the annual budget; and,
  - c. Approval of changes to membership dues, if any.
- 5) At least one week's notice of any General Meeting of the Association shall be required.
- 6) The Vice President shall normally preside at General Meetings of the Association.

## **Article IX: Elections and Vacancies**

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### **General**

- 1) Election of the President, Officers and Council Representatives shall be by simple plurality.
- 2) The election of the President and Council Representatives shall be by electronic ballot of eligible members. Polls shall be open for a minimum of forty-eight (48) consecutive hours.
- 3) Candidates shall have the opportunity to make a statement to the relevant constituency regarding their candidacy.

### **Elections and Vacancies - President**

- 4) Elections for President shall occur prior to the April General Meeting.
- 5) Candidates for President shall be nominated from the membership of the Association. Nominations shall be in writing and shall require the signatures of two members of the Association.
- 6) All members of the Association shall be eligible to vote for the position of President.
- 7) Notice shall be sent to all members of CUASA in February of the year of election informing them of the vacancy and the procedure for nomination.
- 8) Should the President be unable to complete their term, the Vice President shall become the President. Should the Vice President be unable, Council shall elect a replacement to complete the term.

### **Elections and Vacancies - Other Officers**

- 9) The Council shall elect the Officers of the Association with the exception of the President after the April General Meeting.
- 10) The election of the President and the Vice President shall occur in alternating years.

- 11) Notice shall be sent to all members of CUASA in February of each year informing them of Officer or Chair vacancies as well as the procedure for nomination. This may be combined with the notice for the Presidential election, if any.
- 12) Elections shall take place by secret ballot at a duly constituted Council meeting.
- 13) Should an Officer be unable to complete their term, Council shall appoint a replacement. The replacement will serve the remainder of the term of the Officer being replaced.

### **Elections and Vacancies - Council Representatives**

- 14) The members of each sub-unit shall elect Council Representatives.
- 15) In February of each year, notice shall be sent to the members of units in which there is a Council Representative vacancy. The notice shall inform the members of the vacancy as well as the procedure for nomination.
- 16) Each candidate for Council Representative shall be nominated from the membership of the appropriate sub-unit. Nominations shall be signed by two members of the Association in the sub-unit. Only members of the sub-unit shall be eligible to vote.
- 17) The sub-unit, through the process in this Article, shall fill vacancies in the position of Council Representative. Sub-units shall be notified of vacancies at least twice per year.

### **University Committees**

- 18) The term for members representing CUASA on university committees, with the exception of the Joint Committee on the Administration of the Agreement, shall be two (2) years, beginning on July 1 of the year of appointment. Members may be reappointed.

### **Article X: Dues**

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There shall be an annual fee for membership in the Association, which shall normally be collected by monthly payroll deduction. Any change in the membership fee, or the imposition of special general levies, shall be proposed by Council and subject to ratification at a General Meeting of the Association.

### **Article XI: Finances**

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- 1) Council shall have charge of the finances of the Association and, subject to such direction as may be given at the April or any other General Meeting, shall authorize all expenditures by approval of the yearly budget.
- 2) All money received by the Association shall be deposited to one or several accounts in the Association's name. The signing officers shall normally be the President, Vice President and the Treasurer, and the signatures of any two of them shall be sufficient authorization for the drawing of funds from such accounts. The disbursement of funds, exceeding certain limits, shall be regulated by By-law. If one of the normal signing officers is unable to provide this function, the President may designate an alternate from among the Officers of the Association.
- 3) The Finance Committee shall draw up a yearly budget, monitor expenses, and recommend membership fees to Council.



- 4) The Treasurer shall present a yearly financial report to the April General Meeting, and such other reports as are requested by Council.

## **Article XII: Collective Agreement Ratification**

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- 1) Any collective agreements negotiated shall take force only upon ratification in accordance with the relevant provisions of The Ontario Labour Relations Act.
- 2) Unless otherwise specifically provided for in The Ontario Labour Relations Act and the Regulations made thereunder, ratification votes shall take place according to the following procedure:
  - i. One or more informational meetings to explain and discuss the terms of the proposed collective agreement shall be held, on not less than forty-eight (48) hours' notice, at least one week prior to any ratification vote.
  - ii. Ratification votes shall be by secret ballot and shall be open to all members of the bargaining unit.
  - iii. Regular balloting shall take place over 48 hours but shall not take place on weekends.
  - iv. Subject to the requirements of The Ontario Labour Relations Act, Council may decide by majority vote of those present to hold a ratification vote either by paper ballot or electronically.
- 3) In the ratification of collective agreements, members of a named sub-unit or other clearly distinguishable group of members within the Association shall vote separately on any clause(s) which affects only the named sub- unit(s) or group(s). In such a case, the members of the sub-unit(s) or group(s) shall have the power to veto only the clause(s) affecting solely the named sub-unit(s) or group(s) and shall vote together with all other members of the Association on all matters of common concern.
- 4) Except where otherwise provided for in The Ontario Labour Relations Act and Regulations made thereunder, authorization for Association work action of any type shall be granted by a simple majority of members of the Association voting by secret ballot. Council may decide by majority vote of those present to hold a strike or job action vote either by paper ballot or electronically.

## **Article XIII: Affiliations**

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- 1) The Association may affiliate with international, national, provincial, and regional organizations for the advancement of the interests of academic staff. Such affiliation or disaffiliation shall be subject to a vote of the members of the Association using, mutatis mutandis, the procedures specified for ratification votes under Article XII (2).
- 2) Affiliations with organizations existing at the time that the present Constitution comes into force shall be deemed to have been effected in accordance with the provisions of Article XIII (1).

#### **Article XIV: Amendments**

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- 1) Council shall give notice in writing of all proposed amendments to this Constitution to all members of the Association on at least two occasions not less than fourteen (14) days apart and an electronic ballot of the members of the Association on proposed amendments shall be conducted not less than fourteen (14) days and no more than twenty-eight (28) days after the second notice. A majority of two-thirds (2/3) of the votes cast shall be required to bring the proposed amendments into effect.
- 2) A proposal to amend the Constitution requires the endorsement of 15 members of CUASA drawn from at least two faculties and must be submitted in writing to the CUASA office 2 weeks prior to a meeting of Council to be placed on the agenda. Any such proposal shall first be passed by a majority of Council members in order for it to be put to a membership referendum.

#### **Article XV: Discipline for Misconduct**

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The Association may discipline members for engaging in misconduct including, but not limited to:

- Harassment/discrimination;
- Misappropriation of funds;
- Encouraging another member to take legal action against the Association before they exhaust internal remedies;
- Exposing confidential information about the Association;
- Breaching the confidentiality statement in Appendix A;
- Contributing to harassing, false, or defamatory comments about members of the Association; and/or
- Bringing false allegations of harassment or other misconduct without honest belief.

Any member who is found guilty of misconduct contrary to the Association's goals may be subject to discipline. Forms of discipline include, but are not limited to:

- Fine for misappropriation of funds;
- Reprimand;
- Suspension; or
- Expulsion.

Members shall only be subject to discipline following a fair investigation, with opportunity for an appeal, in accordance with the Member Conduct Policy.

## Bylaws (as amended March 24, 2022)

### **Bylaw 1: Responsibility for Collective Agreement Proposals**

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All collective agreement proposals shall be authorized by Council. The Steering Committee and other committees and sub-committees of the Association shall be merely advisory to the Council.

### **Bylaw 2: Negotiating Team**

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Council, on the advice of the Steering Committee, shall designate a Negotiating Team to negotiate the collective agreement with the management of Carleton University.

### **Bylaw 3: Strike Votes and Strikes**

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- a) Council shall determine the holding of any strike vote of the membership, normally upon the advice of the Negotiating Team.
- b) Council shall determine the commencement of any authorized strike or collective job action by members, or the end thereto, by a majority vote, normally upon the advice of the Negotiating Team.

### **Bylaw 4: CAUT Guidelines**

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Any collective agreement proposed by the Association shall be generally consistent with the guidelines published from time to time by the Canadian Association of University Teachers (CAUT).

### **Bylaw 5: Collective Agreements**

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The Negotiating Team shall present a tentative settlement arising out of collective bargaining with the management of Carleton University to the membership.

Members shall have access to the language of the tentative settlement no less than twenty-four (24) hours prior to the information meetings at which the settlement is presented.

The Negotiating Team may choose to inform Council of the tentative settlement ahead of the presentation to the membership. Individual members of Council shall be free to express their opposition to any proposed tentative settlement.

Following ratification, the members of the Negotiating Team shall sign the agreement.

### **Bylaw 6: Memoranda of Agreement**

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Prior to the signing of a memorandum of agreement with the employer:

Memoranda of Agreement on matters pertaining to the interpretation of the collective agreement with Carleton University that deal with individual or group issues are confidential and shall be handled according to the processes established by Council on the advice of the Grievance Policy and Administration Committee.

The Steering Committee and Council shall be informed of Memoranda of Agreement arising from Association grievances.

Memoranda of Agreement shall be signed by three representatives of the Association:

- the President or Vice President;
- An Officer of the Association other than the President or Vice President; and,
- A member of Council not on Steering.

## **Bylaw 7: Standing Committees**

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### **Collective Bargaining Committee**

#### **Duties**

The Committee shall be responsible for:

- a) Developing the collective bargaining demands for the Collective Agreement between CUASA and Carleton University for approval by Council. This shall include:
  - i. Providing bargaining-related information to members;
  - ii. Soliciting input from the members on collective bargaining priorities through various methods which may include convening meeting(s) open to all members of CUASA where issues can be raised and discussed, as well as by any other means deemed appropriate;
- b) Working with the Negotiating Team on initial proposal language;
- c) Supporting the research requirements of the Negotiating Team; and,
- d) Recommending to Council measures to build support among CUASA members for the bargaining demands given to the Negotiating Team.

#### **Composition**

The Committee shall be composed of:

- a) Chair, Collective Bargaining Committee (who shall serve as Chief Negotiator);
- b) Salary and Benefits Officer;
- c) Chair, Grievance Policy and Administration;
- d) four (4) other members selected to be broadly representative of the CUASA constituencies;
- e) Executive Director (non-voting); and,
- f) any other members as deemed necessary by Council.

#### **Reporting**

The Committee shall report to Council as necessary but no less than three times per year (normally prior to the three required General Meetings).

### Appointment of Committee Members

Council will elect committee members for two-year terms beginning July 1 of the year of appointment.

### **Nominations and Elections Committee**

#### Duties

The Committee shall be responsible for:

- a) Managing the process for elections to vacant positions on CUASA bodies, for CUASA representatives to University committees and for elected delegates to any organization to which CUASA is affiliated.
- b) Ensuring that CUASA members are aware of elections in which they are eligible to participate and of the duties of the vacant positions; and,
- c) In the absence of volunteers, encouraging CUASA members to stand as candidates for elected offices.

#### Composition

The Committee shall be composed of:

- a) Chair, Nominations and Elections; and,
- b) At least two (2) other members selected to be broadly representative of the CUASA constituencies.

#### Reporting

The Committee shall report to Council as necessary but no less than three times per year (normally prior to the three required General Meetings).

### Appointment of Committee Members

Council will elect committee members for two-year terms beginning July 1 of the year of appointment.

### **Finance Committee**

#### Duties

The Committee shall be responsible for:

- a) Preparing the annual budget;
- b) Monitoring income and expenditures;
- c) The annual audit of CUASA's finances;
- d) Recommending membership fees to Council; and,

- e) Developing and recommending to Council policy on the administration of funds controlled by the Association, including investments.

#### Composition

The Committee shall be composed of:

- a) Treasurer;
- b) President;
- c) Vice President;
- d) Executive Director (non-voting);
- e) A Council Member not on Steering; and,
- f) One other Association member who is not an Officer.

#### Reporting

The Committee shall report to Council and Steering at each regular meeting.

#### Appointment of Committee Members

Council will elect committee members for two-year terms beginning July 1 of the year of appointment.

### **Grievance Policy and Administration Committee**

#### Duties

The Committee shall be responsible for:

- a) Directing of the grievance process in consultation with Association staff;
- b) Developing and recommending to Council policy on grievance handling;
- c) Approving grievances to be taken to arbitration; and,
- d) Advising the Collective Bargaining Committee on grievance issues.

#### Composition

The Committee shall be composed of:

- a) Chair, Grievance Policy and Administration Committee;
- b) President, CUASA (*ex-officio*)
- c) A minimum of three (3) and no more than six (6) other members of the Association selected to be broadly representative of the CUASA constituencies;
- d) The Executive Director (non-voting); and,
- e) Senior Grievance and Arbitration Officer (non-voting).

#### Reporting

The Committee shall report to Council and Steering at each regular meeting.

### Appointment of Committee Members

Council will elect committee members for two-year terms beginning July 1 of the year of appointment as vacancies arise. Ideally, three (3) members will be elected each year, thus ensuring continuity and overlap in committee membership.

## **Internal Affairs Committee**

### Duties

The Committee shall be responsible for:

- a) Encouraging and facilitating member engagement with the Association;
- b) Promoting awareness and discussion of issues affecting CUASA members, including holding workshops and other special events; and,
- c) Providing recommendations to Council and other bodies on issues affecting members including, but not limited to, academic freedom and institutional governance.

### Composition

The Committee shall be composed of:

- a) Chair, Internal Affairs Committee;
- b) External Relations Officer; and,
- c) At least two (2) other members of the Association selected to be broadly representative of the CUASA constituencies.

### Reporting

The Committee shall report to Council as necessary but no less than three times per year (normally prior to the three required General Meetings).

### Appointment of Committee Members

Council will elect committee members for two-year terms beginning July 1 of the year of appointment.

## **Equity Committee**

### Duties

The Committee shall be responsible for:

- a) Consulting with members, particularly those from equity seeking groups, on equity issues;
- b) Promoting awareness and understanding of equity issues among CUASA members;
- c) Working collaboratively with other organizations to address equity issues;

- d) Representing CUASA on relevant university-level committees pertaining to equity issues; and,
- e) Working collaboratively with other CUASA committees where equity-related issues arise.

### Composition

The Committee shall be composed of:

- a) Chair, Equity Committee; and,
- b) At least two (2) other members of the Association selected to be as representative as possible of the various equity seeking groups.

### Reporting

The Committee shall report to Council as necessary but no less than three times per year (normally prior to the three required General Meetings).

### Appointment of Committee Members

Council will elect committee members for two-year terms beginning July 1 of the year of appointment.

### **Investigatory Council**

The Investigatory Council shall be responsible for fulfilling the duties and responsibilities identified in the CUASA Member Conduct Policy.

### **Appeals Council**

The Appeals Council shall be responsible for fulfilling the duties and responsibilities identified in the CUASA Member Conduct Policy.

### **Bylaw 8: Duties of Officers**

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#### 1. President

- a. Act as the principal spokesperson and leader of the Association in accordance with the Constitution, Bylaws and Policies of the Association;
- b. Work to protect and advance the interests of the Association;
- c. Serve as a member of the Joint Committee on the Administration of the Agreement;
- d. Chairs the Steering Committee;
- e. Coordinate the efforts of the Council, Steering and membership to achieve the objectives of the Association;
- f. Report at each regular meeting of Steering and Council;
- g. Transact any other business as may be required by the office of the President and which may be necessary for the proper functioning of the Association.

#### 2. Vice President



- a. Assist the President in carrying out his or her duties;
  - b. Normally chair Council and General meetings;
  - c. Serve as a member of the Joint Committee on the Administration of the Agreement; and,
  - d. Normally perform the duties of the President in the absence of the President.
3. Past President
- a. Serve as a member of the Joint Committee on the Administration of the Agreement; and,
  - b. Advises the President on the conduct of his/her office.
4. Treasurer
- a. Chair the Finance Committee;
  - b. Oversee administration of the finances of the Association;
  - c. With Association staff and the Finance Committee, monitor the current budget and prepare annually a draft budget for the coming year;
  - d. Make regular reports to the Steering Committee and Council on the status of the Association's finances;
  - e. Present an account of the Association's finances at each April General Meeting; and,
  - f. Work with Association staff to maintain the financial accounts of the Association.
5. External Relations Officer
- a. Normally represents CUASA at meetings of CAUT, CAUT Defence Fund, NUCAUT and the OCUFA Board of Directors;
  - b. May attend and/or find members of CUASA to attend flying pickets called by the CAUT Defence Fund; and,
  - c. Make reports to Council as necessary but no less than three times per year.
6. Salary and Benefits Officer
- a. Serve as a member of the Collective Bargaining Committee;
  - b. Advise the Association and its members on matters relating to salary and benefits; and,
  - c. With Association staff, advise job candidates on initial salary negotiations; and,
  - d. Make reports to Council as necessary.

### **Bylaw 9: Academic Sub-Units**

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For the purpose of Council representation, as defined in Article IV of the Constitution, the academic sub-units of the University are as follows:

the Schools of Architecture and Industrial Design;  
the School for Studies in Art and Culture;  
the Department of Biology;  
the Sprott School of Business;  
the School of Canadian Studies and Institute of Women's & Gender Studies;  
the Department of Chemistry;

the School of Computer Science;  
the Department of Earth Sciences;  
the Department of Economics;  
the Departments of Electronics and Civil Engineering;  
the Department of English;  
the Department of French;  
the Department of Geography;  
the Department of History;  
the College of Humanities/Religion/Greek and Roman Studies;  
the Norman Paterson School of International Affairs and EURUS;  
the Institute of Interdisciplinary Studies;  
the School of Journalism & Communications;  
the Department of Law and Legal Studies;  
the Library;  
the School of Linguistics and Applied Language Studies;  
the School of Mathematics and Statistics;  
the Department of Mechanical and Aeronautical Engineering;  
the Department of Philosophy;  
the Department of Physics;  
the Department of Political Science and Institute of Political Economy;  
the Department of Psychology;  
the School of Public Policy & Administration;  
the School of Social Work;  
the Department of Sociology and Anthropology;  
the Department of Systems and Computer Engineering; and  
Instructor employees.

This list shall be updated as required by the Constitution. Such updates shall not require Council approval.

#### **Bylaw 10: Limits on Disbursements of Association Funds**

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All expenditures not covered by a budget line require authorization.

- For expenses up to and including \$1,000.00, the Steering Committee or Council may give approval.
- For expenses above \$1,000.00, Council shall have the sole authority to give approval.

#### **Bylaw 11: Alternates and Proxies**

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##### Alternates

Council members shall have the right to name alternates who are members of the Association from the same sub-unit to attend one or more Council meetings on their behalf.

The Council chairperson must be notified in writing prior to the commencement of the meeting(s) in question.

Alternates shall have all the rights of a Council member for the meeting(s) in which they are an alternate.

Officers of the Association shall not have the right to name alternates except in their capacity, if any, as a representative to Council of a sub-unit.

#### Proxies

Proxy voting on any matter before Council shall be allowed provided that:

- a) the proxy is received in writing by the Council chairperson in time to be tallied in the vote count on the question at issue; and,
- b) provided the written submission of the proxy vote identifies the issue concerned with sufficient particularity to allow certainty concerning the meaning of the vote.

Officers of the Association shall have the same proxy rights as other Council members.

#### **Bylaw 12: Failure to Receive Notification of Meeting**

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

#### **Bylaw 13: Remuneration for Directors/Officers**

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Except for reasonable expenses, no remuneration shall be paid to Officers of the Association.

#### **Bylaw 14: Indemnity for Officers**

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Every director, officer or other person undertaking any action or liability on behalf of the Association, either within the scope of her/his 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:

- a) any and all costs, charges and expenses sustained or incurred in relation to the affairs of the Association, and
- b) any and all costs, charges, damages, and expenses sustained or incurred with respect to any action, suit or proceeding brought against her/him for any act or thing done or permitted by her/him in the execution of her/his duties, unless such costs, charges, damages or expenses are occasioned by her/his own willful neglect or default.

#### **Bylaw 15: Administration of Association Funds**

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All monies, securities and other valuable effects shall be deposited in the name and to the credit of the Association in such chartered bank or trust company, or in the case of securities, in such registered dealer in securities as may be designated by the Finance Committee.

#### **Bylaw 16: Annual Audit**

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The Association will appoint a chartered accountant to conduct an annual audit of CUASA's financial records.

### **Bylaw 17: Official and Back-up Versions of the Constitution, Bylaws and Ongoing Motions**

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The official version of the Constitution, Bylaws and Ongoing Council Motions shall be the one posted on the CUASA website. It shall be updated with changes from the revised minutes as soon as possible after the meeting at which the revised minutes are accepted. After each updating an electronic backup copy shall be made for safe keeping. Backup copies shall not be altered.

### **Bylaw 18: Staffing**

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Council shall be responsible for appointing a committee to negotiate a collective agreement between CUASA and the union representing CUASA's employees. Council shall also be responsible for ratifying said collective agreement.

### **Bylaw 19: Reporting**

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#### Delegates to Affiliated Organizations

Members serving as delegates to affiliates shall be required to:

- a) Submit a brief written report to the President following meetings of the affiliate to which they are a delegate; and,
- b) Where practical, consult in advance with Council regarding significant issues to be raised at meetings.

#### Representatives on University Committees

Members representing the Association on university committees shall be required to submit a written report to Council no less than once a year on the activities of the committee.

#### Conference Attendees

Members sponsored by the Association to attend conferences shall submit a written report to Council following the conference.

### **Bylaw 20: Council Meetings and Voting**

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1. The Chair of Council shall make every effort to ensure that voting takes place under conditions allowing for full and fruitful debate.
2. A majority of the Steering Committee may decide to hold a council meeting in person or virtually and/or to allow for secure electronic voting.
3. If a secure electronic vote is held, the Chair of Council shall provide instructions to Council members regarding the rules of debate and the methods of voting. The outcome of a secure electronic vote shall be recorded in a manner similar to that of an in-person vote.
4. The Chair of Council shall announce the results of a vote to Council as soon as is possible after the conclusion of voting. How council members voted shall be kept confidential unless an audit is required.
5. Any electronic vote will normally remain open for at least 24 hours. Electronic voting shall not take place on weekends.

### **Bylaw 20(A): General Membership Meetings and Voting**

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1. By a majority vote, the Steering Committee may decide whether to hold general membership meetings in person or virtually, and whether to allow for electronic voting of the membership.
2. If a secure electronic vote is held, the Chair of Council shall provide instructions to all members regarding the rules of debate and the methods of voting. The outcome of a secure electronic vote shall be recorded in a manner similar to that of an in-person vote.
3. The Chair of Council shall make every effort to ensure that voting takes place under conditions allowing for full and fruitful debate and shall announce the results of a vote to Council as soon as is possible after the conclusion of voting. How members voted shall be kept confidential unless an audit is required.
4. Any electronic vote will normally remain open for at least 24 hours. Voting shall not take place on weekends.

### **Bylaw 21: Parliamentary Authority**

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CUASA meetings and deliberations are governed by the most current Robert's Rules of Order, except where otherwise specified in the Constitution or Bylaws.

### **Bylaw 22: Special Rules of Order Not Specified Elsewhere**

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1. Meeting agenda
  - a. The normal order of business for a Council meeting shall be:
    - Call to order
    - Introductions (if new members are present)
    - Adoption of agenda
    - Corrections to / approval of minutes
    - Unfinished business (itemized)
    - Items arising (discussed here or later in the agenda at the discretion of the Chair)
    - President's report and questions
    - Committee business (motions) and question period
      - Standing committees (Collective Bargaining, Finance, Nominations and Elections, Grievance Policy and Administration, Internal Affairs, Equity)
      - Other officers, conference attendees, and ad-hoc committees
    - Business arising from Units
    - New business
    - Adjourn
  - b. The chair shall allocate and enforce time for each item on the agenda (which does not preclude the right of Council to further limit or extend time, by a simple majority vote).
  - c. Steering shall distribute the meeting agenda and each committee's or officer's report to Council at least 48 hours prior to each Council meeting.
  - d. Officers and committees that submit written reports to Council will be allocated time on the agenda for questions and motions. Motions and issues not contained in advance reports may be raised under New business.

- e. Council meetings shall adjourn at or before two hours.
2. Speeches in debate are limited to two speeches of two minutes each per member.
3. Members shall raise their hands to be recognized and may speak from a seated position if it is more comfortable to do so.
4. Quorum in general membership meetings shall be the number of persons present at the time. If that number is less than the size of Council, all new decisions made at the meeting will be automatically reconsidered at the next general meeting except for budget considerations or a matter deemed urgent by the Chair.
5. Quorum for an electronic vote is automatically met. Non-voters will be deemed to have abstained.
6. Unless otherwise specified in the Constitution or Bylaws, meetings may be held either in person or virtually.

## Policies

### **Academic Defence Fund Policy**

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*Adopted August 5, 1976*

#### **Academic Defence Fund: Terms of Reference**

- 1) The Academic Defence Fund shall be reserved exclusively for uses which defend the interests of the academic staff of Carleton University. Without limiting the generality of the foregoing, its principal use shall be to support the costs of grievance and arbitration actions of the Carleton University Academic Staff Association.
- 2) The Trustees of the Fund shall be the current President, President-Elect and Treasurer of the Carleton University Academic Staff Association.
- 3) The Trustees may withdraw or transfer monies from the Fund and from any account which they may open with monies assigned by the Association to the Fund. The Trustees may also use monies from the Fund to purchase notes or securities in the name of and on behalf of the Fund, provided that any such note or security shall be fully insured for its full face-value.
- 4) Monies from the Fund or monies from any account in the name of the Fund may be withdrawn by any two of the three Trustees of the Fund, provided however that no monies may be withdrawn or transferred from the Fund or from any account containing monies from the Fund without a majority vote in favour at a duly constituted meeting of the Steering Committee of the Association.

### **Policy and Advice Statement with respect to Strikes by Members of Another Bargaining Unit**

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*Adopted September 22, 1978 and amended November 15, 2002 and February 28, 2014*

The Association recognizes that one of the principles of unionism is that a union member should respect the request of other members of the union movement that they honour a picket line. However, decisions of the Ontario Labour Relations Board indicate that an Association-promoted refusal by an employee to cross a picket line set up by another union may constitute a strike which would violate the Labour Relations Act and the collective agreement. In light of this the Association must advise its membership as follows:

- 1) In the event of a legal strike against the Board of Governors by another union, members of the Association shall not undertake the work of those employees who are involved in such a strike. In such a situation members should also be alert to violations of our own contract or of the law, such as a reduction of services, unsafe or unsanitary conditions. Any attempt to compel members of the Association to do the work of striking employees or assist their replacements outside their normal duties or other violations of our own contract should be protested through the Grievance Procedures of our contract.
- 2) In the event of a legal strike by another union, members should also be aware of the fact that students may have conscientious objections to crossing a picket line. It is the view of the Association that such conscientious objection should be respected without prejudice to the

individual student and that members should take appropriate measures to accommodate such objections.

- 3) A mass refusal, promoted by the Association, to cross picket lines established at the University campus may constitute an illegal strike and subject the Association to appropriate penalties for violation of the Ontario Labour Relations Act and the collective agreement, particularly if members of the Association in positions of responsibility are involved, such as Councillors and Executive Officers.
- 4) The absence of a clause in our collective agreement insulating employees from disciplinary action on the part of the employer means that members of the academic staff who observe legal picket lines run a risk of disciplinary action by the employer; such disciplinary action usually takes the form of docking of pay. In the event of such discipline, members of the bargaining unit have a right to fair representation from the Association as in any other case.

## **Health and Safety**

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*Adopted on September 25, 2014*

**Approval Authority:** CUASA Council, Employee-Employer Relations Committee  
**Mandatory Review Date:** September 2015

The program that implements this policy can be found at [www.cuasa.ca/about/policy.php](http://www.cuasa.ca/about/policy.php).

### **Definitions**

“Act” is defined as the *Occupational Health and Safety Act*, R.S.O. 1990, as amended.

The definition of “Employee” shall be the same as the definition of Worker under the Act.

“Volunteer” is defined as an Officer of the Association (as outlined in the Association Constitution) or any non-Employee working on behalf of the Association in an official capacity.

“Workplace” is defined as the Association’s offices as well as any location where the business of the Association is being or is to be conducted.

### **Policy**

The Carleton University Academic Staff Association is committed to the health and safety of its employees, volunteers and members while in the workplace. Protection of all individuals in the workplace from injury or occupational disease as well as the promotion of a culture of safe and healthy workplace that facilitates the awareness of risk and the prevention of injury and illness is a major continuing objective. We will make every effort to provide a safe, healthy work environment.



All employers, supervisors, employees, volunteers and members must be dedicated to the continuing objective of reducing the risk of injury.

The Association will adhere to all applicable environmental and occupational health and safety legislation. The Association will adopt best practices that exceed legislated requirements as may be considered reasonable and appropriate. The Association shall work towards continuous improvement of its health and safety program.

The Association as an employer is ultimately responsible for employee health and safety. The Association commits to complying with its duties under the Act including taking every reasonable precaution for the protection of workers in the workplace.

Supervisors will be held accountable for the health and safety of the workers under their supervision. Supervisors are subject to various duties in the workplace, including the duty to ensure that equipment is safe and that employees are working in compliance with established safe work practices and procedures.

The President shall be held accountable for the health and safety of volunteers and members in the workplace. She/he shall take reasonable steps to ensure that the health and safety of individuals in the workplace is protected.

Every employee, member and volunteer must protect his or her own health and safety by working in compliance with the law and with safe work practices and procedures established by the Association. Individuals will receive information, training and competent supervision in their specific work tasks to protect their health and safety.

It is in the best interest of all parties to consider health and safety in every activity. Commitment to health and safety must form an integral part of this organization.

### **Contacts**

President  
President-Elect  
Executive Director  
Unifor Local 567 Steward (staff only)

**In the event of an emergency, the Department of University Safety should be contacted at (613) 520-4444.**

### **Workplace Harassment**

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*Adopted on September 25, 2014*

**Approval Authority:** CUASA Council, Employee-Employer Relations Committee  
**Mandatory Review Date:** September 2015

The program that implements this policy can be found at [www.cuasa.ca/about/policy.php](http://www.cuasa.ca/about/policy.php).

**Definitions:**

Workplace Harassment

“Workplace Harassment” as defined by the Occupational Health and Safety Act, means, engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

Harassment is an expression of perceived power and superiority by the harasser(s) over another person or group. Harassment may be based on one of the following (though it does not have to be): sex, race, creed, colour, religion, ethnic origin, place of origin, sexual orientation, political affiliation, gender identity, gender expression, marital status, family status, disability, language, age, social and economic class, or activism and participation in a union.

Harassment is unwelcome, unwanted and uninvited. It may be expressed verbally or physically, is usually coercive and it can occur as a single incident or on a repeated basis. It comprises actions, attitudes, language or gestures, which the harasser knows or reasonably ought to know are abusive, unwelcome or wrong. It may include but is not limited to:

- Unwelcome remarks, jokes, innuendos, taunts or other discriminatory communication in any media;
- Insulting or malicious gestures or practical jokes which cause someone embarrassment or discomfort;
- Ridiculing, degrading or expressing hatred or intolerance, whether verbally, in writing or physically;
- Display of offensive material/pictures or graffiti;
- Placing unreasonable limitations on someone because of a perceived need (e.g. disability, pregnancy, etc.);
- Leering (sexually suggestive staring);
- Defamation of religious imagery;
- Mockery of religious practices, customs or religious wear;
- Demands for sexual favours;
- Unnecessary physical contact such as touching, patting or pinching;
- Making comments about one’s appearance or personal life; or,
- Expressing or promoting racial hatred.

Harassment does not include the legitimate exercise of management functions and legitimate exercise of academic freedom.

## Bullying and Personal Harassment

Bullying or personal harassment are defined as actions which degrade or demean an individual including but not limited to: mobbing, offensive, malicious and/or cruel behaviour with the aim to humiliate, intimidate, undermine or destroy the character or confidence of an individual or group of individuals. Bullying and personal harassment may include an abuse of power or perceived power by one person or group over another that degrades an individual. Bullying behaviour is often persistent and part of a pattern, but it can also occur as a single incident. This is normally carried out by an individual who ought reasonably to have known that his/her actions are unwelcome or unwanted. It can also be an aspect of group behaviour. The policy includes any member in any type of relationship, for example domestic, intimate or common law partnerships.

Some examples of bullying and personal harassment include but are not limited to:

- Abusive and offensive language;
- Insults;
- Teasing;
- Spreading rumour or innuendo;
- Unfair blame for mistakes;
- Exclusion;
- Intimidation;
- Humiliation;
- Practical jokes;
- Outbursts or displays of anger directed at others;
- Targeting of an individual through persistent, unwarranted criticism;
- Belittling or disregarding opinions or suggestions; or,
- Public criticism.

Context is important in understanding bullying, particularly verbal communication. There is a difference between friendly insults between long-time work colleagues and comments that are meant to be, or are taken as demeaning.

## Sexual Harassment

Sexual harassment violates personal integrity, the dignity of individuals and groups and fundamental rights. Sexual harassment occurs when an individual engages in sexually harassing behaviour or inappropriate conduct of a sexual nature that is known, or ought reasonably to be known, to be unwelcome and that:

- Interferes with the employment or participation in an Association-related activity for the person harassed; and/or,

- Is associated with an expressed or implied promise of employment-related or other consequences for the person being harassed (including reward, reprisal, or conditions of study or employment); and/or,
- Provides a basis for employment or other decisions affecting the person harassed; and/or,
- Creates an abusive, demeaning, or threatening environment for the person harassed; and/or,
- Excludes the person harassed from rights and/or privileges to which they are entitled.

Some examples of sexual harassment include but are not limited to:

- Unwelcome sexual solicitations, flirtations or advances;
- Sexually suggestive comments, gestures, threats or verbal abuse;
- Sexual assault which includes unwarranted touching or physical contact of a sexual nature or coerced consent to sexual contact;
- Inappropriate display or transmission of sexually suggestive or explicit pictures, posters, objects or graffiti;
- Leering, compromising invitations or demands for sexual favours;
- Degrading, demeaning or insulting sexual comment or content, including unwelcome remarks, taunting, jokes or innuendos about a person's body, sexual orientation or sexual conduct;
- Misuse of position or authority to secure sexual favours;
- Persistent, unwanted attention or requests for sexual contact after a consensual relationship has ended; or,
- A course of sexualized comment or conduct that interferes with the dignity or privacy of an individual or group.

This policy is not intended to interfere with ordinary social or personal relationships among members or staff of the Association or impinge on normal expectations of privacy. Consensual relationships are not examples of sexual harassment.

#### Abuse of Supervisory Authority

Abuse of supervisory authority includes all forms of making conditional or appearing to make conditional employment, or other services, benefits, opportunities or facilities upon performance unrelated or irrelevant to the employment status of the one supervised. Such abuse can occur even if it does not have the intention or effective of benefitting the supervisor in question.

This can include unjustified discipline such as a supervisor who undervalues work, withholds vital information, sets individuals up to fail, monitors movement or removes areas of responsibility without justification.

#### Volunteer

A volunteer is defined as an Officer of the Association (as outlined in the Association Constitution) or any non-Employee working on behalf of the Association in an official capacity.

## Workplace

The workplace is defined as the Association's offices as well as any location where the business of the Association is being or is to be conducted.

### **Policy:**

The Carleton University Academic Staff Association is committed to providing a workplace in which all individuals are treated with respect and dignity. As such, the Association will take whatever steps are reasonable to protect our members and workers from harassment from all sources.

Harassment, including but not limited to workplace harassment, sexual harassment, personal harassment, bullying or abuse of supervisory authority, will not be tolerated from any person in the workplace. This policy applies to all members and staff of the Association as well as visitors, contractors, students and volunteers. Everyone is expected to uphold this policy and to work together to prevent workplace harassment.

There is a workplace harassment program that implements this policy. It includes measures and procedures to protect against workplace harassment, a means of summoning immediate assistance and a process for the reporting of incidents or the raising of concerns.

The Association shall ensure this policy and the supporting program are implemented and maintained and that all individuals covered by the policy have appropriate information and instruction to protect them from harassment in the workplace.

The Association pledges to investigate and deal with all incidents and complaints of workplace harassment in a fair and timely manner as outlined in the workplace harassment program, respecting the privacy of all concerned as much as possible.

Nothing in this policy prevents or discourages a worker or member from filing an application with the Human Rights Tribunal of Ontario on a matter related to Ontario's Human Rights Code within one year of the last alleged incident. Workers and members also retain the right to exercise any other legal avenues that may be available.

All must work in compliance with this policy and the supporting program.

## Reporting

Threatening or violent behavior shall not be ignored. Individuals are strongly encouraged to raise any concerns about or incidents of workplace harassment. Reports should be made to the President, President-Elect or Executive Director.

**There will be no negative consequences for persons making reports in good faith.**

**Contacts:**

President  
President-Elect  
Executive Director  
Unifor Local 567 Steward (staff only)

**In the event of an emergency, the Department of University Safety should be contacted at (613) 520-4444.**

**Workplace Violence**

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*Adopted on September 25, 2014*

**Approval Authority:** CUASA Council, Employee-Employer Relations Committee  
**Mandatory Review Date:** September 2015

The program that implements this policy can be found at [www.cuasa.ca/about/policy.php](http://www.cuasa.ca/about/policy.php).

**Definitions:**

The definition of “Employee” shall be the same as the definition of Worker under the Act.

“Volunteer” is defined as an Officer of the Association (as outlined in the Association Constitution) or any non-Employee working on behalf of the Association in an official capacity.

“Workplace Violence” as defined by the Occupational Health and Safety Act, means,

- the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Workplace violence includes domestic violence that could cause physical injury to a person in the workplace.

“Workplace” is defined as the Association’s offices as well as any location where the business of the Association is being or is to be conducted.

**Policy:**

The Carleton University Academic Staff Association is committed to the protection of the health, safety, and wellbeing of all members and staff of the Association. As such, the Association will take whatever steps are reasonable to protect our members and workers from workplace violence from all sources. All acts of violence are strictly prohibited.

Violent behaviour in the workplace is unacceptable from anyone. This policy applies to all members and staff of the Association as well as visitors, contractors, students and volunteers. Everyone is expected to uphold this policy and to work together to prevent workplace violence.

There is a workplace violence program that implements this policy. It includes measures and procedures to protect against workplace violence, a means of summoning immediate assistance and a process for the reporting of incidents or the raising of concerns.

The Association shall ensure this policy and the supporting program are implemented and maintained and that all individuals covered by the policy have appropriate information and instruction to protect them from violence in the workplace.

The Association pledges to investigate and deal with all incidents and complaints of workplace violence in a fair and timely manner as outlined in the workplace violence program, respecting the privacy of all concerned as much as possible.

All must work in compliance with this policy and the supporting program.

### Reporting

Threatening or violent behavior shall not be ignored. Individuals are strongly encouraged to raise any concerns about workplace violence and are required to report any violent incidents or threats. Reports should be made to the President, President-Elect or Executive Director.

**There will be no negative consequences for persons making reports in good faith.**

The Association will hold individuals accountable and will impose discipline and other sanctions up to and including discharge, expulsion, and trespass notices for violation of this policy. The Association may also initiate criminal or civil proceedings against persons who engage in workplace violence.

### **Contacts:**

President  
President-Elect  
Executive Director  
Unifor Local 567 Steward (staff only)

**In the event of an emergency, the Department of University Safety should be contacted at (613) 520-4444.**

## **Travel Policy for Arbitrations: Grievors and Association Witnesses**

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*Adopted on October 17, 2018*

**Approval Authority:** CUASA Council

**Last revised:** March 5, 2018

For the purposes of this policy, a “*grievor*” is defined as the individual bargaining unit member whose grievance is being heard at arbitration and therefore has the right to appear before an arbitrator. A grievor does not require a summons to be in attendance.

An “*Association witness*” is a member who has been summoned to appear by an arbitrator or requested by the Association’s Representative on Record to attend, for the purposes of the arbitration.

“*Observers*” shall not be entitled to the reimbursement of any costs under this policy. Observers are those members who are not required to attend as a witness or signing authority of the Association.

This policy is not intended to apply for Tenure and Promotion Appeals or any other stages of the grievance process.

### **1. Rates**

The costs of meals will be reimbursed in accordance with CAUT rates.

### **2. Travel**

- a. Grievors and member witnesses are expected to use private vehicles, taxi or public transit when the primary residence is within 100 km of the National Capital Region. For Grievors and member witnesses whose primary residence is outside of the National Capital Region, rail travel may apply if it is the most economical means.
- b. If a grievor or member witness is residing in a location other than the primary residence during a period of sabbatical, a leave of absence or research or scholarly duties such as fieldwork, the Association will reimburse the actual costs of the most economical means of travel available. Rail and Air travel may apply.
- c. For a grievor whose employment has been terminated, the Association will reimburse the actual costs of the most economical means of travel available. Rail and Air travel may apply.
- d. For a witness who does not reside in the National Capital Region and is not a member of the bargaining unit, the Association will reimburse the actual costs for only the most economical means of travel available.



- e. Whenever possible, the Association shall book the travel for the grievor or witness to avoid financial hardship to the individual.

### **3. Hotel and Private Accommodations**

In the event that the grievor is residing in a location other than the primary residence during a period of sabbatical or leave of absence, and since the Association's membership is geographically based in Ottawa and its members normally work at the Carleton University, no hotels or stipends for private accommodations shall be paid for by the Association for the purposes of attending an arbitration, except for those cases as specified in section 2(b), 2(c) and 2(d) of this policy.

### **4. Dependent Care**

Additional expenses incurred for the purposes of dependent care for attendance at an arbitration that exceeds the regular hours that the care is normally scheduled for, shall be reimbursed by the Association.

### **5. Parking**

The cost of parking for the purposes of attending an arbitration, whether as a grievor or as an Association Witness, shall be reimbursed.

### **6. Expense Claims**

All expense claims, including receipts, shall be submitted to the Office Manager for proper processing.

### **7. Additional Expenses**

Any additional expenses requested shall be submitted to the Grievance Policy and Administration Committee for approval in advance.

## **CUASA Member Conduct Policy**

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*Adopted on March 24, 2022*

**Approval Authority:** CUASA Council

**Mandatory Review Date:** March 2025

### **1.0 Introduction**

1.1 CUASA recognizes that harassment and discrimination erode the ability of individuals to meaningfully exercise their associational rights and in turn erodes the Association's collective power. All individuals are entitled to fully participate in the Association's affairs without fear of harassment. As

a result, CUASA is committed to working towards providing individuals with an environment in which members are treated with dignity and respect.

1.2 CUASA recognizes that as a labour union, it is a political organization, and it is necessary to protect the freedom of expression in order to properly advance the interests of its membership. Furthermore, CUASA is a labour union of academic professionals and as such, academic freedom remains of the utmost importance. These values must be considered together with the need for individuals to be free from harassment in union activities. Harassment does not include legitimate political debate and the exercise of academic freedom.

## **2.0 Scope**

**2.1** This policy governs the interactions between CUASA bargaining unit members while they are engaging in Association activities, including but not limited to, attending:

- meetings;
- events;
- conferences;
- educationals;
- workshops;
- town halls;
- demonstrations;
- picket lines; and
- assemblies.

2.2 Online activity, such as posting intimidating comments on social media or sending inappropriate emails, will also be covered by this policy so long as it is between CUASA members.

## **3.0 Definition of harassment**

3.1 Harassment is defined as conduct that is known to be, or ought known to be, unwelcome.

3.2 Harassment is an expression of perceived power and superiority by the harasser(s) over another person or group. Harassment may be based on one of the following (though it does not have to be): sex, race, creed, colour, religion, ethnic origin, place of origin, sexual orientation, political affiliation, gender identity, gender expression, marital status, family status, disability, language, age, social and economic class, or activism and participation in a union.

3.3. Harassment is unwelcome, unwanted and uninvited. It may be expressed verbally or physically, is usually coercive and it can occur as a single incident or on a repeated basis. It comprises actions, attitudes, language or gestures, which the harasser knows or reasonably ought to know are abusive, unwelcome or wrong. It may include but is not limited to:

- Unwelcome remarks, jokes, innuendos, taunts or other discriminatory communication in any media, including online media;

- Insulting or malicious gestures or practical jokes which cause someone embarrassment or discomfort;
- Ridiculing, degrading or expressing hatred or intolerance, whether verbally, in writing or physically;
- Display of offensive material/pictures or graffiti;
- Placing unreasonable limitations on someone because of a perceived need (e.g. disability, pregnancy, etc.);
- Leering (sexually suggestive staring);
- Defamation of religious imagery;
- Mockery of religious practices, customs or religious wear;
- Demands for sexual favours;
- Unnecessary physical contact such as touching, patting or pinching;
- Reporting continuous baseless complaints against an individual(s) in the Association;
- Making comments about one's appearance or personal life; or,
- Expressing or promoting racial hatred.

#### **4.0 Bullying and Personal Harassment**

4.1 Bullying or personal harassment are defined as actions which degrade or demean an individual including but not limited to: mobbing, offensive, malicious and/or cruel behaviour with the aim to humiliate, intimidate, undermine or destroy the character or confidence of an individual or group of individuals. Bullying and personal harassment may include an abuse of power or perceived power by one person or group over another that degrades an individual. Bullying behaviour is often persistent and part of a pattern, but it can also occur as a single incident. This is normally carried out by an individual who ought reasonably to have known that his/her actions are unwelcome or unwanted. It can also be an aspect of group behaviour. The policy includes any member in any type of relationship, for example domestic, intimate or common law partnerships.

Some examples of bullying and personal harassment include but are not limited to:

- Abusive and offensive language;
- Insults;
- Teasing;
- Spreading rumour or innuendo;
- Unfair blame for mistakes;
- Exclusion;
- Intimidation;
- Humiliation;
- Practical jokes;
- Outbursts or displays of anger directed at others;
- Targeting of an individual through persistent, unwarranted criticism;
- Belittling or disregarding opinions or suggestions; or,
- Public criticism.

4.2. Context is important in understanding bullying, particularly verbal communication. There is a difference between friendly insults between long-time work colleagues and comments that are meant to be, or are taken as demeaning.

## **5.0 Sexual Harassment**

5.1 Sexual harassment violates personal integrity, the dignity of individuals and groups and fundamental rights. Sexual harassment occurs when an individual engages in sexually harassing behaviour or inappropriate conduct of a sexual nature that is known, or ought reasonably to be known, to be unwelcome and that:

- Interferes with the participation in an Association-related activity for the person harassed; and/or,
- Is associated with an expressed or implied promise of consequences for the person being harassed (including reward, reprisal, or conditions of Association participation); and/or,
- Provides a basis for Association-related decisions affecting the person harassed; and/or,
- Creates an abusive, demeaning, or threatening environment for the person harassed; and/or,
- Excludes the person harassed from rights and/or privileges to which they are entitled.

Some examples of sexual harassment include but are not limited to:

- Unwelcome sexual solicitations, flirtations or advances;
- Sexually suggestive comments, gestures, threats or verbal abuse;
- Sexual assault which includes unwarranted touching or physical contact of a sexual nature or coerced consent to sexual contact;
- Inappropriate display or transmission of sexually suggestive or explicit pictures, posters, objects or graffiti;
- Leering, compromising invitations or demands for sexual favours;
- Degrading, demeaning or insulting sexual comment or content, including unwelcome remarks, taunting, jokes or innuendos about a person's body, sexual orientation or sexual conduct;
- Misuse of position or authority to secure sexual favours;
- Persistent, unwanted attention or requests for sexual contact after a consensual relationship has ended; or,
- A course of sexualized comment or conduct that interferes with the dignity or privacy of an individual or group.

5.2 This policy is not intended to interfere with ordinary social or personal relationships among members of the Association or impinge on normal expectations of privacy. Consensual relationships are not examples of sexual harassment.

## **6.0 Harassment statement**

6.1 To support CUASA's efforts to provide a harassment-free environment, the Chair of a meeting or coordinator of a CUASA event will read the following statement aloud before every CUASA event to remind individuals of the conduct expected within the Association:

CUASA aims to create a harassment-free environment for all its members. Everyone is entitled to fully participate in CUASA's activities without fear that they will be targeted, harassed, discriminated against, or bullied. Harassment weakens and divides our membership. CUASA is committed to working towards providing individuals with an environment in which all members are treated with dignity and respect.

## **7.0 The Investigatory Council and Appeals Council**

7.1 In order to properly address allegations of harassment between members, CUASA Council will create both an Investigatory Council and Appeals Council to apply this policy on its behalf. The Investigatory Council and Appeals Council shall be considered standing committees.

7.2 The Investigatory Council has the delegated authority to:

- screen complaints to determine if they should move forward in the Complaints Process;
- refer parties to a complaint to dispute resolution at any point in the Complaints Process;
- investigate allegations of harassment;
- make findings on the presence of harassment; and
- impose penalties where complaints of harassment are founded.

7.3 Where a respondent or complainant seeks an appeal, the complaint is referred to the Appeals Council. The Appeals Council will review the decision of the Investigatory Council using the material that was before the Investigatory Council. The Appeals Council has the delegated authority to:

- dismiss the appeal;
- allow the appeal; and/or
- vary the penalty imposed.

7.4 In order to determine the makeup of the Investigatory Council and the Appeals Council, CUASA will form a roster of Association members. The roster will always have 9-10 members on it. These members must be trained on how to receive complaints, process complaints, investigate complaints, maintain confidentiality, and ensure procedural fairness. Individuals on the roster will be trained on both the Investigatory Council and Appeals Council processes.

7.5 For each complaint, the Investigatory Council and the Appeals Council shall be made up of three members from the roster. Members are not able to sit on both Councils at the same time for the same complaint. However, a member may be selected to sit on the Investigatory Council for one complaint and the Appeals Council for another.

7.6 Once the Investigatory Council is formed, the members on the Council will choose a Chair to lead meetings and decide on the timeliness of complaints.

7.7 Steering Committee members may form part of the roster in the event that no other members are available. Where a member of the Steering Committee is selected to sit on either one of these

Councils, CUASA must limit the number of Steering Committee members to 1 out of 3 at a time on either Council.

7.8 If a complainant or respondent of a harassment complaint requests that a member recuse themselves from sitting on the Investigatory Council or Appeals Council due to an alleged conflict of interest, it will be the decision of the respective Council to decide if recusal would be appropriate. Where a member is deemed to be in a conflict of interest, a new individual from the roster will be chosen. Where no conflict of interest is found, the Council will proceed forward with the complaint.

### **8.0 Step 1 of the Complaints Process: Reporting**

8.1 Where a member or elected official believes they have been subjected to harassment from another member or elected official, they have 3 months, or 90 calendar days, from when they knew or ought to have known that the misconduct last occurred to file a complaint with a rostered member who shall preserve the complaint until a section 7.6 of this policy is duly completed and the complaint may be turned over to the Chair of the Investigatory Council.

8.2 Should a member or elected official wish to report an incident which falls outside this limitation period, the Chair of the Investigatory Council retains the discretion to either:

- admit the complaint where extraordinary circumstances are present; or
- dismiss the complaint as untimely.

8.3 Any individual related to a complaint, whether it be as a complainant, respondent, or witness, cannot sit on that complaint's respective Investigatory Council or Appeals Council.

### **9.0 Step 2 of the Complaints Process: Screening**

9.1 Once reported, the selected Investigatory Council must look at the complaint to see if it should continue in the Complaints Process. In doing so, the Investigatory Council must consider all the information they have before them and decide if the complaint should:

- move forward to be further investigated; or
- be dismissed where the complaint is either:
  - frivolous;
  - vexatious;
  - in bad faith;
  - arbitrary;
  - untimely; or
  - has no reasonable prospect of success.

9.2 Unless it is subject to an appeal, a dismissed complaint will not be used for any other purpose by the Association.

9.3 Where a complaint is to be dismissed, the Investigatory Council must fully articulate and provide its reasons in writing to the Complainant. The Investigatory Council must also provide the Complainant with an opportunity to make further submissions if the complaint is to be dismissed.

9.4 The Respondent may or may not be notified in writing at all about the complaint at this screening stage where the complaint is dismissed from the outset.

### **10.0 Step 3 of the Complaints Process: Dispute Resolution**

10.1 The Confidentiality Statement at Appendix A of this Policy must be signed by the complainant, respondent, and witnesses following the screening stage. An individual who breaches this agreement may be subject to discipline under Article XV of the Constitution.

10.2 CUASA aims to resolve matters cooperatively, expeditiously, and efficiently. As a result, a complaint that is not dismissed at the screening stage may be referred to dispute resolution.

10.3 The Investigatory Council will refer a complainant and respondent to the Council's choice of a dispute resolution mechanism. The services available could include, but are not limited to,

- mediation;
- discussion with Association representatives available; and/or
- discussion with a counsellor.

10.4 Dispute resolution may also be recommended by the Investigatory Council at later stages in the Complaints Process.

10.5 All information which arises in efforts to settle the dispute must be kept confidential and will not be used by either party in later steps.

10.6 Should a complaint fail to resolve at the dispute resolution stage, it will move onto the Investigation and Decision stage.

### **11.0 Step 4 of the Complaints Process: Investigation and Decision**

11.1 The Investigatory Council will determine how much more information it needs to sufficiently decide on the complaint. The Investigatory Council is empowered to conduct interviews and gather evidence.

11.2 Once the Investigatory Council believes it has contacted all relevant witnesses and collected enough information, it will decide upon the complaint through a majority vote. The Investigatory Council will send the Complainant and Respondent a letter detailing its decision and reasoning for the complaint in writing.

11.3 If the complaint is founded, the Investigatory Council will impose discipline on the Respondent in appropriate circumstances in accordance with Article XV of the Constitution.

11.4 Where the Investigatory Council decides it is necessary, it may refer a complaint to an external investigator. The Investigatory Council retains the power to impose discipline based on the findings of the external investigator.

## **12.0 Step 5 of the Complaints Process: Appeal**

12.1 The Complainant or Respondent may wish to appeal a decision of the Investigatory Council.

12.2 The Appeals Council will hear appeals in instances in which:

- a complainant was dissatisfied with the findings and/or the process of the Investigatory Council;
- a complainant was dissatisfied with the penalty imposed by the Investigatory Council;
- a respondent was dissatisfied with the findings and/or the process of the Investigatory Council; and/or
- a respondent was dissatisfied with the penalty imposed by the Investigatory Council.

12.3 An appeal must be filed within 30 calendar days of the Investigatory Council's decision. The Appeals Council retains the discretion to allow an appeal outside of this limitations period where extraordinary circumstances are present.

## **APPENDIX A: CONFIDENTIALITY STATEMENT**

I, \_\_\_\_\_, solemnly declare that I will, to the best of my abilities, keep information confidential that I come to learn throughout the course of the Complaints Process. Once a decision on a complaint is finalized through an outcome of an investigation, the terms of this confidentiality statement will no longer be enforced.

I understand that should the Association learn that I revealed confidential material relating to a complaint, I may be subject to discipline under Article XV of the Constitution.

The integrity of the Association's investigative process must be preserved. Confidentiality ensures that individuals in the Association are not dissuaded from coming forward with complaints of harassment. I recognize that confidentiality must be maintained during the Complaints Process to protect individuals from rumours and harassment stemming from unfounded complaints.

This statement must be signed by complainants, respondents, and witnesses to every complaint that comes to the attention of the Investigatory Council following the screening stage.