

CONSTITUTION

BRANDON UNIVERSITY FACULTY ASSOCIATION

(Adopted September 9, 1977)

Article I **TITLE**

This Association shall be known as the Brandon University Faculty Association.

Article II **PURPOSES AND AIMS**

1. To act as the representative of all full-time and part-time members of the academic and instructional staff of Brandon University, including sessional instructors and laboratory instructors, ~~cartographers~~, counselors, professional librarians, continuing education specialists, and all other staff within the bargaining unit(s) represented by BUFA for purposes which include:
 - a) the regulation of relations between the administration of Brandon University or its designate and the Association;
 - b) all matters affecting the terms and conditions of employment of the members of the bargaining unit represented by the Association, including provisions respecting rates of pay and hours of work; and
 - c) acting as the exclusive bargaining agent on behalf of the members of the Association with the administration of Brandon University or its designate for the purpose of negotiating a collective bargaining agreement within the meaning of the Labour Relations Act of Manitoba.
2. To help maintain academic freedom and to encourage participation in academic life.
3. To deal with matters of academic concern to members of the Association.
4. To promote the social, economic and general welfare of members of the Association.
5. To promote the general welfare of the University.
6. To do all such things as are necessary or incidental to the attainment of the above purposes and aims.

Article III **MEMBERSHIP**

1. Membership in the Association is open to any of the persons described in Article II (1) herein, excepting those who perform primarily management functions or are employed in a confidential capacity in matters relating to labour relations.
2. Associate membership is open to all persons who have retired from the University.

Associate members shall be entitled to attend meetings of the Association but are not entitled to vote. Associate members are entitled to seek aid and advice from the Association.

3. Any person described in Article III(1) who signs an application card and pays the prescribed fee shall be deemed to be a member in good standing of the Association upon an officer or authorized agent of the Association counter-signing the application.

Article IV **UNION DUES**

1. Union dues for the bargaining unit shall be the amount set from time to time by the membership of the Association, but in no event shall such dues be less than \$1.00 per month.
2. Associate members shall be levied a fee of \$1.00 per month during the full calendar year. This fee must be forwarded directly to the Treasurer of the Association.

Article V **OFFICERS**

1. The Officers of the Association shall be: President, immediate Past-President, Vice-President, Secretary and Treasurer.
2. The Officers shall be elected by the General Body at the annual meeting in April, with the exception of the Treasurer who will be elected at the annual meeting in October for a period of 17 months, with the first 5 months being spent as Assistant Treasurer. **Beginning in April 2017, the President and Vice-President shall serve a two-year term.**

Article VI **EXECUTIVE**

1. The Executive shall consist of the Officers of the Association elected by the General Body at the annual meeting in April, together with eight (8) additional members, elected as noted below in Article VI.2, one from each of the following groups: the Faculty of Arts, the Faculty of Science, the Faculty of Education, the School of Music, the Faculty of Health Studies, the off-campus educational projects which come under the aegis of Brandon University, the Professional, Instructional and Administrative Associates, and the sessional instructors.
2. The non-official members of the Executive, excepting the representative of sessional instructors, shall be elected by and from the members of each constituent group (Article VI.2) by a mail ballot immediately following the annual meeting in April. The sessional instructor representative shall be elected by a mail ballot in September of each academic year.
3. Nominations for all Executive positions may be made until the ending of nominations is called for/passed at the Annual Meeting in April .
4. All members of the Executive, with the exception of the chairperson, are entitled to vote at Executive meetings. The chairperson shall vote in the case of a tie.

Article VII **DUTIES OF THE EXECUTIVE**

1. a) **PRESIDENT**

The President shall preside at all meetings of the Association and be an ex-officio member of all Committees. **The President shall, in the absence of the Vice-President/Grievance Officer, perform the duties of the Vice-President/Grievance Officer.**

b) **VICE-PRESIDENT**

The Vice-President shall, in the absence of the President, perform the duties of the President.
The Vice-President shall be the Grievance Officer and Chair of the Grievance Committee.

c) **IMMEDIATE PAST PRESIDENT**

The immediate Past President shall attend meetings of the Executive, and shall provide assistance necessary to ensure that the business of the Association is continued without undue dislocation.

d) **SECRETARY**

The Secretary shall:

- i) prepare the BUFA Newsletter as directed by the Executive.
- ii) see that notices of all meetings, general or otherwise, are sent out in accordance with the By-Laws of the Association;
- iv) perform such other duties as the Association requires.

e) **TREASURER**

The Treasurer shall:

- i) have charge of all books pertaining to the financial business of the Association;
- ii) have care and custody of the funds of the Association and shall deposit the same in the name of the Association in such bank as the Association may direct;
- iii) sign all cheques and orders for payment of monies; if the Treasurer is unavailable or is to be the recipient of a cheque or order for payment of monies, two of the President, Vice-President, **Secretary** or the Administrative Assistant shall do so;
- iv) keep an accurate record of all monies received and disbursed to the satisfaction of the auditors, and produce same for their inspection at any time;
- v) keep a Petty Cash Account and have cash on hand which shall not

exceed \$50.00 and shall have power to use same for the purposes of small expenditures incidental to the office;

- vi) pay all accounts by cheque except as provided for in Article IX(3). No cheque shall be signed in blank.
- vii) prepare an annual financial report immediately after the close of each fiscal year, and present it to the Association at the Annual General Meeting.

f) **GROUP REPRESENTATIVES**

The Group Representatives shall:

- i) act as liaison between their respective groups and the BUFA Executive. In the performance of their functions, they shall ensure that the membership is acquainted with BUFA decisions which directly affect it.
- ii) ordinarily be the persons that will be notified first of a grievance involving a member from within their own unit. They shall provide all the necessary assistance to the member in bringing the grievance before BUFA and in processing it.

Article VIII COMMITTEE STRUCTURE

1. The Standing Committees of BUFA shall consist of:

a) ***The Bargaining Committee***

This committee shall be active between and during rounds of bargaining. It shall gather information on issues arising from the Collective Agreement, regional and national trends in bargaining, and any other information pertinent to the renewal of the Collective Agreement. The Committee shall act as a support and resource for the Negotiating Team leading up to and during rounds of bargaining. The Executive may, from time to time and at its discretion, seek the opinion of this Committee on issues relevant to the administration of the Collective Agreement. Members shall be appointed by the Executive and include one member of the Executive, who shall normally act as Chairperson, and at least one member from each of the groups defined in VI.1, normally not the group representative on the Executive.

b) ***The Negotiating Team***

The duties of this Committee include negotiating the Collective Agreement, including the salary schedules and working conditions for members of the bargaining unit, and to make recommendations to the Executive regarding appropriate actions throughout the bargaining process. Members of the Negotiating Team shall be appointed by the Executive and shall include at least one member of the Executive, normally not the President. The Negotiating Team will choose the Lead Negotiator.

c) ***The Grievance Committee***

The duties of this Committee shall include processing grievances of members of the Bargaining unit in accordance with the terms of the Collective Agreement. Members of this Committee shall include the Vice-President and the eight group representatives as outlined in VI(1.) The Vice-President shall be Chairperson.

d) The Investment Committee

The duties of this Committee shall be to communicate with the current investment manager on strategies for and results from BUFA investments. Members of this Committee shall include the Treasurer and two BUFA members elected by the membership. The Committee shall report to the Executive Committee

2. The Executive may appoint other committees which from time to time may be necessary for the maintenance of conditions consonant with this Constitution. All Committees shall be reviewed annually by the Executive. Appointments to Committees are for one year and may be renewed if the Committee members and the Executive both so desire.

Article IX CONTRACTS AND EXPENDITURES

1. The Association may own such tangible and intangible properties as may be necessary to pursue its objectives effectively.
2. Contracts and engagements on behalf of the Association shall be signed by one of the President, Vice-President, Secretary or Treasurer, and the Chairperson of the Committee responsible for negotiating any contracts or agreements.
3. Subject to the provisions of Article VII(e)(vi), all payments of monies shall be made by cheque, signed by two out of the **five** with signing authority as follows: the Treasurer, the President, the Vice-President, the **Secretary** or the Administrative Assistant, and no such payment shall be made except upon authority of the Executive.
4. At the Annual Meeting in April, two (2) members of the Association shall be appointed to audit the books for the preceding year.
5. The fiscal year of the Association shall coincide with the fiscal year of the University.

Article X THE GENERAL BODY AND MEETINGS

1. The General Body, composed of all the members of the Association shall be the final authority of the Association. Any collective agreement concluded on behalf of the bargaining unit by the bargaining committee must be ratified by the General Body at or following a General Meeting.
2. At least two (2) regular meetings of the General Body, one in April (the Annual General Meeting), the other in October, shall be held during each academic year.
3. The Executive shall call such other meetings of the General Body as it sees fit from time to time.
4. The Executive, upon receiving a written request signed by no fewer than 20 members, shall be obliged to call a meeting of the General Body within ten days of receiving the

written request.

5. The Executive shall give the members of the Association notice a week in advance of each meeting of the General Body.
6. The General Body shall entrust the Treasurer with the funds of the Association.
7. The annual financial report, duly audited, shall be presented by the Treasurer of the Association at the October meeting of the Association.
8. For the conduct of all meetings, Robert's Rules of Order (revised) shall be followed.

Article XI **RECALL OF MEMBERS OF THE EXECUTIVE**

1. All members of the Executive of the Association are subject to impeachment and removal from office either individually or collectively at any time of their tenure.
2. Impeachment proceedings shall be started according to Article X, clause 4, of this Constitution. This meeting shall be chaired by the Immediate Past President or, in the event that the latter is being impeached or there is no Immediate Past President, by a previous President.
3. Both sides shall be given an opportunity to state their respective cases at this meeting, either orally or in writing.
4. The chairperson -- or a designate-- shall then distribute ballots. These ballots shall be marked with a "yes" and a "no" vote on removal. An absolute majority of the membership must vote in favour if removal **of an Officer of the Association** is to take effect, **or in the case of a Group Representative, a majority of members from their respective group area, as per Article VI.1.**
5. Should the meeting be attended by less than half the membership of the Association, **or in the case of removal of Group Representatives, half the respective group area,** the chairperson may entertain a motion from the floor that a postal ballot be used. This motion must be passed by a majority of the members present at the meeting. Postal ballots must be returned to the chairperson within ten (10) days of the special meeting. An absolute majority of the membership, **or group area,** voting in favour shall constitute recall.
6. Recall shall be effective immediately. A general meeting of the Association must be held within ten (10) days of recall in order to elect new representative(s) to fill the office(s) left vacant by the recall.

Article XII **AMENDMENTS**

1. The Constitution of the Association may be amended at any General Meeting of the General Body. Notice of the Proposed amendment(s) must be given to the members a week in advance of the meeting at which the proposed amendment(s) will be introduced.
2. No amendment(s) of the Constitution of the Association shall be regarded as ratified unless two-thirds of the members present and voting shall have voted in favour of the amendment(s).

Revised

- (1) April 19, 1985
- (2) April 19, 1985
- (3) April 21, 1995
- (4) October 24, 1997
- (5) April 29, 1999
- (6) April 18, 2001
- (7) October 30, 2003
- (8) April 20, 2005
- (9) April 28, 2009
- (10) January 12, 2012
- (11) April 18, 2013
- (12) October 28, 2015
- (13) April 28, 2016
- (14) **April 30, 2020**