

Service Agreement

Between:

Public Service Alliance of Canada (PSAC)

- and -

**PSAC Directly Chartered Local 610,
Western Graduate-Student Teaching Assistants (Unit 1)**

- and -

**PSAC Directly Chartered Local 610,
Western Postdoctoral Associates (Unit 2)
("the Local")**

(Hereinafter collectively referred to as "parties")

Whereas the parties wish to enter into an agreement in respect of the services that will be provided by PSAC to PSAC local 610 (Unit 1) Graduate-Student Teaching Assistants and PSAC Local 610 (Unit 2) Postdoctoral Associates;

And whereas the parties wish to enter into an agreement in respect of the obligations that the parties will assume in respect of the provision of services to the Local and its Unit 1, Graduate-Student Teaching Assistants and its Unit 2 Postdoctoral Associates;

And whereas the parties wish to enter into an agreement in respect of their respective responsibilities and obligations pursuant to their parent-union and local-union relationship;

The Parties Therefore Agree as Follows:

This agreement shall govern the provision of services to the Local and its members, and the related obligations of the parties in respect of providing those services.

The services which are the subject of this agreement and the obligations assumed by the parties under the terms of this agreement shall include but not necessarily be limited to the services and obligations enumerated herein.

The services provided in this agreement only encompass employment and not student related work.

The party indicated herein as bearing responsibility to provide a service, or as assuming an obligation, shall bear the cost of providing that service or discharging that obligation.

The Local shall:

- 1) Establish bylaws and policies for its operation in accordance and compliance with Section 11(1) of the Constitution and Regulations of the PSAC;
- 2) Process appeals and grievances involving members up to but not including grievances against the collective agreement at the adjudication or arbitration level and representation services not normally provided to the locals by the Regional Office;
- 3) Represent its members on matters such as working conditions and other problems or issues that are not addressed in the applicable collective agreement(s) and are not within the exclusive jurisdiction of the PSAC;
- 4) Liaise between its members and PSAC;
- 5) Consult with the Employer on matters within the jurisdiction of the Local, and advise **the PSAC Regional Office** on matters that arise that are within the exclusive jurisdiction of the PSAC;
- 6) Follow the applicable provisions of the Constitution of the PSAC as amended from time to time when selecting and appointing staff;
- 7) Elect its own officers;
- 8) Hold its own meetings;
- 9) Establish, through a democratic process, the Local Portion of dues (see Dues Rebate section below) to be paid by local.
- 10) Publish newsletters and bulletins on Local union matters, should

the Local choose to do so;

- 11) Obtain and disseminate to members upon their request, copies of financial statements of the Local's affairs, and provide annually to the National President of the PSAC as follows:

Sub-Section (8)

(a) Each DCL will provide the National President of the PSAC with (i) an annual detailed statement of receipts and expenditures, and (ii) a balance sheet showing Assets, Liabilities and Equities by March 31st of each year. These statements must be reviewed by a PSAC member or other person who is not on the DCL Executive who, along with the Local President or Treasurer, will certify their completeness and accuracy.

(b) Notwithstanding (a) above, the PSAC National President can, at any time, require a DCL to provide a detailed audited statement of receipts and expenditures certified by qualified accountants. If the audited statement is requested by the PSAC, the PSAC (Ontario) shall pay for the cost of the audited statement through the PSAC (Ontario) Region Directly Chartered Local Fund.

- 12) Elect delegates and alternates to Triennial National Conventions of the Alliance, in accordance with the provisions of the Constitution and Regulations of the PSAC, and in particular Section 19(2) thereof;
- 13) The Local shall not provide any services described or referred to in article 11(10) of the Constitution and Regulations of the PSAC, unless such provision of services is duly consented to by the PSAC in writing.

The PSAC (Regional & National Office) shall:

- 1) Carry out all policies of the PSAC as established at National Conventions and by the National Board of Directors;
- 2) Collect dues from the employer and remit the Local's portion of the dues in accordance with this terms of this servicing agreement;
- 3) Update and inform the Local through official correspondence of any probable discrepancies between the PSAC Constitution and the Local's Bylaws.

- 4) Coordinate and conduct collective bargaining for Directly Chartered Locals and be a signatory to all collective agreements entered into between the PSAC and an employer;
- 5) Provide and deliver Union Education and Local Development activities. The Local Development activities shall include local workshops to train Local Executive Officers and stewards with a total budget of \$6,666;

* Note: This amount of \$6,666 was calculated as the annual equivalent of 1/3 the cost of a fully-funded triannual Academic Sector meeting

- 6) Represent members at Arbitration/Adjudication in accordance with its duty of fair representation under any applicable labour relations statute;
- 7) Encourage involvement and participation of the Local in Regional and national committees and forums;
- 8) Provide support and access to the Triennial PSAC Regional Conferences and National Convention;
- 9) Organize and seek certification for new bargaining units;
- 10) Hold and exercise jurisdiction over all other matters not enumerated herein, but which are within the exclusive jurisdiction of the PSAC as provided for in the Constitution and Regulations of the PSAC, and in particular section 7 thereof;
- 11) Assist in coordinating strike activities, including but not necessarily limited to strike and ratification votes, the formation and functioning of strike-related committees, and other such strike-related activities.
- 12) Support and assist the Local Stewards in handling workplace problems, and assist in the development of competencies amongst Local Stewards in order to increase and enhance their effectiveness as advocates for and representatives of members of the bargaining unit for which they bear responsibility;
- 13) Support and assist the Local in its ongoing development and ability to self-service, including but not limited to advising local officers of training opportunities;
- 14) Keep the Local informed of and involved in regional committees, councils, conferences, and other activities of a similar nature;

- 15) When required, attend, participate in and assist representatives of the Local in Local Union/Management consultations;
- 16) Organize and fund on a tri-annual basis, an all Ontario DCL Conference, and provide Local 610 with a minimum of two delegates per bargaining unit based on the same representation formula that applies to all DCLs and with no less than two delegates per bargaining unit;
- 17) PSAC Ontario will assist DCL 610 in the development of its' Strike Protocol.
- 18) Perform such other duties and discharge such other responsibilities as may be properly assigned or delegated to it by either **PSAC Regional or National Office**.

Dues Rebates

Membership dues on behalf of all employees in the Graduate Teaching Assistants and Teaching Fellows bargaining unit and the Postdoctoral Associates bargaining unit shall be deducted by the employer from the pay of all employees represented by the PSAC. Such dues shall be remitted to the Membership Administration section of the PSAC by the employer. PSAC shall allocate the dues based upon the following distribution:

The dues deduction shall consist of:

PSAC's portion of dues: $(\text{annual salary} \times .974\% / 12) + \1.00

Plus: DCL Administration's portion of dues: $(\text{annual salary} \times .612\% / 12)$

i) **PSAC National Dues** shall be determined from time to time (currently **0.974%** of an employee's monthly pay, calculated on the basis of the first step in the pay band/classification occupied by the Individual employee) plus the \$1.00 per month, per employee dedicated to the PSAC Strike Fund.

ii) The **DCL Administration Portion of Dues** shall be determined based upon the Component Average Dues as determined from time to time (currently **0.612%** of an employee's monthly pay, calculated on the basis of the first step in the pay band/classification occupied by the individual employee);

90% of the DCL Administration Portion of Dues from each Unit (Unit 1 and Unit 2) shall be remitted to the Local

10% of the DCL Administration Portion of Dues from each Unit (Unit 1 and Unit 2) shall be remitted to the Regional Office

iii) Any applicable Local levy will be remitted to the Local.

In the event that the Triennial Convention of PSAC determines that either of the amounts of PSAC National Dues payable or PSAC Strike Fund are to be adjusted, then this agreement and the obligations outlined in subparagraph (i) above shall stand immediately amended accordingly.

In the event that the amount of DCL Component Average Dues payable to Direct Charter Locals of PSAC is adjusted, then this agreement and the obligations outlined in subparagraph (ii) above shall stand immediately amended accordingly.

If and when the Local decides to levy a Local Portion of Dues the Local shall advise PSAC and subparagraph (iii) above shall stand amended accordingly.

PSAC Constitution

Nothing in this agreement shall be interpreted in a manner that is inconsistent with, or which derogates from the responsibilities and jurisdictions set out in the provisions of the Constitution and Regulations of the Public Service Alliance of Canada, as amended from time to time.

Nothing in this agreement shall authorize the taking of any action by any party which is contrary to any provisions of the Constitution and Regulations of the Public Service Alliance of Canada, as amended from time to time.

Dispute Resolution

Any questions and/or disputes relating to the scope of obligations/jurisdiction of the Local and/or the PSAC will be resolved as follows:

Step 1) The Local President will contact the Regional Coordinator Ontario/Regional Executive Vice President of Ontario;

Step 2) A meeting in good faith will be convened with the Local President along with any Local representatives and the Regional Coordinator Ontario/Regional Executive Vice President of Ontario;

Step 3) Either the Local President and/or the Regional Coordinator Ontario/Regional Executive Vice President of Ontario can request a mediator if the dispute is unresolved;

Step 4) If a dispute is unsolved, the Local President or the Regional Executive Vice President of Ontario may forward the dispute to the PSAC National President.

Term of Servicing Agreement

The parties agree that this agreement shall remain in effect until the 31st day of December (month) of 2021 (year) upon which time it will be reviewed and updated as necessary.

Renegotiation Clause

Either party may request at any time to renegotiate the terms of this servicing agreement upon 90 days notice to the other party. The parties shall review the terms of this servicing agreement no later than its expiry. Unless otherwise modified through a renegotiation process this servicing agreement shall be automatically renewed upon expiry.

For PSAC local 610:

Name : Katelyn Pituiti
President, PSAC Local 610

June 21, 2019
Date

Lynn Meston
Witness name (please print)

[Signature]
Witness Signature

June 21, 2019.
Date

For the Public Service Alliance of Canada:

Name: Sharon Desousa
Regional Executive Vice President, PSAC

July 11, 2019
Date

Christopher Wilson
Witness name (please print)

[Signature]
Witness Signature

July 11, 2019
Date