

Service Agreement for Direct Charter Local

Between:

Public Service Alliance of Canada (“PSAC”)

-and-

(Carleton University Postdoctoral Union, Local 77000 (“the Local”)

(Hereinafter collectively referred to as the “parties”)

Whereas the parties wish to enter into an agreement in respect of the services that will be provided to PSAC Local 77000 and its members by the PSAC and by the Local, respectively;

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 members;

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 subjects 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 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:

- Establish Bylaws and policies for its operation in accordance and compliance with Section 11(1) of the Constitution and Regulations of the PSAC;
- 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;

- Provide the liaison between its members and the PSAC Headquarters;
- Consult with the Employer on matters within the jurisdiction of the Local, and advise PSAC Headquarters of matters that arise that are within the exclusive jurisdiction of the PSAC;
- Select and appoint staff in accordance with the applicable provisions of the Constitution of the PSAC as amended from time to time, and in accordance with the Bylaws of the Local, as amended from time to time;
- Elect its own officers;
- Hold its own meetings;
- Establish, through a democratic process, the total amount of dues to be paid by members assigned to it, including the portion levied by the PSAC;
- ~~Publish newsletters and bulletins particular to Local union matters, should the Local choose to do so;~~
- Make news and resources particular to Local union matters available to members through on-line channels, such as website and/or social media platforms, should the Local choose to do so;
- Organize professional development activities/workshops/events for members;
- 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 (NCR) shall pay for the cost of the audited statement through the PSAC (NCR) Region Directly Chartered Local Fund.

- 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;
- The Local shall not engage in communications, political action and public relations on matters of concern to the members assigned to it, as 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 Office &/ Headquarters) shall:

- Carry out all policies of the PSAC as established at National Conventions and by the National Board of Directors;
- Collect dues from the employer and remit the Local's portion of the dues in accordance with the terms of this servicing agreement;
- 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, and a signatory to all collective agreements entered into between a Local and an employer in circumstances where a certificate of bargaining authority has been issued to the Local in respect of such employer;
- Provide and deliver Union Education and Local Development activities;
- Process appeals and grievances involving members including grievances against the collective agreement at the adjudication or arbitration level and representation services;
- Represent members at Arbitration / Adjudication in accordance with its duty of fair representation under any applicable labour relations statute;
- Encourage involvement and participation of the Local in regional and national committees and forums;
- Provide access to the Triennial PSAC Regional Conferences and National Convention;
- Organize and seek certification for new bargaining units;
- 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;
- Coordinate 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;

- 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;
- Support and assist the Local in its ongoing development and ability to self-service;
- Keep the Local informed of and involved in regional committees, councils, conferences, and other activities of a similar nature;
- Attend, participate in and assist representatives of the Local in Local Union/Management consultations;
- Perform such other duties and discharge such other responsibilities as may be properly assigned or delegated to it by PSAC Headquarters.

Dues rebates

The parties to this agreement agree that the following distribution of the “weighted Component equivalent” of dues shall be allocated to the NCR regional office and the Public Service Alliance of Canada for the duration of the agreement:

Percentage allocated to the Local	2050%
Percentage retained by P.S.A.C	80 50%

- PSAC National Dues** shall be determined by the PSAC national membership from time to time as a percentage of an employee’s monthly pay, plus the \$1.00 per month, per employee dedicated to the PSAC Strike Fund.
- The **DCL Administration Portion** of Dues shall be determined based upon the Component Average Dues as determined from time to time as a percentage of an employee’s monthly pay;
- 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 subparagraphs (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 subparagraphs (ii) above shall stand immediately amended accordingly.

- v) If and when the Local decides to amend or cease the Local Portion of Due, the Local shall advise PSAC and the servicing agreement shall be 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

In the event that services to be provided to the Local or its members, whether or not expressly listed herein, become the subject of dispute between the parties as to which party bears the obligation of providing such service and/or bearing the cost of its provision, the parties agree to enter into a process of good-faith negotiation without delay, and shall make every effort to reach a timely and mutually satisfactory agreement regarding the matter in dispute. In the event that the parties cannot reach agreement, their dispute shall be referred to a mutually agreeable third-party for determination, with such determination as may be rendered to be wholly consistent with the terms of the Constitution and Regulations of the P.S.A.C., as amended from time to time. Nothing in this paragraph prevents the parties from participating in a process of "mediation-arbitration" of any such disputes.

The parties agree that this agreement shall remain in effect until the 1st day of ~~September of 2018~~ November of 2020 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 77000:

ALBERTO TONETO
Name
President, Local 77000

Alberto Toneto
Signature

Feb 19, 2020
Date

Lied Bouida
Witness name (please print)

Lied Bouida
Witness signature

Feb 19, 2020
Date

FOR PUBLIC SERVICE ALLIANCE OF CANADA:

Magali Picard
Name
REVP/NCR, PSAC

Magali Picard
Signature

Feb 19, 2020
Date

Anne-Marie Grondin
Witness name (please print)

Anne-Marie Grondin
Witness signature

Feb. 19, 2020.
Date