

**POLICY MANUAL  
OF THE**

**BUSU**

**BRANDON UNIVERSITY  
STUDENTS' UNION**

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## **SECTION #1000 – BOARD POLICIES**

### **POLICY #1001 - BUSU LISTS**

1. All BUSU Board Members shall be provided with a list of Board members at the beginning of their term in office.
  - 1.1. This list shall contain:
    - 1.1.1. home faculties/constituencies
    - 1.1.2. Board member telephone numbers
    - 1.1.3. BUSU e-mail addresses.
2. The inclusion of personal telephone numbers is optional and at the discretion of individual Board members.

### **POLICY #1002 – SCHEDULING BOARD MEETINGS**

1. The President shall create a schedule of all Board Meetings for the term before the beginning of each term.
  - 1.1. This schedule shall contain the dates, times, and locations of each Board Meeting.
2. Board meeting dates and times shall be posted on the BUSU website.
3. No error or omission in giving notice of any meetings shall invalidate such a meeting or any proceedings taken thereafter.

### **POLICY #1003 – MEMBER RIGHTS MEETINGS**

1. Speaking turns shall be no longer than 4 minutes in duration and each Member shall be limited to one (1) speaking turn;

### **POLICY #1003 - MEETING AGENDAS**

1. All regularly scheduled BUSU meeting agendas shall be made available, no later than two (2) days prior to the BUSU Meeting.
  - 1.1. The agenda shall contain the date, time, and location of the meeting as well as the issues and motions to be discussed.
2. Representatives shall be responsible to submit their reports and any other items they wish to discuss no later than three (3) working days prior to the BUSU Meeting.
3. The most current copy of the agenda shall be made available upon request in the BUSU office.
4. Agendas will be e-mailed to all Board Members no later than 24 hours prior to the meeting.



5. Should an agenda not be distributed to Board members in the time required, the Board may, by way of motion, table any issues they are not comfortable discussing.
6. Subject to any other provisions in the Bylaws, the following shall be, as far as may be considered practicable by the Chairperson, the order of business at Board Meetings:
  - 6.1. Attendance and determination of Quorum, or rescheduling of the Board Meeting if Quorum is not met;
  - 6.2. Land Acknowledgement
  - 6.3. Approval of the Agenda;
  - 6.4. Approval of the Minutes;
  - 6.5. Presentations and Correspondence;
  - 6.6. Reports;
    - 6.6.1. Executive
    - 6.6.2. Staff, when necessary;
    - 6.6.3. Representatives;
    - 6.6.4. Committees;
    - 6.6.5. Canadian Federation of Students Representative(s)
  - 6.7. Old Business;
    - 6.7.1. Any business arising from the minutes of the previous Board Meeting;
  - 6.8. New Business;
  - 6.9. Closed Session, when necessary;
  - 6.10. Announcements;
  - 6.11. Adjournment.

## **POLICY #1004 – MOTIONS**

1. The following shall be the order by which motions at Board Meetings shall proceed as far as may be considered practicable by the Chair of the Board:
  - 1.1. The motion is submitted to the BUSU Board in one of the following ways:
  - 1.2. Any Board Member may make a motion to the Board. Motions must be dealt with under a respective agenda item.
  - 1.3. Committees may forward motions to the Board.
2. All motions shall be provided to the Chair of the Board, by Board Members or the Committee Chair, in writing, no later than 3 business days prior to the meeting at which they are to be discussed, to allow for adequate time for the Chair of the Board to include the item on the.
  - 2.1. Motions that have been moved and seconded by Board Members and/or Members of the Union, shall be referred to the appropriate Committee as decided by the Chair of the Board;
    - 2.1.1. If referred to Committee, the motion is discussed, explored and the Committee may decide, at a later time to be determined by a majority vote in Committee, to
      - 2.1.1.1. bring the motion to the Board verbatim;
      - 2.1.1.2. bring the motion back to the Board with amendment(s) and explanation of said amendment(s); or

- 2.1.1.3. table the motion.
  - 2.2. The Chair of the Board, at his or her discretion, may ask the Chair of the Committee considering any motion for a verbal progress report.
3. Debate of a motion by the Board and Members of the Union shall follow:
  - 3.1. Speaking turns by Board Members shall be no longer than 4 minutes in duration and each Board Member shall be limited to 1 speaking turn;
    - 3.1.1. Upon the expiration of the speaking limit set, any Board Member may make a motion to extend the speaking limit.
    - 3.1.2. Any such motion to extend the time limit is not subject to debate and shall only pass by a 2/3 majority vote of the Board.
  - 3.2. A Board Member or a Member of the Union may be granted a second, and last, speaking turn on the condition that the second speaking turn only arises after any other Board Member who wishes to speak has exercised his or her rights to do so;
    - 3.2.1. Any such motion to be granted a second, and last, speaking turn is not subject to debate and shall only pass by a 2/3 majority vote of the Board.
  - 3.3. The Board shall vote on the motion.

## **POLICY #1005 – MINUTES AND RECORDS OF MOTIONS**

### **OPEN SESSION**

1. Open Session Minutes shall include:
  - 1.1. All Discussion Points
  - 1.2. Documents
  - 1.3. Presentations
  - 1.4. Reports
  - 1.5. Any other items that are deemed necessary by the Board.
2. These minutes shall be:
  - 2.1. kept in the Minute Record, this record shall also include a separate list of all motions passed and defeated by the Board in Open Session;
  - 2.2. copied (electronic or hard copy) and provided to every Board Member and to any other Member of the Union who requests copies thereof;
  - 2.3. Board Meeting minutes will be made available online for access no later than two (2) business days after they are approved by the Board.

### **CLOSED SESSION**

3. Closed Session Minutes shall include:
  - 3.1. All Discussion Points
  - 3.2. Documents
  - 3.3. Presentations
  - 3.4. Reports

- 3.5. Any other items that are deemed necessary by the Board.
4. These minutes shall be:
  - 4.1. kept in a separate, confidential Minute Record, this record shall also include a separate list of all motions passed and defeated by the Board in Closed Session;
  - 4.2. copied (electronic or hard copy) and provided to every Board Member;

### **POLICY #1006 – SPECIAL BOARD MEETINGS**

1. The Chair must provide at least three working-days' notice of any Special Board Meeting.
2. Notice shall be provided to Board Members and any Member of the Union who has previously requested being notified of Special Board Meetings.
3. Notice shall also be posted on the BUSU Website.
4. Notice of any Special Board Meetings shall be given to Board Members by the Chair of the Board by any means considered efficient by the Chair of the Board, including, but not limited to;
  - 4.1. In-person
  - 4.2. E-mail
  - 4.3. Telephone
5. The Chair of the Board shall attempt to honour, as far as practicable, any specific requests by a Board Member as to the method by which one prefers to receive notice of Special Board Meetings.

### **POLICY #1007 – WALK-IN TIME**

1. Each member of the Executive must set a minimum of one hour per week free for walk-ins from union members
  - 1.1. This time must be advertised in the following ways:
    - 1.1.1. Website
    - 1.1.2. Social Media
    - 1.1.3. Posted outside of the BUSU offices
2. Each Representative must set aside a minimum of one hour per week for walk-ins from union members
  - 2.1. This time must be advertised in the following ways:
    - 2.1.1. Website
    - 2.1.2. Social Media
    - 2.1.3. Posted outside of the BUSU offices.

## **POLICY#1008 – BOARD POSITIONS**

### **CHAIR**

1. The duties of the Chair of the Board shall include the following:
  - 1.1. call to order all Board Meetings;
  - 1.2. chair all Board Meetings;
  - 1.3. receive agenda items and prepare the agenda for Board Meetings;
  - 1.4. take attendance at Board Meetings;
  - 1.5. conduct Board Meetings in accordance with the:
    - 1.5.1. Constitution;
    - 1.5.2. Bylaws;
    - 1.5.3. Policies;
    - 1.5.4. Any Standing Rules of the Board, and;
    - 1.5.5. Robert’s Rules of Order;
  - 1.6. present all motions and resolutions requiring a vote by the Board, and record the votes cast on those motions and resolutions;
  - 1.7. recognize Board Members and other persons desiring to address a Board Meeting as guests of the Board and maintain a speaker list using the general criteria outlined in the Robert’s Rules of Order;
  - 1.8. declare all motions that are passed or defeated by the Board;
  - 1.9. advance publication of notices of Board Meetings in accordance with the Bylaws, Policies and any Standing Rules of the Board; and
  - 1.10. advise all Committees on procedural matters.
2. The Chair of the Board shall post, or ensure posting, of Board Meeting agendas online and in the BUSU Office no less than three days prior to a subsequent meeting.

### **SECRETARY**

3. The responsibilities of the Secretary shall be to:
  - 3.1. record accurate minutes and attendances at all Board Meetings in accordance with the Robert’s Rules of Order and any Standing Rules of the Board;
  - 3.2. prepare and edit the minutes and attendance at Board Meetings for distribution;
  - 3.3. ensure all outstanding business arising from Board Meetings is properly documented;
  - 3.4. maintain a list of motions deliberated by the Board;
4. Subject to other provisions in the Bylaws, the Secretary may utilise recording devices to record the proceedings of a Board meeting.
  - 4.1. In the absence of both the Secretary and a suitable recording device, the Chair of the Board shall appoint an acting Secretary for the Board Meeting to take minutes.
5. The deadline for the distribution of minutes and attendances shall be minimum 48 hours before the next Board Meeting to be considered for approval.

## **PRESIDENT**

6. Subject to any other provisions in the Bylaws, the President shall be responsible for overseeing the overall operation of the Union.
7. Without restricting the generality of the foregoing, the President shall be responsible for:
  - 7.1. acting as the main Union spokesperson on all student issues;
  - 7.2. presenting the Union with a viewpoint of persons and groups outside of the University;
  - 7.3. advocating the Union's interests in the:
    - 7.3.1. Board of Governors;
    - 7.3.2. Senate;
    - 7.3.3. KDC Board;
    - 7.3.4. Bailey's Board;
    - 7.3.5. Student Appeals Committee - in the absence of an appropriate Graduate Student representative
    - 7.3.6. Curriculum & Academic Planning Committee
    - 7.3.7. Any other committees of the University of which the President is a member or whom the President has an opportunity to address;
  - 7.4. Providing input to all Committees;
  - 7.5. Serving as a liaison between BUSU and other Student Associations, and attending the meetings of such Student Associations at their request as far as practicable;
  - 7.6. Assist in guiding the Union in its long term strategic direction;
  - 7.7. Serving as a signing authority of the Union;
  - 7.8. Acting as Chair of the;
    - 7.8.1. Policy and Bylaw Committee;
    - 7.8.2. Student Senate Caucus;
  - 7.9. Ensuring that any programs of the Board and the Union are implemented in accordance with;
    - 7.9.1. Motions of the Board;
    - 7.9.2. the Act;
    - 7.9.3. the Bylaws, and;
    - 7.9.4. Policies;
  - 7.10. Furthering and maintaining good working relationships with;
    - 7.10.1. Members of the Union;
    - 7.10.2. The University
    - 7.10.3. Government Bodies;
    - 7.10.4. The Private Sector;
    - 7.10.5. The Not-for-Profit Sector;
    - 7.10.6. The General Public, and;
    - 7.10.7. Other student unions, student associations and/or student federations;
  - 7.11. Serving as a liaison between BUSU and senior administration of the University, developing and maintaining a good working relationship with them and, when appropriate, lobbying them on behalf of BUSU;
  - 7.12. Serving as a liaison between BUSU and external organisations, including the Canadian Federation of Students;

- 7.12.1. The President, as their discretion, can delegate the role of CFS Liaison to one of the Vice Presidents
- 7.13. Overseeing all campaigns and government relations of the Union, including implementation of any Canadian Federation of Students campaigns.
- 7.14. Writing letters of support for student appeals strictly in the cases where the punishment to the student was unreasonable and/or the Brandon University or Faculty policies were not adhered to.

## **VICE-PRESIDENT OPERATIONS**

- 8. Subject to any other provisions in the Bylaws, the Vice-President Operations shall be responsible for the Union's internal matters, including:
  - 8.1. Overseeing the annual budget;
  - 8.2. Overseeing the proper operation of Union services and businesses, representation, and Union Bylaws and policies.
  
- 9. Without restricting the generality of the foregoing, the Vice-President Operations shall be responsible for:
  - 9.1. Overseeing all financial management of the Union, in conjunction with the Executive Director;
  - 9.2. Maintaining all BUSU Bylaws, Policies and Standing Procedures in conjunction with the Advocacy & Governance Coordinator, including implementation of such rules with the President;
  - 9.3. Serving as a signing authority of the Union;
  - 9.4. Overseeing BUSU services including but not limited to the:
    - 9.4.1. BUSU Grocery Program;
    - 9.4.2. Annual Handbook in conjunction with the Events and Marketing Coordinator;
    - 9.4.3. Advocating the Union's interests in the:
      - 9.4.3.1. Senate;
      - 9.4.3.2. Curriculum and Academic Planning Committee;
      - 9.4.3.3. Undergrad Student Appeals Committee;
      - 9.4.3.4. KDC Board;
      - 9.4.3.5. Bailey's Board;
      - 9.4.3.6. Any other committees of the University of which the Vice-President Operations is a member or whom the Vice-President Operations has an opportunity to address;
    - 9.4.4. Serving as the Chair of the following Committees:
      - 9.4.4.1. KDC Board;
      - 9.4.4.2. Finance and Services Committee;
  - 9.5. Serving as a liaison between BUSU and administration of the University, developing and maintaining a good working relationship, and when appropriate lobbying them on behalf of BUSU;
  - 9.6. Assisting with the development and implementation of all campaigns of the Union.

## **VICE-PRESIDENT ENGAGEMENT**

10. Subject to any other provisions in the Bylaws, the Vice-President Engagement shall be responsible for the Union's:
  - 10.1. Student clubs and collectives;
  - 10.2. Overseeing all programming activities of the Union, and
  - 10.3. Overseeing all Union campaigns and communications.
  - 10.4. Without restricting the generality of the foregoing, the Vice-President Engagement shall be responsible for:
    - 10.4.1. Overseeing all external communications (excluding press releases), external campaigns, and lobbying efforts of the Union in conjunction with the President;
    - 10.4.2. Overseeing all BUSU promotional materials in conjunction with the Events and Marketing Coordinator;
    - 10.4.3. Serving as a liaison between BUSU and all BUSU recognized student groups;
    - 10.4.4. Overseeing services specific to student groups and collectives;
    - 10.4.5. Serving as a liaison between BUSU and other Student Associations, and attending the meetings of such Student Associations at their request as far as practicable
    - 10.4.6. Serving as the Chair of follow committees:
      - 10.4.6.1. Student Clubs and Activities Committee (SCAC);
      - 10.4.6.2. Bailey's Board
    - 10.4.7. Advocating the Union's interests in the:
      - 10.4.7.1. BU Foundation;
      - 10.4.7.2. BU Alumni Association;
      - 10.4.7.3. BU Senate;
      - 10.4.7.4. Bailey's Board
    - 10.4.8. Overseeing and assisting with the development and implementation of all campaigns of the Union;
    - 10.4.9. Overseeing the Union's programming and promotion of events, ensuring they cater to the academic, cultural and social interests of the Members of the Union;
    - 10.4.10. Providing support for any student collectives and student group events when appropriate;
    - 10.4.11. Serving as a liaison between BUSU and administration of the University, developing and maintaining a good working relationship, and when appropriate lobbying them on behalf of BUSU
    - 10.4.12. Serving as a liaison between BUSU and external organisations in conjunction with the President.

## **EXECUTIVE**

11. Members of the Executive may request to delegate responsibilities to other Executive members or to the Chair of a Committee to perform as needed.
  - 11.1. These requests must be approved by the individual to whom the responsibility is being delegated as well as a majority of the Executive Committee as a whole.
  - 11.2. The delegated authority can be revoked at any time.

12. Executive members shall also perform any other duties and responsibilities as directed by the Bylaws, the President or the Board;

### **FACULTY REPRESENTATIVES**

13. Representatives, while at all times acting in the best interests of the BUSU and all of its Members, shall act as the spokesperson to ensure that the interests particular to their constituency are represented at the Board of Directors.
14. Representatives shall assist the Vice President Operations and President in corresponding with the University, Government, and Community on academic matters relevant to their constituency.
15. Representatives shall act as the liaison with Student Groups and University Departments on campus within their individual constituencies.
16. Representatives shall sit on the Faculty Council of their constituency as a representative of the BUSU.
17. Representatives shall perform any other duties that the Board of Directors determines from time to time by motion or Bylaw.

### **COMMUNITY REPRESENTATIVES**

18. Representatives, while at all times acting in the best interests of the BUSU and all of its Members, shall act as the spokesperson to ensure that the interests particular to their constituency are represented at the Board of Directors.
19. Representatives shall assist the Vice President Operations and President in corresponding with the University, Government, and Community on academic matters relevant to their constituency.
20. Representatives shall act as the liaison with Student Groups and University Departments on campus within their individual constituencies as a representative of the BUSU.
21. Representatives shall perform any other duties that the Board of Directors determines from time to time by motion or Bylaw.

## **POLICY #1009 – BOARD MEMBER VACANCIES & HIRING**

### **PRESIDENT**

1. An Executive Member shall make a posting of the Vacant President position via:
  - 1.1. student wide email,
  - 1.2. the BUSU website,
  - 1.3. social media, and
  - 1.4. any other methods deemed practicable by the Executive
2. The position of President can only be extended to former students who were registered in the previous academic year.



3. Individuals will need to submit a:
  - 3.1. a cover letter,
  - 3.2. resume, and
  - 3.3. meet any requirements as requested on the job posting by the deadline indicated on the posting.
4. Within 1 week after the job posting ends, the Executive Committee will do interviews and then make a recommendation to the Board.
5. The Board shall accept the recommendation at the next Board meeting.
6. The Candidate shall be appointed for the respective academic year and shall have all the rights of an elected member during their term in office.

### **VICE-PRESIDENT**

7. the BUSU President shall make a posting of the vacant Vice-President position(s) via:
  - 7.1. a student wide email,
  - 7.2. on the BUSU website,
  - 7.3. on social media, and
  - 7.4. any other methods deemed practicable by the Executive
8. Individuals will need to submit a:
  - 8.1. Cover letter
  - 8.2. Resume, and
  - 8.3. meet any other requirements as requested on the job posting by the deadline indicated on the posting.
9. Within 1 week after the job posting ends, the Executive Committee will do interviews and then make a recommendation to the Board.
10. The Board shall accept the recommendation(s) at the next Board meeting.
11. The candidate shall be appointed for the remainder of the academic year, and shall have all the rights of an elected member during their term in office.

### **REPRESENTATIVES**

12. Before March 30<sup>th</sup>, the BUSU President shall make a posting of vacant Representative positions via:
  - 12.1. student wide email,
  - 12.2. the BUSU website,
  - 12.3. on social media, and
  - 12.4. any other methods deemed practicable by the Executive
13. Individuals will need to submit a:
  - 13.1. Cover letter,

- 13.2. Resume, and
- 13.3. meet any other requirements as requested on the job posting by the deadline indicated on the job posting.
- 14. Within 1 week after job posting ends, the Executive Committee will do interviews and then make a recommendation to the Board.
- 15. The Board shall accept the recommendation(s) at the next Board meeting.
- 16. The candidate shall be appointed for the remainder of the academic year and shall have all the rights of an elected member during their term in office.

## **POLICY #1006 – OATH OF OFFICE**

- 1. The Oath of Office for the President shall be:
  - 1.1. "I, (name), do hereby promise that I will diligently, faithfully, and to the best of my ability fulfil the duties, responsibilities, and expectations of the office of the President of the Brandon University Students' Union, in accordance with the Act and the Bylaws of the Union, and above all else in the best interests of the students who belong to the Union. I humbly acknowledge and accept the great privilege and honour bestowed upon me, and shall not violate the trust placed in me by the Board and the Members of the Union."
- 2. The Oath of Office for the Vice-Presidents shall be:
  - 2.1. "I, (name), do hereby promise that I will diligently, faithfully, and to the best of my ability fulfil the duties, responsibilities, and expectations of the Office of the Vice-President (position title) of the Brandon University Students' Union, in accordance with the Act and the Bylaws of the Union, and above all else in the best interests of the students who belong to the Union. I humbly acknowledge and accept the great privilege and honour bestowed upon me, and shall not violate the trust placed in me by the Board and the Members of the Union."

## **SECTION #2000 – ELECTION POLICIES**

### **POLICY #2001 – RETURNING OFFICER**

#### **HIRING & TRAINING**

- 1. The Returning Officer (RO) selection process is as follows:
  - 1.1. The BUSU Executive Director, or delegate, will put out a job posting for the RO position by November 15th with a deadline for resumes to be submitted by November 30<sup>th</sup>

- 1.2. The BUSU Executive Director and Office and Services Manager shall interview candidates and choose a candidate by December 7th.
  - 1.3. the successful candidate will meet with the BUSU Executive Director by December 14th for an initial meeting and then attend training sessions in January
  - 1.4. The Returning Officer will oversee the Regular elections of the Union.
2. In the event that the RO position remains vacant because no Brandon University student has applied for the position, BUSU will make the position available to an Office Assistant.
  3. The Returning Officer shall be given an orientation by the Executive Director, or Delegate.
  4. The RO shall have a budget in an amount to be set by the Board on motion by the Finance Committee.

## **DUTIES**

5. The responsibilities of the RO shall include:
  - 5.1. overseeing all electoral logistics, including:
    - 5.1.1. running elections and referenda safely, fairly, and in accordance with the Bylaws and Policies;
    - 5.1.2. reporting the result of an election/referendum to the appropriate parties;
    - 5.1.3. creating, posting and implementing Supplementary Rules for elections and referendums.
    - 5.1.4. ensuring that the BUSU Board and staff do not interfere with elections with the exception of those on the ERDIE committee, including working or being present at polling stations with the exception of voting.
    - 5.1.5. maintaining office hours and being accessible to candidates and other Members of the Union during the election period, as described in this policy;
    - 5.1.6. acting as the arbitrator in any dispute which may arise during the course of an election/referendum, other than those between the RO and any other party, which should be dealt with by ERDIE Board;
    - 5.1.7. Rectifying the violation of any of the following and assign reasonable penalties as appropriate:
      - 5.1.7.1. The Bylaws;
      - 5.1.7.2. The Policy Manual;
      - 5.1.7.3. The Supplementary Rules.
    - 5.1.8. submitting to the Board, prior to March 31, a final report of activities and recommendations which shall include the following:
      - 5.1.8.1. the final results of any elections or referenda during their term;
      - 5.1.8.2. a list of any recommendations for the BUSU Board, the BUSU Executive, ERDIE, and/or the following year's RO pertaining to the electoral process;
      - 5.1.8.3. a complete list of all complaints filed with the RO and ERDIE during their term;

- 5.1.8.4. the adequacy of the budget provided for that years' election; and
- 5.1.8.5. any Supplementary Rules issued by the RO during their term.
- 5.1.9. organising the Candidate's/Referendum Town Hall including:
  - 5.1.9.1. adequately advertising the time and date of the town hall for two weeks, when possible; and
  - 5.1.9.2. promoting the election/referenda beginning at least 19 days before the close of the nomination period;
- 6. During weekdays between the hours of 8:30 AM and 7:00 PM the returning officer shall make all reasonable efforts to be available to students;
- 7. During weekends, the RO shall make every attempt to be available by phone or email between the hours of 8:30 AM and 7:00 PM.
- 8. The RO is required to supply candidates with an email and telephone number at which they can be reached.

## **POLICY #2002 – ELECTION SCHEDULE**

### **NOMINATION SCHEDULE FOR REGULAR ELECTIONS**

1. The Nomination Periods for the Regular Election will be as follows:
  - 1.1. First Nomination period shall begin at 8:30am on the Monday two weeks prior to Reading Week (February), and shall end at 4:30pm that Friday.
  - 1.2. The Second Nomination period, only for those positions still vacant after the close of the First Nomination Period, shall begin on the Monday day prior to Reading Week(February), and shall end at 4:30pm on the Wednesday before Reading Week.
2. Complete nominations, containing all material required by the Bylaws and the RO, must be received by no later than the above deadlines for each respective nomination period.
  - 2.1. It is the sole responsibility of nominees to ensure the completeness and accuracy of their nominations.
  - 2.2. Any nomination that fails to comply with any party of the Bylaws shall be summarily rejected, although the RO can, at their discretion, allow an appropriate extension to correct any accidental or unavoidable errors or omissions in the nomination package.
3. The RO shall post the legal names of all candidates and their nominated positions by 4:30pm on the Monday of Reading Week. This information shall be published via:
  - 3.1. a student wide-email;
  - 3.2. the BUSU Website;
  - 3.3. on social media;
  - 3.4. any other platform that the RO sees fit.
4. Campaigning will begin at 8:30am on the Wednesday before Reading Week (February) and shall end at the close of polling on the final day of voting.
5. Voting shall take place on the Thursday and Friday of the first full week of March.

## **ELECTION SCHEDULE FOR BY-ELECTION**

6. The first and only nomination period shall begin at 8:30am on the first Monday of October and shall end at 4:30pm on the Wednesday of that same week.
7. Complete nominations, containing all material required by the Bylaws must be received by no later than the above deadline.
  - 7.1. It is the sole responsibility of nominees to ensure the completeness and accuracy of their nominations.
  - 7.2. Any nomination that fails to comply with any part of the Bylaws shall be summarily rejected, although the BUSU Executive Director or designate can, at their discretion, allow an appropriate extension to correct any accidental or unavoidable errors or omissions in the nomination package.
8. The BUSU Executive Director or designate shall post the legal names of all candidates on the Tuesday morning following the Thanksgiving holiday. This information shall be published via:
  - 8.1. a student wide-email;
  - 8.2. the BUSU Website;
  - 8.3. on social media;
  - 8.4. any other platform as they see fit.
9. Campaigning will begin at 8:30 on the Tuesday morning following the Thanksgiving Holiday and shall end as soon as the voting polls on the Monday after Thanksgiving.
10. Voting shall take place on the Monday of the third week of October.

## **POLICY #2003 – REFERENDA**

1. A petition shall contain the first and last names, signature and student ID number of each Member of the Union signing the petition
2. The wording of the petition demanding a referendum or numerous referenda shall only have to be clear in intent.
  - 2.1. Such clarity to be determined by the Chair of the Board in consultation with legal counsel if necessary.
3. Upon submission of a valid petition to either the President or to the Chair of the Board or to the RO, or as directed by the Board on motion by the Executive Committee, the Chair of the Board shall:
  - 3.1. draft the appropriate wording for the question, with legal consultation as required; and
  - 3.2. inform the petitioners of the wording of the question, which may then be appealed to the Board on a motion by the petitioners.
4. The RO shall be responsible, in accordance with the Election Policies, for the proper advertising, as well as posting notice(s) outside the BUSU offices, that a referendum is to be held.

## **POLICY #2004 – NOMINATIONS**

### **RETURNING OFFICER DUTIES**

1. The duties of the RO with regards to nominations and registration shall be to:
  - 1.1. advertise for the nominations of candidates and the registration of sides prior to the nomination/registration period;
  - 1.2. advertise in any manner the RO considers just and fair;
  - 1.3. advertise for the forthcoming election or referenda to encourage Members of the Union to actively participate in the democratic process;
  - 1.4. exclusively determine the manner of advertising used;
  - 1.5. prepare a package of written information which shall be available to any Member of the Union no later than February 1<sup>st</sup>, and shall include in the package:
    - 1.5.1. Current copies of the:
      - 1.5.1.1. Bylaws;
      - 1.5.1.2. Policies;
      - 1.5.1.3. Supplementary Rules related to Elections;
      - 1.5.1.4. Referenda; or
      - 1.5.1.5. Direction as to where they can be found online;
    - 1.5.2. RO Contact Information and Office Hours;
    - 1.5.3. ERDIE Board Contact Information;
    - 1.5.4. Nomination forms;
    - 1.5.5. Registration forms;
    - 1.5.6. A list of all nomination requirements and deadlines including, but not limited to:
      - 1.5.6.1. A statement of the rules regarding keys and use of offices;
      - 1.5.6.2. A detailed description of “pre-campaigning” and a list of permitted and restricted activities;
      - 1.5.6.3. Any other forms required of nominees, including a signed acknowledgment and acceptance of nomination by the nominees;

### **NOMINATION REQUIREMENTS**

2. Complete Nomination Packages must include:
  - 2.1. basic information about the candidate, including their name and contact information;
  - 2.2. for persons nominated for the BUSU Executive, the first and last names, signatures, faculties, and student identification numbers of at least 30 nominators who are Members of the Union;
  - 2.3. for persons nominated for Community Representative or Faculty Representative (excluding Grad), the first and last names, signatures, faculties, and student identification numbers of at least 15 nominators who are Members of the Union and are members of the relevant community;
  - 2.4. for persons nominated for Grad Studies Representative, the first and last names, signatures, faculties, and student identification numbers of at least 5 nominators who are Members of the Union and registered graduate student;
  - 2.5. for persons nominated for Student Senators, Knowles-Douglas Commission Board, SUDS Board and the Quill Board, the first and last names, signatures, faculties, years, and student identification numbers of at least 15 nominators who are Members of the Union.

- 2.6. a signed acknowledgment of acceptance of the nomination by each nominee;
- 2.7. a signed document indicating the name which each candidate wishes to appear on the ballot, and an indication of whether the candidate considers this name to be a reasonable derivative of his or her legal name.

## **REQUIREMENTS FOR SIDES**

3. A Side Committee cannot restrict membership to the Committee from any Member of the Union provided one has joined the Side and supports the position of the Side honestly and in good faith.
4. Members of the Executive and the Board and candidates for Executive and Community Representative may participate as Members on a Side Committee, provided they meet all other criteria required of any other person sitting on the Committee.
5. Each side shall provide the RO with a list of those who are currently members of the Side Committee.
6. Any Member of the Union wishing to join a side may register with the RO following the specified deadlines. The RO shall forward the name and phone number of the member to the appropriate authorised representative.
7. The name of a side may not include a federally or provincially registered political party name or symbol, or derivation thereof.

## **ALL CANDIDATES' MEETING**

8. At the candidates meeting, all candidates and campaign managers shall be required to deposit with the RO any and all keys, cards, or other methods of access to any building or room on any Campus, except for:
  - 8.1. A candidate's or a campaign manager's personal residence or the residence of a significant other;
  - 8.2. A candidate's or a campaign manager's place of employment.
9. At the candidates meeting, the RO shall:
  - 9.1. Review the relevant Bylaws, Policies, and any additional Supplementary Rules, and respond to questions about same;
  - 9.2. Announce the times and dates of meetings during the campaign, and announce any other methods that shall be regularly used to communicate with campaigns;
  - 9.3. Take attendance for the purposes of verifying compliance with Bylaw 1000(4); and
  - 9.4. Deal with any other topics deemed necessary by the RO.

## **POLICY#2005 – CAMPAIGN MATERIALS**

### **APPROVAL PROCESS**

1. The following shall be process to be followed for approval of campaign materials:
  - 1.1. Campaigns shall provide the RO with:
  - 1.2. A written description of the proposed campaign material;

- 1.3. The complete contents of the proposed campaign material, including text, images and its appearances on final presentation.
2. The RO shall provide, in confidence, a written approval or refusal of campaign materials, and shall make all reasonable efforts to respond within 4 working hours of receiving a complete request, subject to any clauses in the Bylaws, Policies, or the RO's Supplementary Rules.
3. Once the material has the approval of the RO, the campaign can have it printed, photocopied, or otherwise created, subject to any clauses in the Bylaws, Policies, or the RO's Supplementary Rules.
4. If the material cannot be created with the RO's identifying mark already on it, it must be given to the RO for them to put their identifying mark on the campaign materials.
5. The RO shall return materials to campaigns within a reasonable time period.
6. Once the campaign materials have been approved by the RO, created, and have the RO's identifying mark on them, they can be used in the campaign.
7. The RO shall consider written requests from campaigns to use campaign material outside the normal definition of campaign materials and shall respond in confidence to the campaign within 24 hours of any such request.

## **BANNERS**

8. Each campaign, individual, or member of a side shall be entitled to place a maximum of 2 banners on Campus.
9. Campaigns must construct and place banners in accordance with University building regulations.
10. Banner locations shall be assigned at the first All Candidates' Meeting.
11. Banners, whether made from paper, or any other material, shall be restricted to:
  - 11.1. a minimum total area of 1.5 square metres; and
  - 11.2. a maximum total area of 35 square metres.

## **PROHIBITIONS & VIOLATIONS**

12. The RO shall not approve campaign materials which:
  - 12.1. contain libel or slander (based on consultation with legal counsel if necessary);
  - 12.2. are factually incorrect;
  - 12.3. violate any federal or provincial statute, or any University or BUSU rule, regulation, policy, or procedure;
  - 12.4. are sexist, racist, homophobic or prejudicial.
13. Where the RO determines that campaign material which has not been approved by the RO is being distributed, displayed, or used by a campaign, then the RO shall:
  - 13.1. order the material immediately withdrawn or removed and shall confiscate the material from the campaign for a period of not less than 24 hours; and



- 13.2. assign an additional penalty, which may include (but is not limited to) any or all of the following:
  - 13.2.1. destruction of the material
  - 13.2.2. a restriction on campaigning, provided that the penalty is balanced against the volume of material distributed or its effect, and that no destruction takes place until the appeal period expires.
14. Each campaign shall comply with any building regulations set out by the University, and the additional limitations that:
  - 14.1. no more than 1 poster per campaign/individual may be affixed to any one bulletin board;
  - 14.2. no more than 1 poster per campaign/individual may be affixed on the same plane within 1 foot of another;
  - 14.3. no more than 2 posters per campaign/individual may be affixed to the same pillar, and these posters must face in opposite directions; and
  - 14.4. no poster may be affixed so as to obscure or cover another campaign's campaign materials.
15. Where a poster or banner is in violation of the Bylaws, it may be removed by the RO or the Campaign.
16. No individual may remove, deface, damage, or destroy campaign material without the authorization of the RO.
17. Each candidate, side, or individual shall be limited to a maximum of 75 posters on display at any one time, and distribution shall occur through the RO, who shall communicate in advance the rules, Board resolutions or procedures to be followed.

## **POLICY#2006 – ELECTION TOWN HALL**

1. The Town Hall is to be live streamed and recorded and made available to members of the union via social media and the BUSU webpage.
2. All Candidates and Sides shall be provided with the opportunity to participate in all Election Forums during the campaign period.
3. Members of the Union shall be provided with the opportunity to ask all Candidates and Sides questions from the audience at an Election Town Hall.
4. The Election Town Hall shall be chaired by the RO.
5. Each Candidate, or Side has the opportunity to speak for a time period as fixed by the RO.
6. Each speaker shall have the same fixed period of time in which to speak as their opponents have.
7. If there is a question from the audience at the Election Town Hall, each Candidate, Slate or Side shall have a reasonable and fair opportunity to respond thereto.

## **POLICY#2007 – CAMPAIGNING**

1. Rulings of the RO regarding breaches of the Election Rules that were not as a result of a Complaint shall be treated as Complaints for the purposes of posting the ruling.
2. The RO shall prepare and provide a complaint form which requires complainants to indicate the:
  - 2.1. name and student identification number of the complainant;
  - 2.2. specific clause(s) of the Election Rules that is alleged to have been breached;
  - 2.3. specific campaign or individual that is alleged to be in breach;
  - 2.4. specific facts which constitute the alleged breach; and
  - 2.5. evidence of these facts.
3. The RO shall prepare and provide an appeal form which requires appellants to indicate the:
  - 3.1. name and student identification number of the appellant;
  - 3.2. RO's ruling being appealed;
  - 3.3. reason for the appeal, including specifically any errors in interpretation or application found in the ruling; and
  - 3.4. ruling sought from the ERDIE Board.

## **COMPLAINT PROCEDURE**

4. Any Member of the Union, other than the RO, may file a Complaint regarding an alleged breach of the Election Rules.
5. The following shall be the process by which Complaints are filed, received, and ruled upon:
  - 5.1. The Complainant must submit a Complaint to the RO using the proscribed form within 48 hours of the alleged breach of the Election Rules. However, the RO may accept complaints after this deadline at their discretion.
  - 5.2. If the Complaint is found to be validly submitted, the RO shall send a copy to any other parties named in this Complaint and continue this complaint procedure.
  - 5.3. the RO shall investigate the Complaint using whatever means are at their disposal. This investigation shall include requesting a written response to the Complaint from any party alleged to have committed a breach of the Election Rules.
  - 5.4. the RO shall issue a written ruling within 24 hours of having received the Complaint, and shall:
    - 5.4.1. send the ruling to all parties to the Complaint via email; and
    - 5.4.2. post the ruling as soon as possible at both the office of the RO, the BUSU Website, and the BUSU offices.
    - 5.4.3. Any penalties assigned by the RO as a result of their ruling shall take effect immediately unless stated in the RO's ruling.

6. Complaints that are not validly submitted shall be disregarded by the RO, but the Complainant may resubmit as soon as one can make a valid submission. The RO shall still include the complaint in the final report.
7. The following do not require a written complaint and shall be brought to the RO's attention immediately upon being discovered:
  - 7.1. Complaints regarding pre-campaigning.
8. All Complaints must be submitted electronically, using a formal BUSU complaint form.
9. Any posted ruling of the RO on a Complaint shall contain:
  - 9.1. A summary of the allegation;
  - 9.2. A summary of the parties to the complaint;
  - 9.3. Where the RO fails to possess jurisdiction, a summary of the reasons for this finding;
  - 9.4. A listing of all applicable Election Rules that apply;
  - 9.5. A finding regarding the facts;
  - 9.6. A ruling regarding the alleged breach;
  - 9.7. The penalty assigned;
  - 9.8. The time the ruling was posted; and
  - 9.9. The time limit on any appeal.

## **APPEAL PROCEDURE**

1. Any Member of the Union may file an Appeal alleging a breach of the Election Rules by the RO.
2. Only Members of the Union who were party to an original Complaint are entitled to Appeal the ruling of the RO to the ERDIE Board.
3. The following shall be the process by which Appeals are filed, received, and ruled upon:
  - 3.1. The Appellant must submit an Appeal to the Chair of ERDIE using the proscribed form within 48 hours of either the alleged breach of the Election Rules or the RO's ruling on a Complaint.
  - 3.2. The ERDIE Board shall first convene in camera and determine if a prima facie case has been made in the appeal. If a prima facie case has not been made, the ERDIE Board shall dismiss the Appeal or the affected parts thereof.
  - 3.3. If the Appeal is found to be validly submitted, the Chair of ERDIE shall send a copy to any other party named in the Appeal, including the RO, and continue this procedure;
  - 3.4. The Chair of ERDIE shall schedule a hearing of the ERDIE Board to take place within:
    - 3.4.1. 12 hours of receiving the Appeal form if the alleged violations could result in the voiding of the Election or Referenda;
    - 3.4.2. 24 hours of receiving the Appeal form for all other alleged violations of the Election Rules.
  - 3.5. The Chair of ERDIE shall communicate the time and place of this hearing to all parties named in the Appeal, including the RO.
  - 3.6. The Appeal hearing shall occur, and shall use the following process:

- 3.6.1. The Chair shall ask:
  - 3.6.1.1. The members of the ERDIE Board if any perceived conflict of interest exists between them and any party to the Appeal; and
  - 3.6.1.2. The parties to the Appeal if they wish to challenge any Board member based on a conflict of interest.
- 3.6.2. The Board may call a recess to consider any Conflicts of Interest raised at the beginning of the hearing.
- 3.6.3. The Chair shall then explain any procedures to be followed to the parties present, including any time limits on presentations or examinations.
- 3.6.4. The Chair shall invite the Appellant to present their case.
- 3.6.5. The Chair shall invite the Respondent to present their case.
- 3.6.6. The ERDIE Board shall investigate the case as it deems appropriate, and may call a recess of no more than twelve hours in duration.
- 3.6.7. The Chair shall offer first the Respondent then the Appellant the opportunity to make a closing statement.
- 3.6.8. The ERDIE Board shall retire for deliberations in camera.
- 3.7. The ERDIE Board shall tell the parties to the Appeal who are present at the hearing their ruling immediately after coming out of deliberations.
- 3.8. The Chair shall issue the written ruling of the ERDIE Board within 12 hours of the end of the meeting, and shall:
- 3.9. Send the ruling to all parties to the Appeal via email; and
  - 3.9.1. Post the ruling as soon as possible at both the office of the RO, the election website, and the BUSU offices.
  - 3.9.2. Any penalties assigned or modified by the ERDIE Board as a result of their ruling shall take effect immediately unless stated in the ERDIE Board's ruling.
- 4. The RO may choose to resolve an Appeal informally prior to the Appeal hearing. If the Appeal is resolved to the satisfaction of all parties to the Appeal, the Appellant shall notify the Chair of ERDIE who shall cancel the hearing.
- 5. The ERDIE Board may request any person to appear at an ERDIE Board Meeting whose evidence would assist the ERDIE Board in making a decision.
- 6. The ERDIE Board may uphold, modify, or overturn any ruling made or penalty assigned by the RO, and additionally may overturn all or part of the election results and apply penalties under 1005(11) within the spirit of good governance for elections.

## **POLICY#2008 – VOTING & BALLOT COUNTING**

### **VOTING**

- 1. Voting shall be conducted via online poll.
  - 1.1. The RO shall advertise this information and the times' votes can be submitted via a student wide email, social media postings, posters on campus, and any other method deemed necessary.

2. The ballot email will be sent to students in the morning on the first day of voting and voting will be open until the following evening.
  - 2.1. Students will have access to cast their ballot anytime within that time frame.
3. The RO shall provide for the secure and confidential handling of the ballots.
4. Campaigning may continue during voting.
5. Candidates and volunteers shall not campaign or loiter within 50 feet of a polling station during a paper ballot election.
6. The voting population for the Queer, Indigenous Peoples', Gender Empowerment, Part Time/Mature, Residence, Graduate, Racialized, Accessibilities, International Students', Black Students', and Student Athlete Representatives shall include all Members of the Union who self-identify as coming from the community described in the title of each position.
  - 6.1. These community positions will be available as non-mandatory voting questions for students to self identify in private when casting their ballot electronically.

## **BALLOT DESIGN**

7. The Executive Director, or designate, shall decide the design of the ballot.
8. Each ballot shall be identical to the next, with the exception of the ordering of ballot options and faculty specific candidates.
9. If a ballot question is a 'Yes/No' choice, the options shall be 'Yes', 'No', and "Declined Ballot"(to serve the purpose of a spoiled ballot in a paper ballot process).
10. If a ballot question is a choice between anything other than 'Yes' and 'No', the RO may decide whether the ballot options are placed in the same order on every ballot or in a rotating order.
11. The ballots must allow for voters to clearly indicate their choice.
12. Ballots for Community Representatives shall include a method for voters to self-identify as coming from the community in question.

## **BALLOT COUNTING**

13. The RO shall supervise the ballot counting process, where the RO will ensure that the ballot counting process is transparent and fulfils all requirements of these Bylaws and Policies.
14. Each Candidate, Slate, or Side may have scrutineers present at the counting of ballots.
  - 14.1. Once the scrutineers have entered the count room, they may not leave the room until the completion of counting of ballots or with the consent of the RO.

- 14.2. Scrutineers may not touch the ballots in any way.
- 14.3. All scrutineers shall have equal opportunity to argue for and against the validity of all ballots their Candidate, Slate, or Side is on.
15. If the BUSU Executive Director is in attendance of the ballot count for support to the Returning Officer they shall not touch the ballots in any way.
16. Once the count has been completed, the RO shall:
  - 16.1. post-election results within 48 hours of all complaints and appeals having been resolved;
17. The RO shall supervise the ballot counting process, where the RO will ensure that the ballot counting process is transparent and fulfils all requirements of these Bylaws and Policies.
18. Each Candidate, Slate, or Side may have scrutineers present at the counting of ballots.
  - 18.1. Once the scrutineers have entered the count room, they may not leave the room until the completion of counting of ballots or with the consent of the RO.
  - 18.2. Scrutineers may not touch the ballots in any way.
  - 18.3. All scrutineers shall have equal opportunity to argue for and against the validity of all ballots their Candidate, Slate, or Side is on.
19. If the BUSU Executive Director is in attendance of the ballot count for support to the Returning Officer they shall not touch the ballots in any way.
20. Once the count has been completed, the RO shall:
  - 20.1. post-election results within 48 hours of all complaints and appeals having been resolved;
  - 20.2. For paper ballot elections: seal ballot boxes until access is required by the ERDIE Board to resolve any complaints and/or appeals;
  - 20.3. For paper ballot elections: store the ballots in a locked container or room for a period of at least two weeks after the last recount has been completed; and
  - 20.4. For paper ballot elections: destroy the ballots the later of:
    - 20.5. four weeks after the last recount has been completed;
    - 20.6. after all complaints and appeals have been satisfied.

## **RECOUNTS AND TIES**

21. The RO may in his or her sole discretion initiate a recount independently. This decision is not appealable to the ERDIE Board.
22. As far as is practicable, a recount shall occur by way of the same procedure as the original count.
23. The RO shall post the results of a recount within 48 hours of the recount being completed.

## **SECTION#3000 – COMMITTEE POLICIES**

### **POLICY#3001 – STANDING COMMITTEE PROCEDURES**

1. Quorum for Standing Committee Meetings shall be no less than 50% of all voting Members of the Standing Committee including the Chair.
2. Except where otherwise stated in the Bylaws, all standing committee meetings shall be set with no less than 2 working days' notice to members
  - 2.1. such notice shall include:
    - 2.1.1. the agenda,
    - 2.1.2. minutes, and
    - 2.1.3. any and all related materials related to the agenda be it in draft or final report form.
      - 2.1.3.1. This includes, but is not limited to:
        - 2.1.3.1.1. reports,
        - 2.1.3.1.2. motions,
        - 2.1.3.1.3. papers, and
        - 2.1.3.1.4. presentations.
3. The Chair of every Standing Committee shall:
  - 3.1. Call regular Standing Committee Meetings with a minimum of one meeting held every 30 days,
    - 3.1.1. Where there is no business of the committee to deal with, the meeting may be scheduled when business arises;
    - 3.1.2. Where no meeting has been held within the past 30 days and there is not a scheduled meeting within the next 30 days, any Executive Member may call a Committee meeting
      - 3.1.2.1. If an Executive Member enacts the above, then the Executive Member who calls the meeting may Chair the called meeting
  - 3.2. Receive, either directly or from the secretary of the Standing Committee, all correspondence directed to the Standing Committee;
  - 3.3. Present, at every Board Meeting, a report on the activities of the Standing Committee occurring since the Standing Committee's last report to the Board;
  - 3.4. Ensure that any motions which the Standing Committee makes to the Board are presented to the Board in typewritten format;
  - 3.5. Report to the Board on the overall attendance record of all Standing Committee Members;
    - 3.5.1. If there is an ongoing problem meeting quorum, make a motion to the Board that the Selection Committee replace 1 or more Standing Committee Members or re-strike the Standing Committee; and
    - 3.5.2. Arrange for the Standing Committee to receive presentations from any Members of the Union including Board Members on any issue within the

jurisdiction and mandate of the particular Standing Committee for the purpose of determining whether the Standing Committee will make a motion to the Board at any Board Meeting.

3.5.3. Appoint a Secretary for that committee, who shall take minutes of the committee meetings and be responsible for their distribution.

4. Non-voting Members shall not act as Chair of any Committee Meeting except where provided for elsewhere in these Bylaws,
5. Standing Committees may have BUSU Staff and Members of the Union as non-voting members of the Committee as decided by the Standing Committee and/or BUSU Board.
6. If a member of a committee misses three (3) consecutive standing committee meetings without regrets or a total of six (6) meetings, their membership on that sub-committee will go to a vote of the Board.
  - 6.1. An ex-officio member's position on a Standing Committee shall not count towards these limits.

## **POLICY#3002 – EXECUTIVE COMMITTEE**

### **COMMITTEE PROCEDURES**

1. The Executive Director shall be the Chair of the Executive Committee.
  - 1.1. In the absence of the Executive Director, the President shall be the Chair of the Executive Committee.
2. Quorum for the Executive Committee shall be at least one (1) Executive member and one (1) Class A employee.
3. All meetings of the Executive Committee shall be in closed session unless otherwise decided upon by the Committee.
4. During Regular Session, the Executive Committee shall meet at least once every two weeks.
5. Any financial commitments, contract issues, and other matters of importance as determined by the executive must be recorded in the minutes.

## **POLICY#3003 – FINANCE & SERVICES COMMITTEE**

### **COMMITTEE PROCEDURES**

1. The Committee shall consider Financial matters relating to the following subjects:
  - 1.1. Presentation of, and amendments to, the Budget;
  - 1.2. Approval of financial statements and the appointment of an auditor;
  - 1.3. Approval of monthly cheque details;
  - 1.4. The exercise of any right attached to a security, and the acquisition and disposition of securities;



- 1.5. scrutinise the financial affairs and the contractual obligations and benefits of the Union.
    - 1.5.1. In carrying out this duty, the Finance Committee shall have full access to all financial records, financial information, or written agreements, or other records or documents of any kind of BUSU and any BUSU businesses;
  - 1.6. Capital Planning;
  - 1.7. Regular Review of the Health and Dental Plan including:
    - 1.7.1. Monthly review of the plan status;
    - 1.7.2. Review of appeals from students regarding opt-outs
    - 1.7.3. Regular reports to the Board
    - 1.7.4. Annual review of the plan's coverage (to be ratified by the Board)
  - 1.8. Any other matter under Bylaw 2400 within its jurisdiction.
2. The Committee shall consider Services matters relating to the following areas:
    - 2.1. Advocacy;
    - 2.2. Grocery Program;
    - 2.3. Student Handbook;
    - 2.4. Orientation Magazine;
    - 2.5. Paw Pass;
    - 2.6. International Student Identity Cards;
    - 2.7. Travel Fund;
    - 2.8. Work Study;
    - 2.9. BUSU Website;
    - 2.10. Health and Dental Plan;
    - 2.11. Office Services;
    - 2.12. U-Pass; and
    - 2.13. Any new services as sanctioned by the Board, or developed by the committee or staff.
  3. In the event of a tie vote, the Chair shall cast the deciding vote.
  4. The Chair, or any 3 Committee Members, may call a Committee Meeting by providing at least 2 working days' notice of the date, time and location of the Committee Meeting.
  5. The Committee shall make reports to the Board regarding the expenditure of Union funds as set out in the budget at the last Board meeting in the months of August, December and April.

## **POLICY#3004 – STUDENT CLUBS, ACTIVITIES, & CAMPAIGNS COMMITTEE (SCAC)**

### **COMMITTEE PROCEDURES**

1. SCAC has the delegated authority to:
  - 1.1. Allocate funding to student clubs;
  - 1.2. Examine any proposed initiatives, plans, campaigns and consider direct or indirect impacts on members of BUSU;

- 1.3. Consult members on issues and items under its jurisdiction to gather input and gauge support;
  - 1.4. Consider events and activities related to: culture, education, entertainment, orientation and other events throughout the year.
2. SCAC shall report to the Board:
  - 2.1. All expenditures relating to funding to date;
  - 2.2. Details of decisions made.
3. The Chair of SCAC has a fiduciary duty to ensure the SCAC Committee does not allocate more than \$4,000 annually on student club funding over the course of any fiscal year.
4. The Chair of the SCAC Committee shall be responsible for minuting, compiling decisions and keeping records related to the SCAC Committee on an ongoing basis.
5. Therefore, student group funding requests will be evaluated by, but not limited by, each of the following, where applicable:
  - 5.1. How does the intent of the funding request fit within the mandate of the student club and BUSU;
  - 5.2. The number of students included in the conference, event or project;
  - 5.3. Availability of other sources of funding.
6. After reviewing an application, the following shall be written on the front page of the application:
  - 6.1. Whether it was approved or denied;
  - 6.2. The date on which it was reviewed;
  - 6.3. The funding amount approved, if applicable.
7. The front page of the application as detailed in point 14 must be provided to the BUSU Executive Director, in electronic or physical form, before funding cheques are processed.
8. Decisions of funding applications, or reason for denial if applicable, will be communicated to the student group within one week of the decision being made and will be documented in the SCAC minutes.
9. If the application was approved, the chair of the SCAC committee shall inform the student(s) of the date and location at which their cheque(s) shall be available for pickup.
10. Any cheques that are not deposited or picked up by the student club and become stale dated shall not be rewritten for the club.
  - 10.1. Student group funding must be used for the intention stated in the application;

- 10.1.1. Failure to comply with the original intent of the funding constitutes fraud and will result in the student group and/or any student who personally benefited from the fraud being prohibited from applying for BUSU funding in the future;
- 10.2. Any student group receiving funds from BUSU for an event regardless of event location should at any possibility acknowledge the Brandon University Students' Union as a co-sponsor in advertising for the event.
- 11. Student groups and/or students who are involved in the funding application processes that owe outstanding fees to BUSU must pay those fees before funding can be received.
  - 11.1. If the group and/or student cannot immediately pay the fees out of pocket, a subtotal will be deducted from any funding request to pay the fees. In such a case, the Vice-President Engagement will inform the contact persons for the student group prior to the funding being processed and paid out.

## APPEALS

1. BUSU Members are entitled to file a complaint regarding funding to the Chair of the SCAC Committee who in turn must bring it to the Executive Committee.
  - 1.1. Reputable complaints will be reviewed by the BUSU Board. The decision regarding the reputation of the complaint lies with the Executive Committee.
    - 1.1.1. Criteria of what is considered a reputable complaint includes:
      - 1.1.1.1. Allegations concerning anything that could be reasonably seen to violate the outlines of this bylaw;
      - 1.1.1.2. Allegations that a decision violates a human right or enables a human right to be threatened or unduly questioned;
      - 1.1.1.3. Allegations that a SCAC committee decision violates a University policy or enables such a policy to be threatened;
      - 1.1.1.4. Allegations that are considered reputable to any of the members with whom a decision rests;
      - 1.1.1.5. Allegations that a decision could be considered harmful to the union's image or violate the expressed stances or governing documents of the Union.
2. When a complaint is considered reputable it becomes an appeal that must be taken to the next meeting of the BUSU Board, regardless of whether the agenda has been set.
3. If an appeal is not considered reputable the Executive Committee shall give a written statement to the complainant within fourteen (14) days of receiving their complaint. The statement must include a reason(s) why the complaint was not considered reputable.
4. A successful appeal may only request that the recommendation be reconsidered. The BUSU Board may only consider an appeal for any single complaint once, and for an appeal to be considered successful it must be first moved and then voted for by a 2/3rds majority of the BUSU Board.

# **POLICY#3005 – ELECTIONS & REFERENDA DISCIPLINE, INTERPRETATION, & ENFORCEMENT BOARD (ERDIE)**

## **COMMITTEE PROCEDURES**

1. By September 15th, or as soon as possible thereafter, the Selection Committee shall announce the members and alternate members of the ERDIE Board.
  - 1.1. If at that time, the Selection Committee is not in a position to announce the Chair of the ERDIE Board, the ERDIE Board shall carry on as if the Chair was absent and a temporary Chair shall be appointed until the appointment of a Chair by the Selection Committee.
2. Quorum at ERDIE Board Meetings shall be three ERDIE Board members and the Chair or temporary Chair.
3. Meetings of the ERDIE Board shall be open to all Members of the Union, except that any ERDIE Board Meeting or part of an ERDIE Board Meeting may, at the discretion of the ERDIE Board, be held in Closed Session.
4. The ERDIE Board may decide that there are no grounds for deliberation and refuse to hear an appeal.
5. A copy of any decision delivered by the ERDIE Board shall be kept on file at the Union office and shall be available for all Members of the Union to examine upon request.
6. In the event of the absence of one of the parties to a hearing before the ERDIE Board, the ERDIE Board may proceed with the hearing notwithstanding the party's absence.
7. Complete and accurate minutes shall be taken of all meetings and shall be made available to Members of the Union upon request.
  - 7.1. The secretary of the ERDIE Board, as appointed by the Board, shall take minutes.

## **GENERAL**

8. The ERDIE Board shall be responsible for those duties and matters set out to it in the Bylaws.
9. The Chair of ERDIE Board shall write a report for the Board to be included in the final report of the Returning Officer to the Board.
  - 9.1. This report will summarise any actions of the ERDIE Board during the Election.

## **CONFLICTS OF INTEREST**

10. Candidates or Sides may challenge the membership of ERDIE Board regarding a conflict of interest:
  - 10.1. At any time prior to the commencement of campaigning;
  - 10.2. At any time during the Election Period, with the exception of during ERDIE Board hearings; and/or

- 10.3. At the beginning of an ERDIE Board hearing, until the Chair has given time for such challenges and has declared the ERDIE Board to be valid for that Appeal.
11. The ERDIE Board shall make a decision on the alleged conflicts-of-interest raised within 24 hours of receiving a challenge, unless the challenge is received at the beginning of a meeting in which case the decision must be made within six hours of receiving the challenge.
12. Having heard the statements made in the challenge, the ERDIE Board shall have the exclusive jurisdiction to determine who shall sit on an Appeal.

## **SECTION#4000 – ORGANISATIONAL POLICIES**

### **POLICY#4001 - BUSU TIMES & CURRENCY**

1. All times stipulated in the By-Laws, Policies, or any other BUSU document or posting shall be according to Central Standard Time as determined by Environment Canada.
2. All dollar amounts stipulated in the By-Laws, Policies, or any other BUSU document or posting shall be in Canadian Dollars, unless otherwise stipulated.

### **POLICY#4002 – UNION FINANCES**

#### **UNION BUDGET**

1. The Vice-President Operations and Executive Director, in consultation with the Executive Committee, shall submit the Budget to the Finance Committee for their review and decision.
  - 1.1. The Finance Committee should have the annual budget approved by July 1st.
  - 1.2. Upon approval of the Budget by the Finance Committee, the Finance Committee shall submit the Budget to the Board Members at least 14 days prior to the Finance Committee's motion to the Board for approval of the Budget.
  - 1.3. The final budget should be approved no later than August 1st.
2. The approved budget will be posted on the BUSU website within 7 days of approval.
  - 2.1. This budget will serve as the official budget for the organisation's spending.
3. The BUSU Board is only permitted to readjust the annual budget in the event that BUSU hosts an event totaling more than \$75,000 in expenses or income that was not accounted for at the time of budget approval.
  - 3.1. The adjusted budget will be posted on the BUSU website within 7 days of approval.
  - 3.2. Any adjusted budgets shall not replace the original budget, but shall be posted alongside the original budget, with a date of adjustment noted.
4. The budget may be adjusted at an Annual General Meeting during the budget report to the membership by a majority vote.

## **CONTRACTS**

5. Subject to any limitations contained in the Policies, the Chair of any Committee and the members of the Executive may endorse contracts relating to approved Budget items for which they are responsible and such contracts once endorsed shall be binding on the Union.
6. Any motion in a Committee or by a Committee to the Board that rescinds a motion approving a contract requires notice to be given to all parties to the contract. Failure to give such notice prohibits the Committee or the Board from considering the motion to rescind. Notice must be given at least one week before such motion is made in Committee or the Board.
7. No person (or persons) shall draft a series of contracts or amend a contract to split the financial commitments so as to evade the Bylaws
  - 7.1. If it is discovered that contract splitting has occurred and the Bylaws were circumvented, the Board may enact one of the following penalties on motion from Finance Committee:
    - 7.1.1. make the account(s) used for the split contracts inactive for a period of time;
    - 7.1.2. censure the person (or persons) found to have split contracts;
    - 7.1.3. other penalties as deemed appropriate.

## **POLICY#4003 – ANNUAL GENERAL MEETINGS**

### **MEETING PROCEDURES**

1. The Chair of the General Meeting shall be responsible for arranging and conducting the General Meeting in such a way that as many Members of the Union as possible, including Board Members, have the opportunity to speak.
2. The Secretary shall take complete and accurate minutes of the proceedings of General Meetings. Such minutes shall be signed by the President and the Chair of the General Meeting and copies thereof shall be provided to every Board Member and to any other Member of the Union who requests copies thereof.
3. The governance documents of the Union are ranked as follows in terms of descending order of authority for the purposes of a General Meeting:
  - 3.1. the Constitution;
  - 3.2. the Bylaws of the Union;
  - 3.3. the Policies of the Union;
  - 3.4. Standing orders of BUSU Board;
  - 3.5. Robert's Rules of Order.
4. Subject to any other provisions in the Bylaws or Policies, the following shall be, as far as practicable, the order of business at the General Meetings:
  - 4.1. Approval of the agenda;
  - 4.2. Approval of the minutes of the previous General Meeting;
  - 4.3. Old Business arising from the minutes;

- 4.4. Reports of the Executive;
  - 4.5. Reports of Canadian Federation of Students representatives;
  - 4.6. Reports of the Committees;
  - 4.7. Question period;
  - 4.8. Presentation of any motions;
  - 4.9. Other business;
  - 4.10. Announcements; and
  - 4.11. Adjournment.
- 5. Speaking turns by Members of the Union at General Meetings shall be:
    - 5.1. no longer than 5 minutes in duration;
    - 5.2. will allow up to three (3) members in favour and against each motion without a motion to extend the speakers list;
    - 5.3. shall recognize gender parity for the speaking list

## **POLICY#4004 - INTERNAL CONTROLS: EVENTS & ACTIVITIES**

### **GENERAL**

- 1. Internal policies regarding purchasing, contracting and/or promotional activities will be reviewed with Vice-President Operations and the Executive Director.
- 2. Budgets are to be formal (written down and approved) allowing for any contingencies.
- 3. A Function/Event Checklist outlining all possible requirements of the event will be developed and require completion, to determine all relevant costs of the event.
- 4. All purchases and/or decisions to receive written approval from signing authorities prior to actual implementation.

### **PURCHASING**

- 5. All major suppliers being used for major events used for prior programming events/activities will be notified of the policy requiring an authorised purchase order for any purchases.
- 6. Authorization of purchases to be limited to the President, Vice-President and Executive Director.

### **TICKETS**

- 7. Control of any and all tickets are to be entered into the BUSU Accounting System.
- 8. Ticket register and reconciliation system established and implemented.
- 9. Event summary of all ticket sales will be produced for each event.

10. Programming department will strictly adhere to the rules and regulations outlined by the University relevant to the University Centre Building and any other areas of the University.

## **POLICY#4005 - SOCIAL MEDIA**

### **REASON FOR POLICY**

As an organisation that represents students, social media is an unavoidable and desirable part of the Students' Union's communication. The Brandon University Students' Union (BUSU) is the main representative channel for all students at Brandon University. In accordance with the Constitution of the BUSU, the BUSU is a service provider that exists to serve its membership both individually and collectively, upholding all students' fundamental rights to live and learn in a safe and comfortable environment. This policy will extend that commitment to online actions and activities.

### **DEFINITIONS**

1. "Bullying" - Where someone purposely and repeatedly says or does hurtful things to someone else. For the purpose of this policy, bullying will include the following actions: name calling, put-downs, threats, teasing, spreading rumours, gossiping, excluding others, or making others look foolish or unintelligent.
2. "Inappropriate" - Material that is obscene, defamatory, profane, libellous, slanderous, threatening, harassing, abusive, hateful, untruthful, or embarrassing to another individual or organisation.
3. "Officer" - being a Representative, Executive member, or member of the BUSU Management staff.
4. "Social Media" - forms of electronic communication (such as websites for social networking and/or microblogging) through which users create online communities to share information, profiles, ideas, personal messages, and other content (eg. videos, pictures, etc.).

### **MEMBER USE**

All members of the Union who engage in the social media platforms of the BUSU will be governed by the BUSU Code of Conduct (Policy 2520), the Brandon University Policies and Procedures, and this Social Media Policy.

### **ORGANISATION OFFICIALS USE**

BUSU's Elected officials and representatives accept that they are to be held responsible to the student body for their conduct, and they are also bound by the BUSU Code of Conduct (Policy 2520), the Brandon University Policies and Procedures, and this Social Media Policy. The visibility of social



media platforms, together with the difficulty an officer would face in the separating of their actions as a representative from their personal conduct, means a lack of forethought in any number of online forums could result in damage to the officer's image and/or the Union's reputation.

## **ORGANISATIONAL USE**

Social media will be used to represent the BUSU in a positive light at all times. Use of social media accounts must reflect the BUSU's strategic plan, mission statements, vision, and values.

The BUSU will use social media for the following purposes: to engage students; to provide information regarding university and government decisions and initiatives; to promote events, services, programs and businesses; as well as to gather real-time feedback from students we represent.

The BUSU will only allow real individuals and/or organisations that make contributions that enhance the BUSU's ability to serve and represent student interests at Brandon University to follow, join or comment on social media content that is under the jurisdiction of BUSU. BUSU Executives and Managers reserve the right to refuse access to the BUSU's social media on the grounds of what is perceived to be a not-real individual or organisation.

BUSU Executives and Management may respectfully and factually respond to misrepresentations of the BUSU in social media, provided that the other Executives and Managers have been notified. If a Representative or staff notice a misrepresentation, they will notify an Executive member or Manager to respond to the post and will not respond to the misrepresentation themselves. The BUSU, officers or staff will not engage in prolonged arguments with others on the BUSU social media platforms.

When an error is made, the BUSU will acknowledge the error and correct it as soon as possible. Modified posts will be clearly labelled.

The quality of social media communications will be ensured by using spell check, confirming the accuracy of content with others, engaging in the best practices regarding the frequency of posting content, and using discretion with regards to time-sensitive information.

## **PROHIBITED ENGAGEMENT**

Whether in a personal or an official capacity, the use of social media shall not:

1. Bring the Students' Union into disrepute, for example by:
  - 1.1. Insulting members, colleagues, staff, faculty or other institutions. Discussion and debate is acceptable, personal and/or slanderous attacks are not;
  - 1.2. Making defamatory comments about individuals, other organisations, or groups;
  - 1.3. Posting images that are inappropriate or links to inappropriate content.
2. Breach of confidentiality, for example by:
  - 2.1. Revealing confidential intellectual property or information owned by the organisation;
  - 2.2. Giving away confidential information about an individual or organisation;
  - 2.3. Discussing BUSU's internal operations (such as staffing arrangements, future business plans, budgets, and other information that has not been communicated to the membership).

3. Breach copyright, for example by:
  - 3.1. Using someone else's images or written content without permission;
  - 3.2. Failing to give acknowledgement where permission has been given to reproduce something.
4. Do anything that could be considered discrimination, or bullying or harassment, any individual.
  - 4.1. Making offensive or derogatory comments relating to sex, gender, sexual reassignment procedures, race (including nationality and/or ethnicity), disability, sexual orientation, religion or belief, age, or any other protected characteristic under either the Canada or Manitoba Human Rights;
  - 4.2. Posting images that are discriminatory or offensive, or links to such content.

## **PENALTIES**

All penalties will be recorded in the Social Media Incident Log for continuity and consistency of reporting incidents and historical data.

## **MEMBERS**

If a BUSU member is found to be in breach of this Social Media policy, the Executive Committee will meet and have the description about applying the following penalties in accordance with the severity of the offence.

1. First offence: A BUSU Executive member or Management will message or speak directly with the BUSU member explaining why they were in breach of the social media policy. The member will be provided with a verbal warning at this time.
2. Second offence: An Executive member or Management will message or speak directly with the member explaining why they are in breach of the social media policy and that they will not be able to post to- or join BUSU social media platforms for one month.
3. Third offence: An Executive member or Management will message or speak directly with the member explaining why they are in breach of the social media policy and that they will not be able to post to- or join BUSU social media platforms for one academic year.
4. Fourth offence: An Executive member or Management will message or speak directly with the member explaining why they are in breach of the social media policy and that they will not be able to post to- or join BUSU social media platforms indefinitely.

## **OFFICERS**

If an officer is found to be in breach of this Social Media policy, the Executive Committee will meet and have the description about applying the following penalties in accordance with the severity of the offence.

1. First offence: An Executive member or Management will message or speak directly with the officer explaining why they were in breach of the social media policy. The officer will be provided with a verbal warning at this time.

2. Second offence: An Executive member or Management will message or speak directly with the officer explaining why they are in breach of the social media policy and that they will not be able to post or join the social media for the remainder of the current academic term.
3. Third offence: An Executive member or Management will message or speak directly with the officer explaining why they are in breach of the social media policy and that they will not be able to post or join the social media for one academic year.
4. Fourth offence: An Executive member or Management will message or speak directly with the officer explaining why they are in breach of the social media policy and that they will not be able to post or join the social media indefinitely.

## **MANAGEMENT**

All passwords, username and other login information will be kept in a secure location within the BUSU Office. Executives and Managers are the only people authorised to use the login information unless a staff member is directed to post to social media by a manager. The Vice-President Engagement is the main contact for all social media related inquiries and posts as social media falls under this position in the Bylaws (#500).

## **POLICY#4006 - FIPPA & PHIA**

The Freedom of Information and Protection of Privacy Act (Manitoba) and The Personal Health Information Act (Manitoba) both apply to the BUSU. The following policy sets out how the BUSU will oblige these two pieces of legislation.

### **THE FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT (MANITOBA) (“FIPPA”)**

The BUSU upholds the principles of and follows FIPPA, which was proclaimed on May 4, 1998 and was extended to local public bodies, including all educational institutions in the Province of Manitoba, on April 3, 2000. By enacting this policy, the Executive Director is the designated head under the Act. The Executive Director may, in turn, delegate their duties and obligations under FIPPA as necessary.

FIPPA applies to all records in the custody or control of the BUSU. A record is defined as information recorded in any form such as written and printed records, maps, plans and audio-visual recordings, as well as information stored and retrieved electronically, such as emails.

The purposes of FIPPA are:

1. to allow any person a right of access to records in the custody or under the control of the BUSU, subject to the limited and specific exceptions set out in FIPPA;
2. to allow individuals a right of access to records containing personal information about themselves in the custody or under the control of the BUSU, subject to the limited and specific exceptions set out in FIPPA;

3. to allow individuals a right to request corrections to records containing personal information about themselves in the custody or under the control of the BUSU;
4. to control the manner in which the BUSU may collect personal information from individuals and to protect individuals against unauthorised use or disclosure of personal information by the BUSU; and
5. to provide for an independent review of certain decisions of the BUSU under FIPPA.

### **THE PERSONAL HEALTH INFORMATION ACT (MANITOBA) ("PHIA")**

The BUSU is also committed to FIPPA's companion act PHIA. PHIA came into effect on December 11, 1997. Personal health information is defined in PHIA as recorded information about an identifiable individual relating to that person's health or health care history, the provision of health care to the individual or payment for health care provided to that individual. Access to personal health information about someone else must be dealt with under FIPPA (unless the request is made by a person authorised to act on behalf of the other person under section 60 of PHIA). PHIA outlines rules for the collection, use and disclosure of personal health information.

The designated head under PHIA shall be the same as under FIPPA, and delegates their duties and obligations under PHIA as necessary.

The purposes of PHIA are:

1. to provide individuals with a right to examine and receive a copy of personal health information about themselves subject to the limited and specific exceptions set out in PHIA;
2. to provide individuals with a right to request corrections to personal health information about themselves;
3. to control the manner in which the BUSU may collect personal health information;
4. to protect individuals against the unauthorised use, disclosure or destruction of personal health information by the BUSU;
5. to control the collection, use and disclosure of an individual's personal health identification number; and
6. to provide for an independent review of certain decisions of the BUSU under PHIA.

### **POLICY STATEMENTS**

Should any of the BUSU's policies conflict with FIPPA or PHIA, the provisions of FIPPA or PHIA shall prevail unless otherwise expressly provided for at law.

### **POLICY#4007 - LEGAL REPRESENTATION**

The BUSU, or the BUSU's insurer, will extend legal representation in certain cases to officers, employees and members of the BUSU Board in the manner and on the conditions following:

1. If an officer, member of the BUSU Board, or any employee of the BUSU (hereinafter referred to as "the individual") in carrying out their respective designated duties for the BUSU, is named or may be named as a defendant in civil proceedings, the BUSU will cause any such proceedings and negotiations in advance of any such proceedings, to be represented and defended on behalf of the individual by legal counsel at the BUSU's expense, provided that:
  - 1.1. the individual has executed a copy of the Request for and Consent to Legal Representation form as attached hereto and being Schedule "A" to this Policy, found in the BUSU Policy Appendix;
  - 1.2. there is no conflict of interest apparent or possible, in the sole opinion of the President or their delegate, between the BUSU and the individual;
  - 1.3. the individual has not acted, in the sole opinion of the President or their delegate, in bad faith, with malice or in an unprofessional manner;
  - 1.4. the individual does not take any action or omit to take any action that, in the sole opinion of the President or their delegate, will prejudice the defence or representation of such proceedings or preliminary negotiations;
  - 1.5. the individual fully cooperates with legal counsel of the BUSU or BUSU's insurer in the conduct of such defence and representation (the "appointed legal counsel") and;
  - 1.6. except that where the individual is named as a defendant as a result of duties carried out as a member of the BUSU Board, the determinations to be made by the President in Subsections (ii), (iii) and (iv) shall be made instead by the BUSU Board.
2. If at any time during the course of the individual's defence or representation by the appointed legal counsel, the individual wishes to be defended or represented by legal counsel of their own choosing, the individual may retain such other legal counsel and the appointed legal counsel shall no longer represent or defend the individual. Thereafter the individual shall be solely responsible for their defence or representation and all expenses associated therewith.
3. Notwithstanding (b) above, if the individual breaches the provisions of (a) (iv) or (v) above, during the course of their defence or representation by the appointed legal counsel the BUSU may request the appointed legal counsel to withdraw from the case and in that event the individual's defence and representation shall be at the sole expense of the individual and all expenses so incurred by the BUSU on the individual's behalf to the date of withdrawal shall be a debt due and owing to the BUSU from the individual.
4. If the court does not permit legal counsel to withdraw from the record as requested by the BUSU, the individual's continued defence and representation shall be at the sole expense of the individual and, together with all expenses incurred by the BUSU on the individual's behalf to that date, shall be a debt due and owing to the BUSU from the individual.

## **DEFINITIONS**

5. "Respective assigned duties" in this Policy means all duties and functions of and responsibilities assigned to the individual which they are required to perform and discharge in the course of their employment at the BUSU but does not include personal consulting activities, outside

professional activities as such term is used in other policies or collective agreements to which the BUSU is a party, or any other activities outside of the scope of the individual's duties, functions and responsibilities unless such dates, functions and responsibilities were specifically assigned to the individual by a person authorised to so assign.

6. The terms "expense" or "expenses" in this Policy shall include all legal fees and disbursements, witness fees, court costs and may include, at the discretion of the BUSU or the BUSU's insurer as the case may be, all monies to be paid by the individual under the terms of any settlement and all monies which the individual shall become obliged to pay by reason of the liability imposed upon such individual by a court of law.

In requesting legal representation under this Policy, an individual shall waive any claim that they might have against the BUSU regarding any act or omission of the appointed legal counsel in respect of the defence or representation by that legal counsel.

## **POLICY#4008 - SEXUAL HARASSMENT**

Sexual harassment will not be condoned in the BUSU workplace. It is BUSU's responsibility to provide a workplace free of harassment. BUSU will not knowingly permit, and will take reasonable steps to stop this form of harassment. Any employee, regardless of position, who sexually harasses other individuals at work shall be disciplined.

### **DEFINITION**

Sexual harassment is defined as a course of abusive, unwelcome conduct or comment; or, any sexual solicitation or advance that is known, or ought to be known to be unwelcome, especially if it may reasonably be seen to be putting a condition on employment, or the receiving or withholding of any benefit or service. The unwanted behaviour may be either physical or verbal. It may also include one or more of the following:

1. unwelcome physical contact
2. implied or expressed promise of reward or threat of reprisal for complying with a sexual solicitation or advance
3. unwelcome sexual remarks or jokes that denigrate one's gender
4. unwelcome, ongoing, sexual solicitations or advances
5. displaying derogatory materials such as pictures, cartoons that denigrate either women or men.

### **PROCEDURE**

If you believe you've been harassed, you are encouraged to immediately tell the harasser to stop. If the harasser continues or if you choose not to confront the harasser, tell your supervisor or another member of management or executive. Management and Executive will investigate any complaint quickly and as confidentially as possible. Both parties involved in the complaint will be told of the outcome of the investigation.

If the evidence supports the complaint, BUSU will do whatever is necessary to stop the harassment, and if appropriate, discipline the perpetrator. If the evidence does not support the complaint, no repercussion will occur for the person filing the complaint, if the complaint was made in good faith.

## **POLICY#4009 - PRESERVATION & DESTRUCTION OF RECORDS**

### **FINANCIAL RECORDS TO BE PRESERVED**

The financial records of the BUSU hereinafter referred to shall be preserved until the Board in any cases or cases by resolution shall otherwise determine, namely:

1. Trust ledgers and other papers and records that relate to the Trust and Endowment accounts of the BUSU;
2. The records hereinafter referred to that relate to the General Account of the BUSU maintained by the Executive Director namely:
  - 2.1. General Ledgers;
  - 2.2. General Journals;
  - 2.3. Staff Records, other than those that relate to part-time, temporary or casual staff;
  - 2.4. Payroll Accumulation Records published as at December 31 annually;
  - 2.5. Pension Files and statements, and related records;
  - 2.6. Equipment Inventories and appraisals;
  - 2.7. Financial Statements
  - 2.8. Special Reports,
  - 2.9. Statements and Studies;
  - 2.10. Annual Budgets;
  - 2.11. Files relating to fixed assets;
  - 2.12. Files relating to construction matters;
  - 2.13. Debenture Registers, and related correspondence;
  - 2.14. Investment Registers;
  - 2.15. Certified Orders-in-Council of the Province of Manitoba relating to the finances of the BUSU;
  - 2.16. All agreements in writing entered into by the BUSU;
  - 2.17. and All guarantees in writing given by or to the BUSU;
  - 2.18. Such other records relating to the finances of the BUSU as the Board from time to time by resolution may designate.

### **NON-FINANCIAL RECORDS TO BE PRESERVED**

The non-financial records of the BUSU hereinafter referred to shall be preserved until the Board in any case or cases by resolution shall otherwise determine, namely:

1. The signed minutes of meetings of the Board, the Executive Committee, and of other committees of, or appointed by, any of them;
2. The signed Bylaws, regulations and rules of the Board;
3. Employee Records;
4. Personal Files;
5. Such other non-financial records as the Board from time to time by resolution may designate;
6. Manager and Executive manuals upon completion of term or employment at BUSU
7. All archival material of the BUSU not included in the records referred to in the first two sections of this policy.

## **REGULATIONS AS TO THE PRESERVATION & DESTRUCTION OF RECORDS**

The Board from time to time by resolution may pass, amend and repeal regulations determining the various periods of time during which records of the BUSU, other than those referred to in the first two sections of this policy, shall be preserved prior to destruction; the method of their destruction after any prescribed periods for preservation have elapsed; and the manner by which such destruction shall be accomplished and evidenced.

## **DEFINITIONS**

In this policy, unless the context otherwise requires: "Employee Records" mean records with respect to employees of the BUSU held by the central office of employee relations of the BUSU in files containing the employment histories of the employees, and include related appointment forms, salary information, letters offering employment and other material.

1. "Personal Files" mean files, other than Employee Records, with respect to employees of the BUSU, which may be held by the offices of the Executive Director, the Representatives, the Vice President or the President. The terms "record" and "records" include any correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microform, sound recording, videotape, machine readable record, and any other documentary material, regardless of physical form or characteristics, and any copy thereof.
2. "Manuals" refer to the documents created by the individual Manager or Executive member for their respective position and submitted to BUSU at least one week prior to the end of the staff member's employment and at least two weeks prior to the end of the executive member's term at BUSU.
  - 2.1. It is expected that individuals work on these manuals throughout the year and should contain the following detailed information, but not limited to: processes for administrative duties, background information on specific items (events, activities, relations), important contacts, company culture, position expectations, job responsibilities, highlights, recommendations, tasks described in chronological order, and reference to important documents stored in office.
  - 2.2. Manuals submitted will be the property of BUSU and they will be stored as paper copies in the office and electronically on work computers and online.



## **POLICY#4010 - BUSU OFFICE HOURS**

### **PURPOSE**

To ensure that there is a consistent application of hours of operation for BUSU Offices and to maximise service to students and the general public.

### **APPLICATION**

This policy applies to all offices providing service to the public.

Normal hours of operation for the BUSU office are 8:30 a.m. to 4:30 p.m., Monday to Friday, with the office remaining open during the noon hour.

During the Spring and Summer Terms, the BUSU office will be closed on Fridays.

BUSU will follow University guidelines for holiday closures and summer hours.

### **EXCEPTIONS**

In cases where there are only a very few staff members, exceptions relating to the noon hour may be made.

Variations from the normal opening and closing times will only be granted where there are exceptional circumstances, and must be approved by the Executive Director.

## **POLICY#4011 - COMMERCIAL ADVERTISING**

### **APPLICATION AND SCOPE**

This policy applies to arrangements entered into by the BUSU with advertisers or media brokers for displaying commercial advertising in or at BUSU sites or facilities and in BUSU publications, and specifies content guidelines and the available space for commercial advertising.

### **DEFINITIONS**

A consistent and controlled response by the BUSU to the sale of commercial advertising space in BUSU publications and facilities would remove the risks inherent in our current ad hoc and unregulated approach. The factors to be considered include advertising content and locations and the maintenance of fair and open dealings with media brokers and advertisers. The policy, therefore, applies to these arrangements and addresses these factors.

### **DEFINITION**

"Commercial advertising" in this context means the promotional presentation, other than by the BUSU, of a name, logo and/or message with the intention or possible result of creating market awareness or sales of a product or service on a larger than private scale. It is not intended for this policy to apply to the display or mention of the name and/or logo of a commercial enterprise when used in explicit acknowledgement of its financial contribution to an event, capital building project, or publication of the BUSU. BUSU sites and facilities" means all or any part of the sites and facilities owned or leased by the BUSU. "BUSU publications" means publications, bulletins, journals and handbooks sponsored, prepared or distributed by the BUSU.

## **AUTHORISED COMMERCIAL ADVERTISING SPACE**

Commercial advertising is permitted only in the BUSU sites, facilities, and publications listed in Schedule "A" to this policy. Other space and publications not mentioned in the Schedule could be used as commercial advertising space, but only with the prior authorization of the President.

## **CONTENT AND STANDARDS FOR COMMERCIAL ADVERTISING**

Commercial advertising in Schedule "A" sites, facilities and publications should conform with general content guidelines, as set out in Schedule "B" to this policy. Explanation: Content guidelines are important due to the public nature of the BUSU and out of regard for the BUSU's varied constituency.

## **RESTRICTION ON BARTERING COMMERCIAL ADVERTISING SPACE**

The BUSU shall not accept a good, service, product or financial sponsorship of an BUSU event or program in exchange for providing commercial advertising space to an advertiser or media broker without the prior authorization of the BUSU Board.

## **POLICY#4012 - TRAFFIC & PARKING REGULATIONS**

BUSU will provide full-time staff and full-time Board members a University parking pass. This benefit is subject to the condition that the individual uses it.

The BUSU will not be responsible for parking violations except under exceptional circumstances as determined by the Executive Committee.

## **POLICY #4013 - HEALTH & SAFETY**

### **REASON FOR POLICY**

The reason for the Policy is to identify the BUSU's commitment to, and responsibility for, the safety and health of staff, students and visitors to the BUSU space.

### **POLICY STATEMENT**

The safety and health of all staff, students and visitors to the BUSU space is a priority for the BUSU.

The BUSU shall, so far as is reasonably practicable, provide a safe and healthy environment in which to carry on the BUSU's affairs. All reasonable measures shall be taken to prevent and eliminate accidental injuries and illnesses. The BUSU Executive Director shall work to achieve the objective set out in this Policy. The BUSU seeks to ensure that health, safety and accident prevention form an integral part of the design, construction, purchase and maintenance of all buildings, equipment and work processes under control of the BUSU. The Executive Director shall monitor the safety and health programs within the Union and make improvements to their effectiveness. The BUSU will meet the minimum legal standards and, where reasonably practicable, will strive to exceed the minimum legal standards set out in The Workplace Safety and Health Act (Manitoba) and other such applicable safety and health legislation, as amended from time to time.

### **APPLICATION**

The successful application of this Policy will be achieved by everyone exercising their responsibilities for safety and health as follows:

1. It is the responsibility of the BUSU acting through the Executive Director and Executives to:

- 1.1. provide a safe and healthy working environment
  - 1.2. provide such information, supervision and instruction to employees and Board members as may be reasonably required to allow them to conduct their activities in a safe and healthy manner
  - 1.3. ensure regular inspections are made and take action as required to improve unsafe conditions
  - 1.4. support supervisors in the implementation of an effective accident prevention program
  - 1.5. take all reasonably practicable measures to ensure compliance with applicable regulations
  - 1.6. passed under the Workplace Safety and Health Act (Manitoba) and other applicable safety and health regulations as amended from time to time.
2. It is the responsibility of supervisory staff to:
- 2.1. formulate safe work procedures for activities falling under their areas of supervision.
  - 2.2. ensure that all employees under their supervision are made aware of safe and healthy practices and that employees follow the procedures, provide training in the safe use and operation of tools, machinery and equipment.
  - 2.3. regularly inspect their areas for hazardous conditions, promptly correct unsafe work practices or hazardous conditions.
  - 2.4. ensure that any accidents that occur in their area of responsibility are properly investigated in conjunction with the University's Workplace Health and Safety Committee and to implement procedures that will minimise the re-occurrence of a similar accident, immediately report any accidents using the appropriate form as provided for by The Workplace Safety and Health Act (Manitoba) as amended from time to time; and
3. It is the responsibility of all employees to:
- 3.1. use reasonable care so as to protect their own safety and health and the safety and health of others affected by their actions, conduct all activities in accordance with safety and health rules and procedures established by the supervisor, and the BUSU, take an active part in practicing safe and healthy work habits.
  - 3.2. immediately report any accident, injury or unsafe conditions to the appropriate supervisor.
  - 3.3. properly use and adequately care for personal protective equipment that is required for their activities.
  - 3.4. consult and cooperate with the Department or Local Area Safety Officer.
4. It is the responsibility of all students to:
- 4.1. use reasonable care so as to protect their own safety and health and the safety and health of others affected by their actions, conduct all BUSU activities in accordance with the BUSU's safety and health policies and procedures, seek guidance from their instructors or supervisors concerning safety-related knowledge and skills required to ensure the safe and healthy performance in BUSU-related activities, properly use and adequately care for any personal protective equipment that is required for their

BUSU activities, immediately report any accident, injury or unsafe conditions to the appropriate supervisor

5. The President is responsible for notifying the contact person for this policy that a formal review of this Policy and Secondary Documents is required.
6. The Executive Director is responsible for the communication, administration and interpretation of this Policy.
7. All employees, supervisors, and students will be accountable for complying with the Policy and all The Executive Director may approve Procedures which are secondary to and comply with this Policy.
8. Formal Policy reviews will be conducted every three (3) years. The next scheduled review date for this Policy is June 1, 2021 . In the interim, this Policy may be revised or rescinded if:
  - 8.1. the Executive Director deems necessary; or
  - 8.2. the relevant Bylaw, Regulations or Policy is revised or rescinded.
  - 8.3. If this Policy is revised or rescinded, all Secondary Documents will be reviewed as soon as reasonably possible in order to ensure that they:
    - 8.4. comply with the revised Policy; or
    - 8.5. are in turn rescinded.

## **POLICY #4014 - ADVERTISING GUIDELINES**

This policy applies to arrangements entered into by BUSU with student groups and other advertisers for displaying commercial advertising in or at BUSU spaces and in BUSU publications, and specifies content guidelines for all advertising acceptable by BUSU.

### **CONTENT**

All advertising that is circulated, sponsored or created by BUSU and must meet the following general standards of respect as to form and content.

BUSU will not accept advertising that is sexist, racist, homophobic, discriminatory or derogatory to any particular group of people. If such determination is called into question, acceptability shall be deemed by the Executive Committee, with a right to appeal to BUSU Board.

This includes not accepting or publishing advertising in any of the Union's advertising mediums including, but not limited to, any BUSU publications, including the day planner, events guides, or convocation guides; banners; posters or any sort; the website; the electronic and University Centre sign boards; etc.

### **STUDENT GROUPS & ASSOCIATIONS**

This policy includes both advertising by BUSU as well as students' associations and student groups. No advertisements deemed to violate the above will be approved for placement by Answers staff or the Executive and staff of BUSU, unless the advertisements are altered to no longer be offensive.

## **PENALTIES**

Student groups and associations found to be in contravention to the above policy can be will be reprimanded by BUSU in any of the following ways:

1. a loss of student group status for a period determined by the committee responsible for student group status
2. loss of rights to sell event tickets at the BUSU Office for a time determined by Executive
3. loss of advertising approval rights in University Centre for a time determined by Executive

## **COMMERCIAL ADVERTISERS**

BUSU shall not accept a good, service, product or financial sponsorship of an BUSU event or program in exchange for providing commercial advertising space to an advertiser without the prior authorization of the Executive Committee.

The content specifications outlined above shall also apply to commercial advertisers, and BUSU shall not accept sponsorship in exchange for any advertising that contravenes the above.

## **POLICY #4015 - INCLUSIVE LANGUAGE**

All BUSU documents must be written in such a manner as to not include language that is of a discriminatory, sexist, or homophobic nature.

All BUSU forms shall allow gender to be an open-ended response.

## **POLICY #4016 FOOD SECURITY POLICY**

A food security reserve is maintained and all donations to the food security program are used for food security specific purposes.

Food security specific purposes can be considered as the following:

1. Ordering cheques for the food security account; and
2. Purchasing food items for the food security program.

Any other expenses of the Food Security Program Reserve would need to be approved by the BUSU Board with a 2/3 majority vote.

The Food Security Program Reserve account shall be reconciled at the end of each fiscal year and a deposit or withdrawal of the account shall take place to start the food security program operating account with \$2,000.00 in the following fiscal year.

Compensation to student clubs for the Halloween Food Drive will have the maximum rate of \$0.35 per pound and any other food drive expenses will come out of BUSU's operational account/budget.

## **SECTION #5000 - OPERATIONAL POLICY (FINANCIAL)**

### **POLICY #5001 - FINANCIAL COMMITMENT**

BUSU policy concerning financial commitments provides that no staff member of the BUSU has the authority to make purchase commitment, enter into any contract for materials or supplies or otherwise to take any action with respect to third parties which may be construed as financially binding to the BUSU except through the usual channels under the authority of the Executive Director and the President.

The acquisition of materials, supplies, equipment, repairs and other contractual services, where the expenditure is from funds administered by the BUSU, regardless of whether the funds arise from Federal or Provincial appropriations, student fees, gifts, grants, etc., shall be procured through the Accounting Department by means of purchase requisition and issuance of a properly authorised

### **POLICY #5002 - PETTY CASH**

The following policy, when referring to the procurement of materials and supplies, should be read in addition to and forming a part of “Financial Commitments”.

Materials and supplies that are acquired through payment by an employee may be reimbursed.

Acquisitions made must be supported by an approved cash register or paid invoice receipts.

Do not use the above procedures for materials or supplies of the same kind that are being purchased from the same source on a highly repetitive basis.

Do not request reimbursement in the name of a vendor - reimbursement must be to a BUSU employee.

Requests for Petty Cash Funds should be made to the Executive Director.

### **POLICY #5003 – SPENDING AUTHORITY**

The Board has the ultimate spending authority of the union but shall allow the following:

All committees shall have the authority to spend up to three thousand dollars (\$3,000) without seeking authorization from the Board, as a whole. Any expenditures must be within an area that the committee has spending authority over. Committees shall not have the authority to spend more money than is budgeted for as set by the Board.

### **POLICY#5003 – GRATUITY**

Gratuity may only be expensed when it is customary to do so, and when it has been budgeted for.

The maximum gratuity amount that BUSU will be responsible for is 20% of a bill or invoice of the pre-tax amount, with the exception of a delivery or catering where it will be a 10% gratuity maximum of the pre-tax amount up to \$15.

In any case, the Executive Director should be consulted before paying.

## **POLICY#5004 - SIGNING AUTHORITY**

Expenditures and charges against all BUSU accounts, grant accounts and other administered funds can only be accepted when the properly designated signing authority to the designated representative has approved the originating document. This applies to interdepartmental charges, book store charges, printing requisitions, purchase requisitions, system contract requisitions, travelling expense accounts, accountable advances and all payroll forms.

The Executive Director, President and Vice-President Operations shall serve as the exclusive signing authorities of the Brandon University Students' Union. All cheques require two of the three signatures of the Executive Director, President and Vice-President Operations of the organisation.

It is not acceptable for others to sign the name of a designated signing authority or the names of designated representatives.

## **POLICY #5005 - TRAVEL ACCOUNTABILITY**

From time to time, BUSU Executive, Staff, Board members, and members of the union may travel on behalf of or representing BUSU to conferences and meetings. The BUSU Executive Committee must approve any such travel.

Any person travelling on behalf of BUSU and at the expense of BUSU, is required to provide a full report to BUSU within a month of such travel. Staff shall report to the Executive Committee, and everyone else shall report to the BUSU Board. The report shall detail the conference or meeting attended including, but not limited to:

1. the purpose, location and length of the conference/meeting, including dates;
2. the activities of the conference/meeting, including what activities the participant/delegate attended and contributed to;
3. any benefits the conference/meeting brought to the person attending, as well as benefits to
4. BUSU's participation;
5. recommendations for future attendance at the same or similar meetings.

Conference/meeting attendees representing BUSU shall be eligible for a per diem, and are subject to BUSU's travel expense policies.

## **POLICY #5006 - BUSU SPONSORSHIP**

From time to time, BUSU provides both financial and non-financial support and sponsorship to on and off-campus groups. The following procedures shall be followed for sponsorship requests of BUSU:

### **FINANCIAL SUPPORT**

1. A written request for financial sponsorship must be submitted to the BUSU Executive Committee for review.

2. The Executive Committee shall prioritise requests for events and activities that are organised by students
3. Student groups recognized by BUSU are not eligible for financial sponsorship outside of SGPAC. Student groups not recognized by BUSU are not eligible for such financial sponsorship. They will be encouraged to first apply for BUSU student group recognition through SIGPAC.
4. Students' associations and student service groups are eligible for financial sponsorship, but requests must be for activities or events deemed to be outside of the normal operations of said students' association. BUSU advertising through such students' associations' publications or activities is outside of the above criteria.
5. Off campus organisations are eligible for financial sponsorship for events, activities or campaigns that relate to students at the Brandon University, deemed as such by the Executive Committee.
6. Preference shall be given to groups based at the University and for events and activities that are free for BUSU members.
7. No financial sponsorship shall be considered for student events or activities that count for course credit.
8. All approved financial sponsorship shall be reported to the BUSU Finance Committee and the Board for information, at each Board and Committee meeting.

## **NON-FINANCIAL SUPPORT**

1. Non-financial support includes, but is not limited to, prizes, programming support, advertising support, use of BUSU facilities, and co-sponsorship of activities.
2. A written request for non-financial sponsorship must be submitted to the BUSU Executive Committee for review.
3. The Executive Committee shall prioritise requests for events and activities that are organised by students.
4. Student groups recognized by BUSU are eligible for non-financial sponsorship from the Executive Committee. Student groups not recognized by BUSU are still eligible to apply, but will be first encouraged to apply for BUSU student group recognition through SIGPAC.
5. Students' associations and student service groups are eligible for non-financial sponsorship.
6. Off campus organisations are eligible for non-financial sponsorship for events, activities or campaigns that relate to students at the Brandon University, deemed as such by the Executive Committee.



7. Preference shall be given to groups based at the University and for events and activities that are free for BUSU members.
8. No non-financial sponsorship shall be considered for student events or activities that count for course credit.

The Executive may, from time to time, make exceptions to this policy for reasonable and justifiable circumstances, and shall report this to the Board.

A record of approved requests shall be logged for the year, and kept for future Executive Committees and Boards.

## **POLICY #5007 - HEALTH & DENTAL PLAN CONTRACTS**

In order to ensure that student health and dental plans are signed in the best interest of BUSU members, the BUSU Board & Committees shall not be permitted to enter into contracts with health & dental insurance providers and brokers for more than 5 years at a time.

To ensure financial stability, the following best practices shall be followed:

1. The funds received for Health and Dental are only for use of Health and Dental Premiums and related expenses.
2. \$10,000 will be allocated annually to the BUSU Budget out of the Student Health and Dental Plan Fees for the staff management of the plan.
3. At least \$60,000 will be maintained in the Health and Dental Reserve Account from one student coverage year to the next, which will allow for the plan premiums to be paid prior to the fees for that year to be received from the university.
4. Up to 25% of the surplus above \$60,000 in the plan account may be reinvested into the plan annually in order to increase benefits, prevent excessive fee increases, or prevent cuts to the plan.

## **POLICY #5008 – BUSU BUDGET GUIDELINES**

The following best practices will be followed when developing the budget:

1. Student Union Fees Income shall be budgeted within 5% of the university's projections enrolment in credit hours for the upcoming year
2. Bookstore Profit Share shall be calculated as the actual amount received during the summer months from the university.
3. The following expense line items shall be considered non-discretionary and shall be maintained year to year (the following represent average, but minimum budgets):
  - 3.1. Postage/Freight - \$500
  - 3.2. Telephone/Fax - \$2500

- 3.3. Office Supplies - \$3500
  - 3.4. Insurance - \$1500
  - 3.5. Memberships - \$200
  - 3.6. Subscriptions - \$1500
  - 3.7. Parking – as required in these Bylaws and staff contracts
  - 3.8. Alarm System - \$400
  - 3.9. Accounting and Audit - \$6500
  - 3.10. Legal Fees - \$500
  - 3.11. Work Study Program - \$15,000 (may be reduced if funds are returned from the previous fiscal year)
  - 3.12. Travel Fund - \$6,000
  - 3.13. BU|Now - \$2,000
  - 3.14. Gender Empowerment Collective - \$1,000
  - 3.15. 2SLGBTQIA+ Collective - \$1,000
  - 3.16. Indigenous Students' Collective - \$1,000
  - 3.17. International Students' Collective - \$1,000
  - 3.18. Racialized Collective - \$1,000
  - 3.19. Employee Benefits – calculation of all benefits included in contracts or Bylaws and policies
  - 3.20. Executive Salaries – calculation as per Bylaws
  - 3.21. Staff Salaries – calculation as per contracts
  - 3.22. All Reserve Account Transfers – as described in policies
4. All other budget lines are considered discretionary funds and can be changed annually as per the direction of the Board.

## **POLICY #5009 - CONTRACTS & AGREEMENTS**

No BUSU Executive or staff member shall enter into a contract or agreement of any kind without the prior authorization of the Executive Committee (including, but not limited, to contracts of goods, services, products, or financial sponsorship).

Any multi-year contracts or agreements, with the exception of those related to the BUSU businesses, must be reviewed by the BUSU Finance Committee and the Board. Any multi-year contracts or agreements relating to the BUSU businesses must be reviewed by the BUSU Executive Committee.

Upon proper approval, only the BUSU President and Vice-President Operations shall be entitled to enter into contracts or agreements on behalf of BUSU. In accordance with the signing authority policy, contracts and agreements shall require a signature of either the BUSU President or Vice-President Operations and the BUSU Executive Director or Accounting Manager.

Should the BUSU Executive or staff member primarily involved with any negotiation of such contracts or agreements have a conflict of interest (any situation where the results of such negotiations would result in an advantage or material gain to the person in question), such conflict must be fully disclosed to immediate supervisor in the case of BUSU staff, or to the Executive Committee in the case of any

BUSU Executive member. If a conflict of interest exists, the person in question must be removed from all negotiations and settlements with regards to the contract or agreement in question.

## **POLICY #5010 – BUDGET ALLOCATION FOR RESERVE ACCOUNTS**

To preserve the financial interests of the organisation the BUSU shall make the following annual contributions to reserve accounts. The following allocations may only be amended in a budget year by a two-thirds vote of the Board – to increase or decrease any budgeted reserve allocation.

### **TECHNOLOGY AND OFFICE RESERVE**

The Technology and Office Reserve is to be used for technology expenses, extraordinary office upkeep, and improvements to the office. Technology expenses may include computer equipment, software, and other equipment and technology that are directly related to the operation of the office. Extraordinary office upkeep and improvements to the office may include painting, flooring, furniture, and similar expenses. This fund is not to be used for regular office maintenance such as cleaning and minor repairs.

Any revenue collected from the sale of used equipment or technology should be returned to this reserve. The Board shall make annual allocations of a \$5000 minimum to this reserve. Transfers to and from this fund should be based on a multi-year capital plan.

### **STABILISATION RESERVE**

The Stabilisation Reserve is to be used for assistance in the event of a financial crisis, defined as a decline by 5% of the student union revenues in any particular year. No withdrawal from this fund shall exceed half of the total fund value. No withdrawal from the fund shall exceed what is necessary to bring the current year's revenue to within 5% of the three-year running average.

BUSU shall make an annual allocation to this reserve in an amount equivalent to 5% minimum of the bookstore revenues.

### **FOOD SECURITY PROGRAM RESERVE**

To provide food services to Brandon University students who are in need of support. A Food Bank Reserve is maintained and all the donations to the food bank are used for food bank specific purposes. A deposit or withdrawal of the account shall take place to start the food bank operating account with \$2,000.00 in the following fiscal year.

### **LEGAL RESERVE**

A Legal Reserve shall be maintained and shall have a minimum of \$500 allocated each fiscal year. The reserve may be accessed in a year that legal expenses exceed \$2000.

## **POLICY #5011 – CREDIT CARDS**

This policy is in place to ensure that credit cards issued by the Students' Union to full-time employees are used appropriately and for business practices only.

1. A maximum of two individuals may be BUSU credit cardholders at one time.
2. The following positions within BUSU are signing authorities and therefore credit cardholders, once ratified by BUSU Board at the beginning of the new fiscal year:
  - 2.1. BUSU Executive Director;
  - 2.2. Bailey's General Manager;
3. All credit card holders must sign a Credit Card Agreement (Appendix A) that states they will adhere to the policies outlined hereto.
4. Holders of the credit card are responsible for purchases made on their cards and must adhere to the purchasing Bylaws and policies of BUSU;
5. All receipts must have the name of the credit card holder and the reason for the expense written on it and be submitted monthly to the Bookkeeper.
6. In the event of a restaurant receipt, the names of the individuals in attendance must also be written on the receipt. Credit slips are not satisfactory, itemised receipts outlining the details of the purchase must be submitted.
7. In the event of a lost receipt, the reason and amount of purchase must be approved by the Executive Committee.
8. The Finance Committee shall have the authority to authorise the Executive Director to invoice the holder of a credit card for any inappropriate use of the card.
9. Personal expenditures shall not be made on the BUSU credit card.
10. All credit card statements must be approved by the Finance Committee by way of motion.
11. All credit cards must be issued from the same financial institution, drawing from the same credit account. The implementation or change of a financial institution or credit company providing the credit cards must be made and approved at a BUSU Executive Committee meeting with a motion recorded in the minutes
12. The Vice-President Operations and Executive Director will determine the amount allocated to each individual's credit card.
13. Any purchases on the BUSU credit cards, in an amount greater than \$500 must be approved in advance by the Executive Committee. In the event of Orientation events, approval of the event by BUSU Board will constitute as approval of the associated expense.
14. Lost or stolen credit cards must be immediately reported to the financial institution. The BUSU Executive Director must also be notified.

# **POLICY #5012 - ‘NO SWEAT’ CODE OF CONDUCT FOR SUPPLIERS**

## **INTRODUCTION**

The Brandon University Students’ Union (BUSU) is committed to conducting its business affairs in a manner consistent with its employee personnel policies and expects its Suppliers to conduct their business in a manner consistent with, and follow workplace standards that adhere to, this Code of Conduct (the “Code”).

## **DEFINITIONS**

1. “Child” means any person less than 15, unless local minimum age law stipulates a higher age for work or mandatory schooling, or less than 14 if minimum wage law is set at age in accordance with developing country exceptions under ILO Convention 138.
2. “Code” means this policy in its entirety.
3. “Contractor” shall include each contractor, subcontractor, vendor, or manufacturer that is engaged in a manufacturing process that results in a finished product for the consumer or any component of a finished product.
4. “Manufacturing process” shall include creation, assembly, and packaging.
5. “Supplier” shall include all persons or entities that have entered an agreement with the BUSU to manufacture apparel to be sold or distributed by or on behalf of the BUSU.
6. “BUSU” means the Brandon University Students’ Union, including all constituent associations, BUSU- owned businesses, and other organisations.

## **NOTICE**

This code shall apply to all apparel and promotional material Suppliers of the BUSU. Additionally, this Code shall apply to all of the Suppliers’ Contractors.

As a condition of being permitted to produce and/or sell licensed products bearing the name, trademarks and/or images of the BUSU, each Supplier must comply with this Code and ensure that its Contractors comply with this Code.

## **STANDARDS**

BUSU Suppliers and their Contractors must operate workplaces, and ensure that their Contractors operate workplaces, that adhere to the following minimum standards and practices:

1. **Legal Compliance:** BUSU Suppliers must comply, at a minimum, with all applicable legal requirements of the jurisdiction in which products are manufactured. Where this Code and the applicable laws of the country of manufacture conflict or differ, the higher standard shall prevail. Such compliance shall include compliance with all applicable environmental laws.
2. **Ethical Principles:** BUSU Suppliers shall commit to conduct their business according to a set of ethical standards, which include, but are not limited to, honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each human being.

3. Employment Standards: The BUSU will do business only with Suppliers whose workers and Contractors;’ workers are present to work voluntarily, are not at undue risk of physical harm, are fairly compensated, and are not exploited in any way.
4. In addition, the following specific guidelines must be followed:
  - 4.1. Wages and Benefits: Suppliers and their Contractors shall ensure that wages paid for a standard working week shall meet at least legal minimum or prevailing industry standards, whichever is higher, and shall always be sufficient to meet basic needs of workers and to provide some discretionary income. In addition:
  - 4.2. Wages will be paid in a timely manner directly to the employee in cash, cheque, or the equivalent, and information relating to wages shall be provided to employees in a form they understand.
  - 4.3. All workers shall be provided with written and understandable information about their employment conditions with respect to wages before they enter employment and about the particulars or their wages for the pay period concerned each time that they are paid.
  - 4.4. Deductions from wages as a disciplinary measure shall not be permitted, nor shall any deductions from wages not provided by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded.
  - 4.5. Working Hours: Employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hour overtime per week, or (b) the limits on regular and overtime hours allowed by the law of country of manufacture; and (ii) be entitled to at least one day off in every 7-day period. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.
  - 4.6. Employment Relationship: To every extent possible work performed must be on the basis of a recognized employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.
  - 4.7. Child Labour: No employer shall use child labour. Adequate transitional economic assistance and appropriate educational opportunities shall be provided to any displaced child worker. Workers under the age of 18 shall not be exposed to situations in the workplace that are hazardous, unsafe, or unhealthy.
  - 4.8. Forced Labour: There shall not be any use of forced labour, whether in the form of prison labour, indentured labour, bonded labour or otherwise. Workers shall not be required to lodge financial deposits or their original identity papers with their employers.
  - 4.9. Health and Safety: Every employer shall provide its workers with a safe and healthy workplace, including access to clean toilet facilities, potable water and, if appropriate, sanitary facilities for the storage of food. If accommodations are provided, such accommodations shall be clean, safe, and meet the basic needs of the workers. Adequate steps shall be taken to prevent accidents and injury to health by minimising the causes of

- hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 4.10. Discrimination: No employer shall discriminate against a worker in hiring, compensation, access to training, promotion, or termination on the basis of age, race, caste, national origin, religion, disability, gender, marital status, sexual orientation, union membership or political affiliation.
- 4.11. Women's Rights: No worker shall be subject to the forced use of contraceptives or pregnancy testing. Workers will be permitted to take maternity leave without facing the threat of dismissal, loss of seniority or deduction in wages, and shall be able to return to their former employment at the same rate of pay and benefits.
- 4.12. Homeworkers: The employer shall take special steps to ensure that homeworkers are afforded a similar level of protection as would be afforded to directly employed personnel under the requirements of this Code. Such special steps shall include, but not be limited to:
- 4.12.1. Establishing legally binding, written purchasing contracts requiring compliance with minimum criteria (in accordance with the requirements of this Code);
- 4.12.2. Ensuring that the requirements of the written purchasing contract are understood and implemented by homeworkers and all other parties involved in the purchasing contract;
- 4.12.3. Maintaining, on the employer's premises, comprehensive records detailing the identities of homeworkers; the quantities of goods produced/services provided and/or hours worker by each homemaker;
- 4.12.4. Frequent announced and unannounced monitoring activities to verify compliance with the terms of the written purchasing contract.
- 4.12.5. Employers shall keep adequate records of their employee's names, addresses, rate of pay and number of hours worked each week in order to make this information available for an independent audit.
- 4.13. Harassment or Abuse: Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Suppliers will not use or tolerate any form of corporal punishment.
- 4.14. Freedom of Association: Workers shall have the right to join or form trade unions of their own choosing and to bargain collectively. Workers' representatives shall not be discriminated against and shall have access to carry out their representation functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer shall facilitate and will not hinder the development of parallel means for independent and free association and bargaining.

## **COMPLIANCE**

Before the BUSU enters into an agreement with a Supplier, the Supplier must confirm that:

1. It will comply with ethical labour practices that meet or exceed the minimum labour standards set out in Section IV; and
2. It acquires goods and services from other entities who agree to comply with labour practices that meet or exceed the minimum labour standards set out in Section IV.

In addition to the confirmation mentioned above, a Supplier shall provide to the BUSU the company names, owners and/or officers; and addresses, phone numbers, email addresses and the nature of the business association of all the Suppliers' Contractors and manufacturing plants which are involved in

the manufacturing process of items which bear, or will bear, the name, trademarks, logos, and/or images of the BUSU. Every Supplier is responsible for monitoring its supply factories.

Every Supplier shall be required to submit an annual compliance report to the BUSU containing information on the monitoring and verification program, the name(s) of the third-party verifier(s) if any, the findings of any monitoring and external audit(s), and any corrective action taken to achieve compliance with the Code.

## **DISCLOSURE**

Information provided by the Supplier, as described in Section V (Compliance), shall be considered public information. The Supplier shall be required to immediately report to the BUSU any changes in its business operations which materially affect the application of this Code, such as the selection of a new factory.

## **VIOLATIONS AND REMEDIAL ACTION**

It shall be the responsibility of each BUSU Supplier to ensure its compliance with this Code, and to verify that its Contractors are in compliance with this Code.

If the BUSU receives a credible report that a Supplier or Contractor has violated the minimum standards of this Code, the BUSU shall send a notice of the violation to the Supplier.

A notice of violation shall:

1. describe the violation, including which minimum labour standard(s) in this Code has/have allegedly been violated;
2. specify the entity which the BUSU believes has violated the minimum labour standards set out in this Code; and
3. set out the Supplier's requirement to respond to a notice of violation within 30 days.

Within 30 days from the date of the notice of violation, the Supplier shall provide the BUSU with:

1. supporting information to demonstrate that the violation described in the notice did not occur;
2. a detailed remedial program to demonstrate how the violation described in the notice shall be rectified within one year of the date of the notice.

If the Supplier responds to the notice of violation with documentation that the violation did not occur, the BUSU may require the Supplier to cooperate with a third-party audit to be carried out by a mutually-acceptable social auditing organisation. The findings of this audit shall be considered public information.

If a third-party audit determines that the violation of the minimum labour standards set out in the notice of violation did occur the Supplier shall submit a detailed program to demonstrate how the violation described in the notice shall be rectified within one year of the date of the notice.

If a remedial program has been submitted in response to a notice of violation, the BUSU may require the Supplier to cooperate with a third-party audit carried out by a mutually-acceptable social auditing



organisation to verify that the violation has been rectified in accordance with the remedial program. The results of this audit shall be considered public information.

## **TERMINATION**

The BUSU has the authority to terminate any contract with a Supplier without notice or penalty if:

1. A Supplier who has been sent a notice of violation has failed to make an adequate response within 30 days;
2. The Supplier refuses to submit or fails to cooperate with a third-party audit as required by BUSU;
3. A third-party audit of a factory where violations have been reportedly corrected determines that the violation was not rectified in accordance with the agreed upon remedial program.

If the BUSU terminates an agreement under this section with a Supplier, it ceases to be liable to the Supplier or to any other person for any unpaid amounts that would otherwise have been payable under the agreement and shall not be under any obligation to return to the Supplier any product supplied by the Supplier under the agreement.

The BUSU, at its discretion, may terminate a contract or prohibit a vendor from holding contracts with the BUSU for filing false information for failing to file information required under this Code.

## **SECTION #6000 – PERSONNEL POLICIES**

### **DEFINITIONS**

1. Contract Employee – An employee who may be exempted from certain aspects of this policy where explicitly stated by that contract. Such Employees shall be subject to this by-law in any instance not directly covered by the contract.
2. Board – Shall be the Board of Directors of the Brandon University Students' Union.
3. Employee – Any person who is at any time under the employ of the Employer for the provision of a service for which they are paid by the Employer directly. No member of BUSU Board, including the president, shall be considered an Employee. An Employee shall also be a Contract Employee.
4. Employer – Is the Brandon University Students' Union.
5. Personnel Committee – Shall be composed of the Executive Committee of the Board which has been given authority for the personnel matters of the Employer.
6. Probationary Period – Shall be a period no more than 90 days during which time the Employer may terminate, suspend or sanction the Employee without cause.
7. Union – The Brandon University Students' Union.

## **CODE OF CONDUCT**

All Employees and the Employer shall at all times maintain a relationship of respect and cooperation in their activities.

Employees and the Employer shall conduct themselves in a professional manner.

Employees and Employer shall maintain confidentiality regarding Union business when matters are considered to be private and/or related to legal and personnel matters.

Employees should only conduct interviews with the media as permitted and/or directed by the Board or an immediate supervisor.

Class A and Class B employees must disclose any other employment during their term of employment with the union.

Employees shall disclose any and all conflicts of interest as they may arise in the course of their employment and shall not let personal and/or pecuniary interest influence decisions within their job description.

## **TYPES OF EMPLOYEES**

1. Class A Employees – Full time permanent employees operating under an annual salary structure. Such employees may also be contract employees.
  - 1.1. New Class A employees may be subject to probationary period prior to being offered full Class A benefits as outlined in the Policies.
2. Class B Employees – Full time employees operating under an hourly wage structure. Such employees may also be contract employees.
3. Class C Employees – Part time employees operating under an hourly wage structure. Such employees must be employed on a casual or contract basis.
4. Non-Classified Employees – Casual employees who are compensated based on a combination of honoraria, stipend and/or tuition rebate. Such employees may be operating under a contract or under specific provisions of a Union Bylaw.

## **DUTIES OF EMPLOYEES**

1. All employees shall work at the direction of the Board or of their immediate supervisor as determined by the Board.
2. Specific provisions of individual employees shall be outlined in the individual job contract or as an addendum to this Bylaw.
3. All staff must track their work daily, via the appropriate time sheets
4. These will be filed bi-weekly with the employee's paycheck, and reported, when requested, to the personnel committee.

## **EMPLOYMENT PRACTICES**

1. The employer and employees shall work together to ensure a quality work environment for everyone.
2. The employer shall make special consideration for employees with special needs to ensure a safe and inclusive work environment.
3. The employer and employees shall maintain a zero tolerance policy for sexual, racial, religious or other types of harassment in the workplace.
  - 3.1. Any concerns regarding harassment in the workplace shall be immediately dealt with by the Personnel Committee
4. The employer and employees shall not tolerate workplace intimidation of any kind.
  - 4.1. Any concerns regarding workplace harassment shall be immediately dealt with by the Personnel Committee
5. The employer shall make all reasonable efforts to allow employees to participate in legitimate University and Community activities during their employment.
  - 5.1. The employer acknowledges the importance of community involvement to the overall well being of employees and the organisation as a whole.
  - 5.2. The employer shall not regard Community and/or University involvement, including legitimate political activity as a detriment to employment
6. The employer shall ensure that employees have access to their offices and areas of the Student Union Building as deemed appropriate by the Board, a committee of the Board or a direct supervisor.

## **SECTION #7000 – EMPLOYEE BENEFITS**

### **GENERAL PROVISIONS**

All employees, except Non-Classified employees, shall be subject to all regular and normal payroll deductions and benefits as prescribed by law.

### **EMPLOYEE CLASSIFICATIONS**

#### **CLASS A EMPLOYEE**

Executive Director

Bailey's General Manager

#### **CLASS B EMPLOYEES**

Advocacy & Services Coordinator

Events & Marketing Coordinator

Full-Time Office Assistant

#### **CLASS C EMPLOYEES**

Part-Time Office Assistants

## **SPECIFIC PROVISIONS**

### **CLASS A EMPLOYEES**

1. Shall be entitled to full personal health and dental benefits as outlined in the Benefits Appendix.
2. Shall be entitled to Health and dental benefits for immediate family members.
3. Shall be entitled to paid vacation as set out in the Benefits Appendix.
4. Shall be entitled to participate in an Employer participation RRSP benefit plan as set out in the Benefits Appendix.
5. Shall be entitled to Sick Leave as set out in the Benefits Appendix.
6. Maternity, Paternity and Parental leave as outlined in the Benefits Index.
7. Employees who have been dismissed without just cause shall be entitled to six (6) months of severance pay for each twelve (12) months of employment, unless specifically stated otherwise by way of contract.
8. Overtime shall normally be banked and taken as paid time off
  - 8.1. Overtime shall be banked at the rates outlined in the BUSU Bylaws and shall be rounded to the nearest quarter ( $\frac{1}{4}$ ) hour
  - 8.2. Paid time off may only be taken in two (2) week increments unless otherwise approved by the board.
  - 8.3. Employees can choose to be paid out any accumulated overtime, if it is not feasible to take time off.

### **CLASS B EMPLOYEES**

1. Shall be entitled to full personal health and dental benefits as outlined in the Benefits Appendix, following three consecutive months of employment.
2. Shall be entitled to paid vacation as set out in the Benefits Appendix.
3. Shall be entitled to Sick Leave as set out in the Benefits Appendix.
4. Maternity, Paternity and Parental leave as outlined in the Benefits Index.
5. Shall not be permitted to bank overtime without prior written consent from their immediate supervisor.

### **CLASS C EMPLOYEES**

1. Full-time employees shall be entitled to full personal health and dental benefits as outlined in the Benefits Appendix following three consecutive months of employment.
2. Shall be entitled to paid vacation as set out in the Benefits Appendix.

3. Shall be entitled to Sick Leave as set out in the Benefits Appendix.
4. Maternity, Paternity and Parental leave as outlined in the Benefits Index.
5. Shall not be permitted to bank overtime without prior written consent from their immediate supervisor.

## **GRIEVANCES AND WORK DISRUPTIONS**

1. It shall be the general practice of the Employer that an attempt shall be made to settle all grievances between the persons directly involved in instances where the grievance does not directly involve the Employer (Grievance between employees).
2. In cases where there is a grievance, the dispute may proceed to resolution by a direct Supervisor
3. Should a resolution not be found, then the Personnel Committee will seek a resolution, which shall be final and binding.
4. Where a dispute has occurred between an Employee and the Employer an attempt shall first be made to settle said dispute directly between the employee involved and the President.
5. Should a resolution not be found, then the matter shall be referred to the Personnel Committee whose resolution shall be final and binding.

## **GENERAL PROVISIONS**

1. Compensation for out-of-pocket expenses which are incurred in the line of work and/or which have been approved by the Board or a committee of the Board shall be repaid to the employee in a timely fashion.
2. All approved travel by employees shall be compensated in the amounts as follows, with annual increases on May 1st of each year equivalent to the Canadian Consumer Price Index.
  - 2.1. Mileage (personal vehicle)
    - 2.1.1. 50 cents per kilometre
  - 2.2. Meals (while travelling)
    - 2.2.1. Breakfast: \$15.00
    - 2.2.2. Lunch: \$20.00
    - 2.2.3. Supper: \$30.00
3. Employees shall be encouraged to undertake professional development related to their area of employment where any expenses or time off related to such development shall be approved by the Board or a committee of the Board.
4. Normal work hours for all full-time employees shall be during the regular office hours of the Union.

## **HIRING PRACTICES**

1. The BUSU shall be an equal opportunity employer whereby it shall be considered desirable by the organisation to employ individuals that enhance the diversity of the organisation and are reflective of the diversity of the student population.

2. Whenever possible BUSU shall attempt to hire students for Class C and Non-Classified positions in the organisation.
3. BUSU shall maintain fairness and transparency in its hiring practices.
4. Hiring of Class A employees is to be undertaken by the Executive Committee or a designate thereof.
  - 4.1. Such hiring is to be ratified by the Board.
5. All other employee classes shall be hired by the Executive Director or a designate thereof.
6. All employees for Bailey's shall be hired by the Bailey's General Manager or a designate thereof.

## **EMPLOYEE DISCIPLINE AND TERMINATION**

1. No employee shall be terminated without just cause following any period of probation which may have been required.
2. A Class A employee shall not be suspended or dismissed without just cause and without observance of the following steps:
  - 2.1. The word "problem" where used in this Policy shall be deemed to refer to an employee's performance in their job and/or the violation of policy relating to that employment.
  - 2.2. In the case of the Executive Director, the BUSU Executive shall meet with the employee for the purpose of discussion and resolution of the problem.
    - 2.2.1. The employee may request the presence of legal representation at the time of discussion and resolution of the problem.
  - 2.3. If the problem is not resolved as a result of Clause b., then a letter of warning shall be sent to the employee specifying the area of concern and the remedial action expected to be taken by that employee.
  - 2.4. If an employee has failed to improve within the time limits as set forth in said letter, to the satisfaction of the Board as a whole, the employee will be disciplined pursuant to the Policies
    - 2.4.1. The time limits set forth shall be a minimum of one (1) pay period.
3. The Board, in a closed session, will be given a copy of the formal warning in writing. A copy of the formal warning will also be placed in the employee's personnel file
4. Letters of warning will be reviewed within three (3) months of the issuance of the same. Any letter of warning which is no longer appropriate will be destroyed and the employee so notified.
  - 4.1. The employee may request the presence of legal representation at the time of review of any letter of warning.
5. Regardless of any other Article in this Policy, no employee shall be suspended, or dismissed without being given, in writing, the full reasons for the action being taken prior to the action

being implemented, and be presented with the opportunity to defend themselves against any allegations against them.

6. Following a suspension, an employee shall have recourse to appeal said suspension to the Board.
7. The BUSU may dismiss an employee without conforming with the procedures set forth in the above Clauses, where they have indisputable evidence, confirmed by BUSU's legal council, that the employee is guilty of:
  - 7.1. A severe breach of trust; or
  - 7.2. A severe breach of the provisions of the Policies or Bylaws.
8. Any criminal offence may be considered reason for immediate suspension, with pay, until such time as the matter shall be dealt with by the Executive Committee or the Board
  - 8.1. Such suspension shall not persist for longer than 3 days, following which, one of the following actions must be taken:
    - 8.1.1. Reinstatement;
    - 8.1.2. Continued suspension, for no more than an additional 3 days;
    - 8.1.3. Dismissal; or
    - 8.1.4. Other action as determined by the Executive Committee or the Board may be taken.

## **PROGRESSIVE DISCIPLINE**

### **CLASS A EMPLOYEES**

#### **1<sup>ST</sup> INCIDENT**

First written warning by the Employer will be given.

This will be signed by the employee and the BUSU President and placed in the employee's personnel file.

#### **2<sup>ND</sup> INCIDENT**

Second written warning by the Employer will be given.

This will be signed by the employee and the BUSU President and placed in the employee's personnel file.

#### **3<sup>RD</sup> INCIDENT**

Third written warning by the Employer will be given.

This will be signed by the employee and the BUSU President and placed in the employee's personnel file.

#### **4<sup>TH</sup> INCIDENT**

The dismissal process for the employee may be initiated

### **CLASS B OF EMPLOYEES**

#### **1<sup>ST</sup> INCIDENT**

First warning by the Employer will be given.  
This will be signed by the employee and the BUSU President and placed in the employee's personnel file.

### 2<sup>ND</sup> INCIDENT

Second warning by the Employer will be given.  
This will be signed by the employee and Executive Director, and placed in the employee's personnel file.

### 3<sup>RD</sup> INCIDENT

Further discipline will be implemented, up to and including dismissal.

## **ALL OTHER EMPLOYEES**

### 1<sup>ST</sup> INCIDENT

First warning by the Employer will be given.  
This will be written up, signed by the employee, Services Coordinator, and Executive Director, and placed in the employee's personnel file.

### 2<sup>ND</sup> INCIDENT

Second warning by the Employer will be given.  
This will be signed by the employee, Services Coordinator, and Executive Director, and placed in the employee's personnel file.

### 3<sup>RD</sup> INCIDENT

Further discipline will be implemented, up to and including dismissal.

## **JOB ACTION ON CAMPUS POLICY**

1. In the event of any strike or lock out on campus the following process shall take place:
  - 1.1. Within 48 hours of the announcement of a job action the Board shall hold a special meeting and shall make a motion to determine if the BUSU Office shall be open during the strike.
    - 1.1.1. Motion to keep the office open
      - 1.1.1.1. Staff shall be given the option to cross the picket line to come to work
      - 1.1.1.2. If they choose not to cross the picket line, reasonable accommodations will be made to allow them to work from a satellite location or their residence
    - 1.1.2. Motion to close the office
      - 1.1.2.1. Staff shall not be permitted to cross the picket line for the purposes of work
      - 1.1.2.2. Reasonable accommodations shall be made to provide staff with a satellite location to work during the strike



- 1.2. In every case, employees shall not be reprimanded for their decisions to cross or not cross the picket line, or to work or not work during a strike.
- 1.3. In the event that staffing of the organisation needs to be cut back during a strike, employees may be temporarily laid off based on:
  - 1.3.1. Full-time/part-time work status
  - 1.3.2. Seniority

## **SECTION #8000 – EXECUTIVE MEMBERS OF THE BOARD**

### **PRESIDENT**

#### **SALARY AND COURSE RESTRICTIONS**

The President is classified as a part-time member of the Board. As such, the President shall be permitted to take a maximum of 12 credit hours each regular term (fall/winter) and 6 credit hours during either the Spring or Summer terms with a maximum of 30 credit hours total during the year.

As a student enrolled in either Education or Health Studies, they may take an unpaid leave of absence with approval from the BUSU Board for practicum or student teaching placement. They will be expected to be reachable via email and phone. The President may take 1 lab per term (fall and winter) and a maximum of 3 labs during the year.

Hourly wage for this position shall be paid bi-weekly with a base amount of \$15.96 in 2023-24, and annual increases equivalent to the Canadian Consumer Price Index each year thereafter.

#### **COURSE REGISTRATION VERIFICATION**

The President is required to provide a copy of their registration as of the first day of each term to ensure their course registrations do not exceed the respective limit. This will be reported at the first regularly scheduled board meeting following such date. Any subsequent course load changes course shall be reported immediately to the BUSU Board.

#### **OUTSIDE COMMITMENTS**

The President must make all efforts to ensure that they are available during the day, evenings, and most weekends for all BUSU, Student or University related activities, including but not limited to official events, campaigns, meetings, etc. that arise regularly.

The President should not engage in part-time work or volunteer commitments outside the organisation that prevent them from fully committing to the duties required of their position during the year except with prior approval from BUSU Board.

The BUSU President shall not hold an executive position on any BUSU affiliated club or collective.

#### **WORK REQUIREMENTS AND HOLIDAY DAYS**

The President during their term shall be granted time off for statutory holidays with pay, but shall not be eligible for paid time-off during university closures.

They may use their holidays/banked days during these times. They shall not qualify for paid time-off and shall not be eligible for overtime pay.

As a salaried paid Board member, they shall be entitled to 48 hours of sick days/holidays during the year. They may also make a request to the Board for additional unpaid time off. Any approvals shall be reported at the next Board meeting.

The President is expected to work 20-30 hours a week, which shall normally take place Monday through Friday of each week.

### **BANKED DAYS IN LIEU**

In recognition of work that is required from time to time on weekends or statutory holidays, the President may bank days off in-lieu. The maximum number of banked days that may be accrued and used during the full year-term shall not exceed 48 hours.

Banked days in lieu shall be accrued as follows:

1. A day-in-lieu may be accrued should a statutory holiday fall on a weekday and that individual works a full day where all other hour requirements during the week have been fulfilled.
2. Should a full 30-hour workweek be completed plus one, a day may be banked. In the event that the sum of work over Saturday and Sunday amount to one full day, a day in-lieu may be claimed. A maximum of two days in-lieu per weekend may be claimed.

### **USE OF BANKED DAYS/HOLIDAY DAYS**

Banked days-in-lieu and holiday days shall be used as follows: no more than two days-in-lieu or holiday days in a two week period may be taken without board approval. To use any more than two days in a two week period requires prior board approval. In the event that the President does not work a full 30-hour workweek the remaining time will be taken out of their days off in lieu.

### **OVERUSE OF BENEFITS**

The President may enter into a deficit, days owing situation with regards to their holiday days/days in lieu to allow them to take breaks, such as winter break. However, should they be unable to end their term with zero or days owing, their pay shall be deducted accordingly. Any unused days owed to them shall not be paid out at the end of the term.

### **OTHER BENEFITS**

The President shall be entitled to:

1. take part in the BUSU Student Health and Dental Plan and the expense shall be covered by the union;
2. a monthly cell phone reimbursement, if they choose to list their cell phone number with BUSU;
3. and a parking pass on campus for their personal use (only when available).

## **PARTIAL TERMS**

In the event that an executive member fills the position for less than the full year term, all benefits as described above in this policy shall be prorated.

## **VICE-PRESIDENTS**

### **SALARY AND COURSE RESTRICTIONS**

The Vice Presidents are part-time members of the Board. As such, the Vice Presidents shall be permitted to take a maximum of 12 credit hours each regular term (fall/winter) and 6 credit hours during either the Spring or Summer terms with a maximum of 30 credit hours total during the year. As a student enrolled in either Education or Health Studies, they may take an unpaid leave of absence with approval from the BUSU Board for practicum or student teaching placement. They will be expected to be reachable via email and phone. The Vice Presidents may take 1 lab per term (fall and winter) and a maximum of 3 labs during the year. (For exceptions, see overage and course limitations).

Hourly wage for these positions shall be paid bi-weekly with a base amount of \$15.96 in 2023-24 with annual increases equivalent to the Canadian Consumer Price Index.

### **OUTSIDE COMMITMENTS**

The Vice Presidents must make all efforts to ensure that they are available during the day, evenings, and most weekends for all BUSU, Student or University related activities, including but not limited to official events, campaigns, meetings, etc. that arise regularly, except with prior approval from BUSU Board.

BUSU Vice Presidents shall not hold an executive position in any BUSU affiliated club or collective.

### **COURSE REGISTRATION VERIFICATION**

The Vice Presidents are required to provide a copy of their registration as of the first day of each term to ensure their course registrations do not exceed the respective limit. This will be reported at the first regularly scheduled board meeting following such date. Any subsequent course load changes course shall be reported immediately to the BUSU Board.

### **WORK REQUIREMENTS AND HOLIDAY DAYS**

The Vice Presidents during their term shall be granted time off for statutory holidays with a half day of pay, but shall not be eligible for paid time-off during university closures. They may use their holidays/banked days during these times. They shall not qualify for paid time-off and shall not be eligible for overtime pay.

As salaried paid Board members, the Vice Presidents shall be entitled to 24 hours of sick days/holidays during the year. They may also make a request to the Board for additional unpaid time off. Any approvals shall be reported at the next Board meeting. The Vice Presidents shall be required to work no less than 15-20 hours per week and shall normally take place Monday through Friday.

## **BANKED DAYS IN LIEU**

In recognition of work that is required on weekends or statutory holidays from time to time, the Vice Presidents may bank days off in-lieu. The maximum number of banked days that may be accrued and used during the full year-term shall not exceed 24 hours. Banked days off in lieu shall be accrued as follows:

1. A day-in-lieu may be accrued should a statutory holiday fall on a weekday and that individual works a full day where all other hour requirements during the week have been fulfilled.
2. Should a full 30-hour workweek be completed plus an additional 4 hours, a half-day may be banked. In the event that the sum of work over Saturday and Sunday amounts to one full day, a day in-lieu may be claimed. A maximum of one-day in-lieu per week may be claimed.

## **USE OF BANKED DAYS/HOLIDAY DAYS**

Banked days-in-lieu and holiday days shall be used as follows: no more than one day of days-in-lieu or holiday days in a two week period may be taken without board approval, with the exception of the University closure in December. To use any more than one day in a two week period requires prior board approval. In the event that a Vice President does not work a full 20-hour workweek, the remaining time will be taken out of their half days off in lieu.

## **OVERUSE OF BENEFITS**

Executive members may enter into a deficit, days owing situation with regards to their holiday days/days in lieu to allow them to take breaks, such as winter break. However, should they be unable to end their term with zero or days owing, their pay shall be deducted accordingly. Any unused days owed to them shall not be paid out at the end of the term.

## **PARTIAL TERMS**

In the event that an executive member fills the position for less than the full year term, all benefits as described above in this policy shall be prorated.

## **SECTION #9000 – BOARD REMUNERATION & TUITION REBATES**

Brandon University Students' Union is granted a number of tuition rebate hours by the Board of Governors of Brandon University. The distribution of the tuition rebate, unless explicitly stated, is to be facilitated at the discretion of the executive committee.

### **REPRESENTATIVES**

All representatives shall be entitled to remuneration of 6 credit hours each regular semester of their term for a maximum of 12 credit hours.

Tuition rebate will be calculated as follows: 15 hours of work for every 1 tuition rebate hour claimed. Representatives will record their hours on a monthly timesheet (available at the BUSU office).

Representatives must submit their work hours (in person or by email) to the Executive Director for the respective month by the 10<sup>th</sup> of the following month to be eligible to claim those work hours. The Executive Committee will then review and officially approve hours by signing off each timesheet.

Should a representative step down from their position midway through a semester, the tuition rebate for that semester will be prorated at the discretion of the Executive Committee of the BUSU Board.

The rebates shall be processed twice per year, 1st semester consists of work hours from May through October and 2nd semester consists of work hours from November through April.

Representatives are responsible for filling out and submitting the required Tuition Rebate Payroll paperwork in a timely manner with the Executive Director to ensure proper payment.

Tuition rebates are only paid out to Board to the maximum amount that they are registered for through the university. In the event that a representative has earned more tuition rebate credits than they are registered for they shall only receive the maximum that they are registered for.

## **STAFF MEMBERS**

Tuition rebate claimed shall be calculated at 8 hours of work for every 1 tuition rebate hour claimed.

Each employee can earn up to 12 tuition rebate hours per semester. In the event that tuition rebate cannot be used, employees will be paid in accordance with their employment contract.

In the event that over the course of employment the employee doesn't finish the full 15 hour requirement for a tuition rebate hour, it is at the discretion of the Executive Committee to either grant one rebate hour, or provide the hourly wage for the hours worked.

It is recommended that whenever possible and agreed upon, employees should be paid through tuition rebate. Employees have the right to refuse tuition rebate and be paid in accordance with their employment contract.

The following positions shall be eligible for tuition rebate. At the beginning of the employment, the Employer must outline the guidelines that describe the process for applying and receiving the rebates at the beginning of their terms:

1. Office Assistant
2. Returning Officer
3. Executive Director
4. Advocacy & Services Coordinator
5. Events & Marketing Coordinator

## **VOLUNTEERS**

Volunteers of the organisation are eligible to claim up to 3 tuition rebate hours per semester, at a rate of 15 hours of volunteer work (as approved by the Executive Committee) per every rebate hour.

In order to qualify for tuition rebate, volunteers need to be students. An executive must sign off volunteer hours within 30 days of the date(s) volunteered in order to qualify.

In the event that there are no tuition rebate hours to distribute, there will be no alternative remuneration provided.

All representatives shall be entitled to remuneration through a tuition rebate granted by the Board of Governors of Brandon University. This rebate shall be calculated twice per year based on First The following positions shall be eligible for tuition rebates as budgeted by the Executive. At the beginning of the employment, the Executive must outline the guidelines that describe the process for applying and receiving the rebates at the beginning of their terms:

1. Office Assistant
2. Returning Officer

## **SECTION #10000 - CAMPAIGNS AND ISSUES**

### **POLICY #10001 - TUITION**

The Brandon University Students' Union acknowledge and support the following:

1. A Post Secondary Education (PSE) should be both accessible and affordable to all those who are academically qualified and personally willing to pursue an education.
2. It is recognized that, on average, PSE graduates earn higher salaries, pay greater amounts of tax and receive fewer government transfers than others. PSE is a public good and society, as well as the individual, benefit from higher education. As such, there is a role for continued direct and indirect public investment in PSE. Tuition costs contribute to total expenses of a PSE. Increases in expenses create an increased financial barrier to accessing PSE. It is recognized that increasing tuition leads to lower participation levels for the most disadvantaged, including those from low- income families and minorities.

### **POLICY #10002 - ENVIRONMENTAL**

The Brandon University Students' Union is committed to being a positive force in the protection and enhancement of the environment, and recognizes its leadership responsibility of promoting environmental accountability. As such, the BUSU shall strive to be environmentally safe and responsible, and serve as a model of environmentally responsible living. To this end, the BUSU shall make every effort to:

1. Create and promote purchasing policies that favour environmentally-benign, biodegradable, non toxic, and fairly traded products;
2. Prevent wasteful consumption of energy and other resources;
3. Reduce the production of waste and the release of substances harmful to the biosphere;
4. Educate all members of the BUSU and the University community, including the University administration, to be environmentally aware and proactive;
5. Integrate an environmental culture and promote sustainable practices into all BUSU operations through the development and implementation of an environmental audit;

6. Annually review and improve the environmental policy statement to ensure that it reflects the principles, objectives, and current activities of the BUSU;
7. Continuously seek additional ways of achieving our goal of being environmentally safe and responsible.

BUSU recognizes that it is a part of a larger community and shall lead by example.

## **POLICY #10003 - TRANSPORTATION**

Transportation is one of the largest contributors to our changing climate, recognizing the greenhouse gas contribution from our campus community, the BUSU will follow the efforts of other Canadian campuses to improve and promote sustainable transportation in our campus community.

The challenge is to reduce the number of vehicles present at the Fort Garry Campus by decreasing the number of single passenger vehicles on campus and improving alternatives to travelling by automobile.

To this end, the BUSU will:

1. Work to promote and increase car-pooling;
2. Work with stakeholders to establish bike paths from neighbourhoods to campus and encourage a more bike friendly campus;
3. Continue dialogue between the Administration, City of Brandon Transit, and other student associations in order to:
  - 3.1. Increase frequency of busses
  - 3.2. Improve routes
  - 3.3. Decrease student fare price
  - 3.4. Give support and create pressure to develop Bus Rapid Transit in the City of Brandon.
4. Work with student groups to educate and promote the student body on sustainable transportation alternatives through activities such as the Campus Commuter Challenge and Environmental Awareness Week.
5. The BUSU will also work towards establishing a park and ride program to decrease vehicular traffic around the University.

## **POLICY #10004 - ILLEGAL DRUGS - NARCOTIC CONTROL**

The BUSU will not tolerate the presence of illegal drugs on its premises.

Should any quantity of a forbidden drug be found on BUSU premises, and such a fact comes to the attention of the BUSU administration, all appropriate steps will be taken to remedy the situation.

All incidents involving illegal drugs will be well documented and kept in the confidential files of BUSU.

## **POLICY #10005 - ETHICAL PURCHASING**

The challenge before the BUSU is to help convert the current and unsustainable economy into an economy based on sustainable markets. This can be accomplished when actual cost accounting is used that includes the total environmental and social cost of production and consumption. As such, the BUSU will work towards actual cost accounting, and ethical purchasing practices by:

1. Minimising, and preferably avoiding, the purchase of products or services that are socially or ecologically exploitive.
2. Ensuring a 'fair trade' exchange between the people that produce goods and services and the BUSU as the consumer, while minimising negative impacts on the environment.
3. Working with local and provincial businesses, as a means of supporting the peoples of Brandon and Manitoba.

## **SECTION #11000 - CONFLICT OF INTEREST POLICY**

### **INTENT**

Brandon University Students Union Inc. continually strives to protect the organisational interests from real or potential conflicts of interest, and has adopted this policy to outline procedures for avoiding and reporting various situations where a conflict of interest may arise.

### **GUIDELINES**

#### **EMPLOYEES**

1. Employees should avoid:
  - 1.1. Any interest, investment or association that creates a conflict of interest or that interferes with their ability to perform their duties with Brandon University Students Union Inc.;
  - and
  - 1.2. The creation of any personal direct or indirect interest or relationship with any company that competes with or provides products and/or services to Brandon University Students Union Inc..
2. Additionally, where a situation arises where an employee is required to conduct business or provide services to a family member, or associate, this may create a real or perceived conflict of interest for both the company and the employee in question.
3. Where our resources (including property, equipment and personnel) are used for unapproved purposes, they may create a negative impact on our business, and the community perception of the company. Brandon University Students Union Inc. strictly prohibits the use of personnel (including volunteers) and/or equipment for non-company business, as their use may be improper, illegal or create a conflict of interest.



4. If any employee has reason to believe that a conflict of interest has occurred or is possible, it is their duty to report it to management.

## **OUTSIDE EMPLOYMENT**

1. Brandon University Students Union Inc. generally allows outside employment where:
  - 1.1. The secondary employment causes no adverse effects on the employee's performance of job duties with the BUSU;
  - 1.2. The secondary work is performed after the employee's regularly scheduled working hours with the BUSU; and
  - 1.3. There is no conflict of interest.
2. Any employee that wishes to work part-time, or for any amount of time after their regularly scheduled work hours with us should discuss the matter with their Manager prior to accepting the secondary employment. The employee may be required to disclose information pertaining to the proposed secondary employment to allow a full review. The review will simply ensure that there is no conflict of interest.
3. Situations where a Brandon University Students Union Inc. employee is required to conduct business or provide services to a family member or associate may create a real or perceived conflict of interest for both the company and the employee in question. As such, Brandon University Students Union Inc. requires any employee who feels they may have a conflict of interest to immediately notify their Manager for relief.
4. If any Brandon University Students Union Inc. employee has reason to believe that a conflict of interest has occurred or is possible, it is their duty to report it to management. Brandon University Students Union Inc. strictly prohibits any retaliation for fulfilling this obligation.
5. It is recommended for the health and safety of our employees, that employees have eight (8) consecutive hours of time for rest/sleep prior to reporting for their regularly scheduled work at Brandon University Students Union Inc..

## **USE OF PERSONNEL AND/OR EQUIPMENT FOR NON BUSINESS PURPOSES**

Brandon University Students Union Inc. strictly prohibits the use of personnel (including volunteer staff) for non-company business, as their use may be improper, illegal or create a conflict of interest. The use of BUSU equipment for non-company business must be approved, in writing, by the Executive Director prior to its use.

## **CONFLICT OF INTEREST IN HIRING PRACTICES**

### **FAMILY MEMBERS**

Brandon University Students Union Inc. shall accept applications from, and consider a member of an employee's immediate family for employment if the candidate has all the requisite qualifications. An immediate family member shall not be considered for employment if by doing so, it would create a direct managerial/subordinate relationship with the family member.

For the purposes of this policy, immediate family members shall be defined as: Wife, Husband, Mother, Father, Brother, Sister, Son, Daughter, or any In-Laws.

## **EMPLOYEE RELATIONSHIPS**

Brandon University Students Union Inc. employees involved in romantic relationships, or that become married or live in the same household shall not be perceived as presenting a conflict of interest, provided that there is neither a direct or indirect managerial/subordinate relationship between the employees, or a conflict of interest, real or perceived, created as a result of the relationship. In the event that either a managerial/subordinate, or conflict of interest issue arises, Brandon University Students Union Inc. will work with the employees to accommodate them in a reasonable fashion.

## **REPORTING A CONFLICT OF INTEREST**

### **EMPLOYEES**

Employees who believe they have witnessed a conflict of interest, or where they reasonably believe that they may be engaged in any activity which could present a conflict of interest must report the matter immediately. Brandon University Students Union Inc. must be made aware of all conflicts of interest in order to take the appropriate action. Employees are obligated to report any conflict of interest to their immediate supervisor or the Executive Director.

### **SUPERVISORS AND MANAGERS**

Supervisors and managers are directed to take all appropriate steps to prevent and stop conflicts of interest in their areas of responsibility. Any supervisor or manager who is subject to, witnesses, or is given written or verbal complaints of conflict of interest shall work to minimise or eliminate the issue at hand. In the event that this is not possible with the available resources, the supervisor/manager is required to report the conflict of interest to the Executive Director.

### **INVESTIGATION**

Brandon University Students Union Inc. seeks to resolve claims of conflicts of interest as expeditiously as possible. Investigations shall be conducted and the appropriate actions taken no longer than fourteen (14) days following the filing of a complaint.

In all cases, the Executive Director shall retain the findings report for 1 year, or for as long as any administrative or legal action arising out of the complaint is pending.

### **ASSURANCE AGAINST RETALIATION**

This policy encourages employees to report any conflict of interest encountered in their employment at Brandon University Students Union Inc.. Retaliation against the Complainant is strictly prohibited and will result in appropriate disciplinary action. Retaliation by the Respondent, or anyone acting on behalf of the Respondent, against any witness providing information about a conflict of interest report, is also strictly prohibited. Acts of retaliation include (but are not limited to) interference, coercion, threats, and restraint.

This policy will not be used to bring fraudulent or malicious complaints against employees. Any complaint made in bad faith, if demonstrated as being such through convincing evidence, will result in disciplinary action being taken against the individual lodging the fraudulent or malicious complaint.

## **SCHEDULE A - TO POLICY ON COMMERCIAL ADVERTISING AT THE BUSU**

Authorised Commercial Advertising Space at the University, BUSU sites and facilities: vending machines and food service facilities, University Centre, BUSU Day Timer, BUSU Public Relations and Information Publications, BUSU Websites and Social Media accounts, and programs outlining or promoting BUSU events.

### **GUIDELINES FOR CONTENT & STANDARDS OF ADVERTISING**

These guidelines are intended to provide the parameters of acceptable commercial advertising at BUSU sites and facilities or in BUSU publications.

1. The commercial advertising should be in good taste and should meet generally acceptable community standards as to form and content.
2. The commercial advertising should not be in support of a political party.
3. Tobacco products and alcohol products should not be the subject of commercial advertising.
  - 3.1. This is consistent with the BUSU's efforts under the Clean Air Policy and with the efforts of the BUSU's policy to promote moderation in alcohol consumption.
4. The BUSU and its offices must not endorse and must not be perceived to endorse the product, service and/or message of the commercial advertising. The Executive Director shall be the final arbiter in cases where there is doubt as to whether particular commercial advertising conforms with these guidelines.

## **SCHEDULE B - BENEFITS APPENDIX**

### **HEALTH AND DENTAL BENEFITS**

All qualifying Class A employees, and their immediate family members, shall be eligible to participate in a health and dental benefits plan as subscribed to by the employer at the expense of the employer during the term of employment. Qualifying employees may opt-out of the plan should they already have coverage through a comparable plan.

All qualifying Class B employees shall be eligible to participate in a health and dental benefits plan as subscribed to by the employer at the expense of the employer during the term of employment. Employees may choose to add their eligible dependants at a 50/50 cost sharing rate with the employer. Qualifying employees may opt-out of the plan should they already have coverage through a comparable plan.

All other classes of qualifying employees shall be eligible to participate in a health and dental benefits plan as subscribed to by the employer at the expense of the employer during the term of employment. Employees may choose to add their eligible dependants at their own expense. Qualifying employees may opt-out of the plan should they already have coverage through a comparable plan.

### **VACATION**

All Class A or other qualifying employees shall be entitled to time off with pay for personal use, including for vacation or where other banks are inadequate or have been exhausted, hereinafter referred to as vacation, subject to the following:

1. The year on which normal annual vacation entitlements are based is defined as the preceding period from May 1 to April 30.
2. An employee shall be entitled to an unbroken vacation period based on the entitlement earned during the preceding vacation year; such period shall be mutually agreeable to both the employee and BUSU.
3. Where a statutory holiday falls within the vacation period, a compensating day's holiday will be provided. Normally such day(s) will be allowed immediately preceding or following the vacation.

The annual vacation period shall be determined as follows:

1. Class A and B employees who have completed twelve (12) full calendar months accumulated service as of April 30 shall receive ten (10) work days' vacation, unless otherwise outlined in their employment contract
2. Class A and B employees who have completed two (2) years' accumulated service as of April 30 shall receive twenty (20) work days' vacation, unless otherwise outlined in their employment contract
3. Class A and B employees who have completed nine (9) years' accumulated service as of April

30 shall receive twenty-five (25) work days' vacation

4. Class A and B employees who have completed nineteen (19) years' accumulated service as of April 30 shall receive thirty (30) work days' vacation.
5. All other classes of employees are paid out vacation benefits at a rate of 4% per pay period unless otherwise specified by contract.

Qualifying employees under contract may be entitled to greater paid holiday leave than permitted by the schedule if specifically outlined in the contract.

In the event that a Class A or B employee who is earning paid vacation leave entitlement becomes ill, excluding common cold, and/or is hospitalised during their vacation, sick leave shall be substituted for vacation leave. To have the time converted from vacation to sick leave the employee must provide a medical certificate to the Executive Director.

Paid Vacation may be banked up to a maximum of 42 days beyond which paid vacation days must be used or paid out, or no further benefits will be accrued.

Notice must be provided to the employer for the use of four or more consecutive paid vacation days. Non classified employees shall have no provision for paid vacation unless otherwise stated by contract or by-law.

All Class A employees shall be entitled to time off with pay during any and all university or office closures as specified by the Brandon University Calendar. Such holidays shall include Christmas Holidays and other academic holidays, BUFA work stoppages or other closures as shall be determined by the Board or a Committee of the Board.

## **SICK AND COMPASSIONATE LEAVE**

Sick leave means that period of time a regular or term employee is permitted to be absent from work with pay because of an illness, injury or quarantine.

Illness shall be defined as a period of sickness affecting the body or mind.

Absences for non-emergency dental and medical appointments including personal counselling for full time employees shall be considered as sick leave.

The employee must notify their supervisor in advance of any such absence.

Whenever possible, such appointments should be made at the beginning or end of the work day.

Employees will be entitled to sick time as follows:

1. Class A employees shall be entitled to fourteen (14) sick days per year.
2. Class B employees shall be entitled to seven (7) sick days per year
3. All other classes of employees are not entitled to paid sick days.

An employee who is absent from duty without prior permission shall communicate the reason for their absence to their supervisor for each day of absence unless a medical certificate has been provided, in advance, that prescribes the duration of the medically required absence. Notification shall be no later than the employee's starting time where possible

An employee who suffers an illness which causes them to be absent from work longer than three (3) working days, will be required to submit a medical certificate to the Executive Director. The absence shall be charged to the employee's sick leave entitlement.

If an employee suffers an illness which causes them to be absent for more than three (3) days and they do not provide a medical certificate, then the employee is to be treated as being absent without pay. There will be no limit to the number of paid sick days which may be banked.

In the case of extended illness an employee shall be entitled to unpaid leave as per the following schedule:

1. Zero to 28 weeks – none
2. 29 weeks to 51 weeks – 30 days
3. 52 weeks to 103 weeks – 90 days
4. 104 weeks to 155 weeks – 120 days
5. 156 weeks or more – 180 days

Extended illness must be verified by a medical certificate.

During the qualifying extended illness leave the employee shall be entitled to continue receiving health and dental benefits.

An employee on an unpaid sick leave may not accrue any other employment benefits.

Where an employee returns to work following long term disability, and was in receipt of long term disability benefits from BUSU's Long Term Disability (LTD) plan, BUSU agrees to restore the sick leave entitlement the employee had when they commenced the one hundred eighty (180) calendar day waiting period for LTD.

## **CARE FOR LEAVE**

A Class A and B employee who is required to be absent to care for a dependent or parent shall be granted leave with pay.

The period of such leave shall not exceed ten (10) days in any one fiscal year (Care-for leave).

Any time over and above shall be charged against another appropriate and available bank of paid time, or be leave without pay.

When a full-time regular or term employee is required to be absent for nonemergency dental and medical appointments for a member of their immediate family, as defined in the BUSU Bylaws, such absence shall be considered as care-for leave.

The employee must notify their supervisor in advance of any such absence.

Whenever possible, such appointments should be made at the beginning or end of the work day.

## **BEREAVEMENT & COMPASSIONATE LEAVE**

In the event of the death of; a spouse, or common law spouse, or same sex partner (common-law spouse or same-sex partner means the individual who has been residing with the employee in a conjugal relationship for a period of not less than one (1) year), a parent, step-parent, parent-in-law, grandparent or grandparent-in-law or step-grandparent, a child, step-child, brother, sister, step-sister, step-brother, or a spouse of any of these; also a brother-in-law or sister-in-law; or grandchild or step-grandchild; Class A and B employees, for the purposes of bereavement, may be allowed leave with pay not exceeding five (5) days. Any time in excess of the above shall be charged to another appropriate and available bank of paid time or leave without pay.

An employee who is entitled to bereavement leave during vacation shall receive vacation credits equal to the number of days of bereavement leave granted.

A Class A and B employee shall be entitled to special leave up to a maximum of one (1) day, without loss of salary, for attending a funeral as a formal participant (i.e. Pallbearer, Eulogist, Service Participant, or designated Honorary Pallbearer) or in the event of an employee's aunt, uncle, niece or nephew, or, in the event of the death of a co-worker.

Compassionate Care Leave is to provide care and support to a family member as defined by the legislation who is gravely ill and who has a significant risk of death.

An employee is eligible for compassionate care leave as provided in the Employment Standards Code as it may be amended from time to time.

An employee who is on compassionate care leave who experiences a death in the family will be entitled to use bereavement leave as laid out in the BUSU ByLaws during the compassionate care leave period.

## **RRSP BENEFITS**

All Class A employees shall be entitled to participate in a Structured Group RRSP plan. The Structured Group RRSP shall operate as follows:

1. Deductions for the RRSP plan will be made at source including tax benefits.
2. The employer shall match employee contributions up to a maximum of five percent (5%) of gross earnings per year.
3. Contributions by the employer and employee shall be invested by the employee in an RRSP plan.

## **CELL PHONE REIMBURSEMENT**

The President of the Union shall be entitled to a monthly cell phone reimbursement allowance in the amount of \$60 per month in 2020-21, with annual increases on May 1st of each year equivalent to the Canadian Consumer Price Index.

The Vice-Presidents of the Union shall be entitled to a monthly cell phone reimbursement allowance in the amount of \$48 per month in 2020-21, with annual increases on May 1st of each year equivalent to the Canadian Consumer Price Index.

All Class A employees shall be entitled to a monthly cell phone reimbursement allowance in the amount of \$60 per month in 2020-21, with annual increases on May 1st of each year equivalent to the Canadian Consumer Price Index.

All Class B employees, that the Executive Committee deems appropriate, shall be entitled to a monthly cell phone reimbursement allowance in the amount of \$48 per month in 2020-21, with annual increases on May 1st of each year equivalent to the Canadian Consumer Price index.

## **PREGNANCY AND PARENTAL LEAVE DEFINITIONS**

Pregnancy Leave: BUSU's term for Maternity leave, as laid out by Manitoba Employment Standards, which gives expectant mothers the opportunity to take unpaid leave from work, without the fear of job loss.

## **PREGNANCY LEAVE**

1. A pregnant employee shall be entitled to up to seventeen (17) weeks Pregnancy Leave, as defined by Manitoba's Employment Standards.
2. During the period of pregnancy leave an employee shall receive from the employer:
  - 2.1. for the first two (2) weeks, 100% of their wage;
  - 2.2. for up to a maximum of 15 additional weeks, an amount equal to the difference between the Employment Insurance (EI) benefits received by the employee and 80% of the employee's nominal salary;



- 2.3. In the event of any reduction by the Government of Canada to the employee's EI benefit entitlement, the employer will only pay an amount equal to 50% of the employee's nominal earnings.

### **NOTICE REQUIRED FOR PREGNANCY LEAVE**

1. The employee shall give the employer at least six (6) weeks written notice of the date the pregnancy leave is to begin. The notice period may be altered by mutual agreement.
2. The notice period shall not apply if the employee stops working because of complications caused by their pregnancy or because of a birth, still-birth or miscarriage.

### **DURATION OF PREGNANCY LEAVE**

The pregnancy leave of an employee who is entitled to take parental leave shall end seventeen (17) weeks after the pregnancy leave began. In the case where a child is hospitalised, an employee may postpone their pregnancy leave by the number of weeks the child is hospitalised but it must be taken within fifty-two weeks from the date of the birth of the child.

The pregnancy leave of an employee who is not entitled to take parental leave shall end on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, stillbirth or miscarriage, whichever is later.

### **LEAVE FOR PARENT NOT TAKING PARENTAL LEAVE**

On the occasion of the birth of a child or the adoption of child under the age of 12 coming into the care or custody of a parent for the first time, the child's parent who is not taking the pregnancy or the parental leave shall be entitled to a leave with full salary and benefits of up to four (4) weeks, to be taken at the discretion of the employee.

### **PARENTAL LEAVE ON THE OCCASION OF THE BIRTH OF A CHILD**

On the occasion of the birth of a child, an employee who is a parent and who has opted to take parental leave under the Employment Insurance Act and applicable legislation shall be entitled to a parental leave of up to sixty-three (63) weeks.

During the period of parental leave above, an employee shall receive from the employer:

1. an amount equal to the difference between the EI benefits received by the employee and 80% of the employee's nominal salary.
2. In the event of any reduction by the Government of Canada to the employee's EI benefit entitlement, the employer will only pay an amount equal to 50% of the employee's nominal earnings.

If the employee is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the

employer shall maintain the employee at 50% of their nominal earnings for the period of their leave.

## **PARENTAL LEAVE ON THE OCCASION OF THE ADOPTION OF A CHILD**

1. On the occasion of the adoption of a preschool child coming into the care or custody of a parent for the first time, an employee who is a parent shall be entitled to parental leave of up to sixty-three (63) weeks.
2. During the period of parental leave as specified above, an employee shall receive from the employer:
  - 2.1. for the first two (2) weeks, 100% of their nominal earnings;
  - 2.2. for up to a maximum of 35 additional weeks, an amount equal to the difference between the EI benefits received by the employee and 80% of the employee's nominal salary.
  - 2.3. In the event of any reduction by the Government of Canada to the employee's EI benefit entitlement, the employer will only pay an amount equal to 50% of the employee's nominal earnings.
3. If the employee is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the employer shall maintain the employee at 50% of their nominal earnings for the period of their leave.

## **NOTICE REQUIRED FOR PARENTAL LEAVE**

An employee shall give written notice to the employer of their intention to take parental leave at least six (6) weeks prior to the commencement of such leave. The notice period may be altered by mutual agreement.

The notice period shall not apply if the employee stops working because the child comes into the custody, care and control of the parent sooner than expected.

## **EXTENDED PARENTAL LEAVE**

An extended parental leave without pay, up to a maximum of one (1) year, shall be given to employees who request it.

## **GENERAL CONSIDERATIONS**

Nothing in this Article shall prevent an employee from claiming sick leave for absences from work due to illnesses.

Upon return to work, an employee who has taken leaves under this Article shall resume their former position with their full nominal earnings and benefits as provided for under this agreement.

The parties agree that the provisions of this Article shall be no less than those in the "provincial employment standards act/legislation" and Employment Insurance Act as may be

further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the acts.

### **LEAVE OF ABSENCE**

Employees shall be permitted to take a leave of absence for personal reasons under the approval of the Board. Such leave of absence is to be without pay.

### **GENERAL PROVISIONS FOR LEAVE**

In all instances, a leave by an employee shall not be cause for demotion or loss of employment.

Upon return employees on leave shall be reinstated to their previous position with a return to pay levels and benefits as these were at the beginning of their leave or as per their contract.

Employees may not undertake other employment during their leave unless approved by the Board.

## SCHEDULE C - AMENDMENTS TO THE POLICIES

Date	Changes Made
June 24, 2021	<ol style="list-style-type: none"> <li>1. Change all references of ‘General Manager’ to ‘Executive Director’</li> <li>2. Remove Advocacy from VPI job description and update to include new Advocacy position</li> <li>3. Change VPs hours to 15-20 and Presidents hours to 20-30</li> </ol>
August 12, 2021	<ol style="list-style-type: none"> <li>1. Change all references of ‘Office and Services Manager’ to ‘Services Coordinator’</li> <li>2. Update employee classes and benefit entitlement.</li> <li>3. Minor Spelling and Formatting errors fixed</li> </ol>
August 2, 2022	<ol style="list-style-type: none"> <li>1. Change all references of ‘Council’ to ‘Board of Directors’</li> <li>2. Change ‘Vice President Internal’ to ‘Vice President Operations’</li> <li>3. Change ‘Vice President External’ to ‘Vice President Engagement’</li> <li>4. Reduction to Executive course registration requirements</li> <li>5. Changes to Parental Leave policy and Leave for parent not taking parental leave</li> <li>6. Minor Spelling, Grammar, and Formatting Errors</li> </ol>
October 13th, 2022	<ol style="list-style-type: none"> <li>1. Minor Spelling, Grammar, and Formatting Errors</li> <li>2. Changed all references of Food Bank to Food Security Program</li> <li>3. Updated conflict of interest policy to reflect BUSU organisational structure (removal of references to Human Resources)</li> <li>4. Changes to the progressive discipline policy (removal of ‘verbal’ and ‘written’ language in relation to warnings)</li> </ol>

April 18th, 2023	<ol style="list-style-type: none"> <li>1. “Director(s)” changed to “Representative(s)”</li> <li>2. Black Students’ representative and Student Athlete representative added as per motion passed at the 2022-23 AGM</li> </ol>
April 26th, 2023	<ol style="list-style-type: none"> <li>1. Added section for Bereavement and Compassionate Leave, Care for Leave, and added further clarification to Sick Leave, in alignment with University Policies</li> </ol>
August 24th, 2023	<ol style="list-style-type: none"> <li>1. Updated Section 7000 - Hiring Practices to formalise hiring or employee classes</li> <li>2. Class A employees are hired by the Executive Committee, or a designate, and ratified by the Board</li> <li>3. All other classes of employee are hired by the Executive Director or designate.</li> <li>4. All Bailey’s employees are hired by the Bailey’s General Manager or designate.</li> </ol>
November 7th, 2023	<ol style="list-style-type: none"> <li>1. “Women’s Representative” changed to “Gender Empowerment Representative”</li> </ol>
March 22th, 2024	<ol style="list-style-type: none"> <li>1. Updates to the Credit Card policy to reflect new process at Westoba Bank</li> <li>2. Updates to ERDIE Board process</li> </ol>