

# 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, 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 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 fees 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 – Bargaining and Grievance, Vice-President - Equity, 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 twenty-nine (29) months, with the first five (5) months being spent as Assistant Treasurer. Beginning in April 2023, the President, Vice-President – Bargaining and Grievance, and Vice-President – Equity shall serve a two-year term such that the Vice-President terms overlap. Beginning in April 2023, the Immediate Past-President shall serve a term up to one year.

**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 eleven (11) to fourteen (14) additional members-at-large, elected as noted below in Article VI.2, one from each of the following constituencies: the Faculty of Arts, the Faculty of Science, the Faculty of Education, the School of Music, the Faculty of Health Studies, the Winnipeg Campus, the Professional Services, the Instructional Associates, the Sessional Instructors, the Indigenous Members of BUFA, and Members of Equity-Deserving Groups, or as per VI.3 or 10.7 below.
  - a. For the purposes of Article VI.1, Professional Services refers to Professional Associates and Administrative Associates employed in Student Services, the Library and Archives, as Directors of Institutes, or in other areas of the University; Sessional Instructors refers to all members employed on course-based contracts, including instructors in the EAP program; Indigenous Members of BUFA refers to those members who are identified as Indigenous through such means as deemed appropriate by the Indigenous community at Brandon University; Equity-Deserving Groups refers to all members who self-identify as belonging to one of the protected groups listed in Article 4.1 of the Collective Agreement.
2. The members-at-large, excepting the Member-at-Large – Sessional Instructors, the Member-at-Large – Indigenous, and the Member-at-Large – Equity-Deserving Groups, 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 Member-at-Large – Sessional Instructors shall be elected by a mail ballot in September of each academic year. The Member-at-Large – Indigenous and Member-at-Large – Equity-Deserving Groups shall be nominated and elected by the members of their constituent groups immediately following the Annual General Meeting in April, but need not be members of that constituency. Electors for these two Members-at-Large may also participate in the election of a faculty-based or unit-based Member-at-Large.
3. The Executive may, by 2/3 resolution, recommend to the General Body, the election of one (1) to three (3) additional Members-at-Large for a period not to exceed one year, to fulfill any of the following purposes as per Article X.7:

- a. To ensure appropriate representation for all faculties and units on campus;
  - b. To seek expertise for particular matters or tasks before the Executive;
  - c. To represent another group or constituency of the membership requiring equitable representation and not otherwise represented on the Executive Committee.
4. Nominations for all Executive positions besides those brought forward by the Nominating Committee may be made until the ending of nominations is called for/passed at the Annual Meeting in which the election is held.
  5. All members of the Executive, with the exception of the Chair, are entitled to vote at Executive meetings. The Chair shall vote in the case of a tie.
  6. Quorum at Executive meetings shall consist of 50% plus one member among the currently filled positions on the Executive, excluding the Immediate Past President.

***Article VII DUTIES OF THE EXECUTIVE***

**1. PRESIDENT**

The President shall:

- i) provide general leadership and visibility to the Association;
- ii) preside at all meetings of the Association and its Executive;
- iii) be an ex-officio member of all Committees;
- iv) in coordination with the other Officers, oversee the strategic and material interests of the Association; and
- v) in the absence of the Vice-President – Bargaining and Grievance, preside over the Grievance Committee.

**2. VICE-PRESIDENT – BARGAINING AND GRIEVANCE**

The Vice-President – Bargaining and Grievance shall:

- i) serve as the Chief Grievance Officer of the Union
- ii) Chair the Grievance Committee;
- iii) Chair the Bargaining Committee;
- iv) Coordinate grievance officers; and
- v) in the absence of the President, perform the duties of the President.

**3. VICE-PRESIDENT – EQUITY**

The Vice-President – Equity shall:

- i) serve as the Chief Equity Officer of the Association;
- ii) have primary responsibility for consulting with otherwise underrepresented members and representing them on the BUFA Executive;
- iii) advise and assist the Executive in matters pertaining to:
  - a. principles and best practices in building a more diverse faculty, academic, and institutional community and environment;
  - b. supporting and representing diverse constituencies more effectively as based on consultations per number ii) above;
  - c. contributing where possible and appropriate to activities and initiatives to better enhance opportunities for equity across all faculty members;
  - d. identifying gaps in policy, support, and services of the Association.
- iv) lead periodic reviews of the Association’s policies, procedures, initiatives and progress in the equity portfolio;
- v) liaise with CAUT, MOFA, and other outside bodies and monitor developments and effective practices on equity issues, especially with regard to collective bargaining;

- vi) chair the Equity Committee of BUFA;
- vii) be a voting ex-officio member of the Grievance Committee, Bargaining Committee, as well as any relevant ad hoc committees formed by the Executive;
- viii) in the absence of the Vice-President – Bargaining and Grievance and the President, chair the Grievance Committee;
- ix) in the absence of the President and Vice-President – Bargaining and Grievance, perform the duties of the President.

#### 4. IMMEDIATE PAST PRESIDENT

The immediate Past President shall:

- i) provide assistance as necessary to ensure that the business of the Association is continued without undue dislocation, including attending Executive meetings as a non-voting member when required; and
- ii) Chair the Nominating Committee.

#### 5. SECRETARY

The Secretary shall:

- i) administer, in conjunction with the MSO, BUFA's communication plan and oversee the communication strategy of the Association;
- ii) prepare the BUFA Newsletter as directed by the Executive;
- iii) see that notices of all meetings, general or otherwise, are sent out in accordance with the By-Laws of the Association; and
- iv) perform such other duties as the Association requires.

#### 6. 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 – Bargaining and Grievance, Vice-President – Equity, Secretary or the Member Services Officer 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) pay all accounts by cheque or by traceable electronic means, except as provided for in Article IX.3. No cheque shall be signed in blank;
- vi) prepare an annual financial report immediately after the close of each fiscal year, and present it to the Association at the Annual General Meeting; and
- vii) Chair the Investment Committee.

#### 7. MEMBERS-AT-LARGE

The Members-at-Large shall:

- i) act as liaison between their respective constituents and the BUFA Executive;
- ii) ensure that the membership is acquainted with BUFA Executive actions, decisions, or initiatives which directly affect it;
- iii) assist in member engagement efforts;
- iv) act as grievance officers and members of the Grievance Committee; and
- v) provide the necessary assistance to a member in bringing the grievance before BUFA and carrying the grievance before the Employer.

**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 the Vice-President – Bargaining and Grievance, who shall normally act as Chair, and at least one member from each Faculty, School, or Unit on campus.

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 – Bargaining and Grievance, who shall act as Chair, the Vice-President – Equity, the President, and the currently elected Members-at-Large as outlined in VI.1.

d) *The Equity Committee*

This committee shall consist of volunteer BUFA members, a majority of whom shall normally not be current Executive members, and the Vice-President – Equity, who shall normally serve as Chair or co-Chair. They shall advise the Vice-President – Equity and the Executive on actions, policies, and positions BUFA may adopt in relation to activities, bargaining, strategic priorities, or any other consideration the Executive may take up in relation to advancing equity, diversity, inclusion, decolonization, and Indigenization within the Association and in its role as sole bargaining agent for the membership. This committee shall endeavour to operate by consensus. When consensus cannot be achieved, the committee may proceed to a vote; the Chair shall only vote in the case of a tie and co-Chairs may cast only one vote.

e) *The Nominating Committee*

This committee shall consist of at least three members, none of whom currently sit on the Executive or are seeking election to the Executive, chaired by the Immediate Past President, or in the absence of the latter, a member of the current Executive whose term is ending and who is not seeking re-election. The Chair shall be non-voting. The Nominating Committee shall have charge of recruiting and vetting candidates to all positions on the Executive with the exception of the Immediate Past President, and to present a nominating report to the General Body detailing the candidates nominated for each position. The work of the Nominating Committee in no way precludes the possibility of receiving nominations from the floor at a meeting of the General Body for election to any Executive position.

f) *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. In nominating committee members, the Executive shall take every reasonable measure to ensure broad representation with respect to the various constituencies represented by the Association, including but not limited to gender, sexuality, race, religion, ability, age, health status, type of appointment, and unit or area.

***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 Chair of the Committee responsible for negotiating any contracts or agreements.
3. Subject to the provisions of Article VII.5.v, all payments of monies shall be made by traceable electronic means, or by cheque signed by two out of the six with signing authority as follows: the Treasurer, the President, the Vice-President – Bargaining and Grievance, the Vice-President – Equity, the Secretary, or the Member Services Officer, and no such payment shall be made except upon authority of the Executive.
4. At the Annual Meeting in April, the General Body shall approve a motion to appoint an external auditor to audit the financial statements of the Association.
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 Negotiating Team 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 (10) 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 General Body may create and elect from one (1) to three (3) additional members-at-large, for terms not to exceed one (1) year, the election of one (1) to three (3) additional Members-at-Large for a period not to exceed one year, to fulfill any of the following purposes:
  - a. To ensure appropriate representation for all faculties and units on campus;
  - b. To seek expertise for particular matters or tasks before the Executive;
  - c. To represent another group or constituency of the membership requiring equitable representation and not otherwise represented on the Executive Committee.
8. The annual financial report, duly audited, shall be presented by the Treasurer of the Association at the October meeting of the Association.
9. 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 Chair – 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 Member-at-Large, a majority of members from their respective constituency, 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 Members-at-Large, half the respective constituency, the Chair 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 Chair within ten (10) days of the special meeting. And absolute majority of the membership, or constituency, 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
- (15) October 27, 2022
- (16) April 28, 2026