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Using the DCL Handbook

This document has been written to assist PSAC officers, staff and members in the process of integrating newly organized members into the Union. The emphasis here is on the Directly Chartered Locals. Some aspects of these procedures do apply to Locals that affiliate with Components however.

This edition of the DCL Handbook has additional sections that cover some of the “gray areas” that have existed. Our approach is very flexible when dealing with DCLs so long as we uphold the PSAC Constitution, meet the Locals needs and fulfill our duty of fair representation.

It is important that we all understand the procedures for bringing new members into the Union. Working together we build a strong unified Union, one that can be proud of its diverse yet cohesive membership.

Becoming a Directly Chartered Local...

...when is the affiliation decision made?

As unorganized workers take the bold step forward to become certified they do so with the intention of building a strong Union presence in their workplace so that they can negotiate and expect greater dignity and respect from their employer.

Newly organized members have a tremendous amount to learn about their rights and responsibilities. PSAC staff, officers and members work with the newly organized Locals to integrate them into their new Union family. This integration takes time and may have certain challenges.

The new members have an option when it comes to Union representation: they may elect to be chartered directly by PSAC or they may elect to affiliate with one of the Components. This choice belongs with the members of the Local.

Components, especially if they were active in the organizing campaign, can at anytime request to make a presentation to the new Local in regard to becoming affiliated with the

Component. In the case where there is more than one Component interested in representing the new Local, they will each make presentations to the members. The presentations will outline the services the Component offers, explain its dues rate, provide an overview of its governance procedures and outline its operations. PSAC will also make a presentation to the Local to explain the same areas. A vote of the membership will be conducted to determine the will of the membership.

IT is important the Union staff provide the new membership with a full and complete picture of the organization's structure and assist them in getting their questions answered so that they can make an informed decision with respect to affiliation.

It should be noted that new Locals may be directly chartered to the PSAC post-certification but later choose to become affiliated with a Component. PSAC Locals do have the flexibility to make these changes so long as the pertinent Constitution and/or By-laws are respected and the membership's will is respected.

Flexibility in our expansion

In developing the Constitutional provision for DCLs, PSAC's goal was to establish greater flexibility within the Union's structure for workers who are seeking union representation.

PSAC continues to be flexible in its approach to representing workers in a number of ways. For example, PSAC allows existing associations or unions that join the Union to phase in our dues structure over three years. This is of particular interest to existing units that have a flat dues structure; moving to a fairer percentage structure can be a bit of an upheaval to members, so phasing it in is very appealing.

Another example of flexibility when existing unions or associations are considering joining PSAC they may explore a service agreement situation whereby their existing dues are paid to PSAC and it acts as their bargaining agent for an agreed to period of time – usually involving a round of negotiations – after which the members vote on whether to enter a complete affiliation with the Union.

This level of flexibility has served the Union well in terms of attracting new members. We continue to work with the new members to assure that their representation needs are met while respecting the roles and responsibilities of the Local and PSAC.



Building dynamic locals –

from unprotected workers to thriving Union members

Workers join PSAC to improve their working lives. This might mean greater protections in the area of workplace health and safety. It might mean having a workplace that is free from harassment and unacceptable behaviour. Or, it might mean an enhancement of pay and benefits.

For unionization to be successful both the workers and PSAC will go through several stages before the Local is established and running efficiently.

The following is a general overview of the stages from organizing to being a fully functional PSAC Local. In no way should this overview be seen as the definitive checklist on what must happen at each stage, nor should the perception be that each group will nicely fall into these stages. We are simply providing a number of points that will help staff, elected officers and the members themselves to understand the work that needs to be done to have vibrant and strong locals from the early stages of their certification.

STAGE ONE

– The campaign is approved and organizing begins

- The Organizer will identify the contacts, have them sign their PSAC membership application card and determine the role(s) they will play at the early stages of card signing
- PSAC will identify the Rep and Negotiator who will be responsible for the new group
- The Organizer, having identified the labour jurisdiction under which the application for certification will be made, will identify any foreseen challenges in organizing the group
- A budget for the campaign will have been approved in the organizing plan; this budget will be monitored by the Organizer, Regional Coordinator and Organizing Program Officers to ensure that the program is accountable for its spending
- A database of members' names and contact information will be established; this list will later become the information which is sent to PSAC's membership administration, so it is important that it is accurate
- An inside committee of member organizers will be established. This group will receive training on card signing and will work closely with the Organizer to identify workplace issues and build a campaign that will win the hearts and minds of the workers

- The REVP will be informed about the campaign and will engage in activities to support the organizing when and where possible
- PSAC Centre will support the campaign through the Organizing Program Officers, the Communication Section, the print shop and by providing existing materials
- Developmental training of activists should happen early in the campaign: labour jurisdiction training, dealing with unfair labour practices, policing the workplace in the absence of a collective agreement, enforcing the labour standards legislation until a collective agreement is negotiated, building a strong local, leadership training, etc.
- Early in the campaign any equity or human rights issues should be identified and actively addressed
- The culture and the demographics of the workforce should be well understood and reflected in how the organizing occurs – including the make-up of the organizing team
- PSAC should support the campaign by providing or supporting campaign websites when requested
- Components should be encouraged to assist in organizing campaigns from the beginning stages – especially if there is a community of interest or close proximity with the works
- Communicate with the communities where the organizing is taking place to get their support, use local newspapers, bulletins, etc.

STAGE TWO

– The campaign is a success and an application for certification has been made to the relevant labour board

- Begin working with the Local to establish a developmental plan immediately; letting the members wait for labour board decisions on certification matters is not acceptable.

The developmental plan will include such things as:

1. planning for elections of executive positions
 2. drafting local by-laws
 3. identifying additional training needs – local officer training, steward's training, advanced representation training, etc. and making sure the training happens
 4. servicing requirements of the RO and the Local should be captured in a Service Agreement
- Members will need to be kept informed of what is transpiring, especially if there are delays by the labour board in issuing a certificate – newsletters, membership meetings, emails, etc.
 - Additional legal resources may be required if there are objections to the application for certification or any other legal irregularities

- PSAC will need to access job descriptions of the workers, employer policies or directives, make sure that all staff are familiar with the culture and nature of the new unit
- Negotiator begins to play a focused role; establish a bargaining committee and begin to shift the focus of the members to the next stage of the process – getting the first collective agreement
- PSAC Rep is now responsible for taking over the servicing aspects of the new group
- Mobilization of the group for a representation vote may need to be a front and centre focus
- Issue press release to signify the importance of the certification application
- Make other sections of the PSAC aware that the application for certification has been filed



STAGE THREE

– Bargaining certificate has been issued

- A press release should go out and a notice on the national and regional PSAC webpages announcing the victory; a story in the Union Update to highlight the campaign victory
- The certificate is copied to the various sections of PSAC – Membership Administration, Negotiations, Records, Finance, the region
- Continue our focus on educating the new members making sure that the local executive is informed and comfortable in their role; making sure that members are able to access TUB course or that one is offered for them specifically
- Continue to organize the new local making sure that the executive is functioning, that committees are being established, the people are not becoming overwhelmed or left with no support
- The Local start-up funding kicks in - \$500 is awarded to the new Local through the REVP
- Members could be surveyed to determine their needs
- Any issues that arose during the organizing campaign should be shared with other PSAC staff so that the history and context of the new Local is well understood

- Notice to bargain is given; Negotiator's role becomes central; a Researcher of the Negotiator should be working to do comparison of various related collective agreements, sectoral trends, etc.
- Bargaining demands should reflect PSAC policies and statements



STAGE FOUR

– Negotiations begin; exchange of demands

- Provide workers with information and training on how the bargaining process works; this should include information on unfair labour practices; bargaining team members should be trained on team building, learning to “read” the other team, and how to take good notes
- A mobilizing structure or process will have to be established to support collective bargaining, including communications with the membership
- Members will need to access leave to assist in negotiations; members expenses will need to be addressed expeditiously, including advances
- The local should be encouraged to take ownership of their bargaining demands
- The bargaining team should be representative of the workforce; equity representation should not be overlooked
- The Negotiator should make regular bargaining summary updates to PSAC staff and officers so all are aware of the status of the negotiations
- A regional strategy or strike coordinating committee may need to be established
- Apply existing legislation to protect members in the absence of a collective agreement

- When a tentative agreement is arrived at the members need to be informed; a ratification vote needs to be organized; communications regarding “what was achieved” need to be circulated



STAGE FIVE

– A tentative agreement has been achieved and ratified

- The Local should celebrate this momentous achievement
- Communicate with and train members on how to interpret the collective agreement
- Grievance handling procedures should be clearly explained in plain language
- The union-management consultation process should be implemented immediately; this important forum should be explained to the members so they know that non-collective agreement issues can also be addressed by the Union
- As part of the Local development planning establish servicing arrangements and protocols between the local and the PSAC Regional Office
- Continue to engage members, activists and the Local Executive in PSAC training; if necessary continue to do Local-specific training; areas of health and safety, human rights and grievance handling should be covered
- Develop a shop stewards network
- Reps need to access monies available through a variety of channels to focus on building the new Local

- The Local should be integrated into the greater PSAC and Labour movement; they need to feel that PSAC is their Union and not only a federal public service Union; they should be encouraged to get involved with regional committees, the Regional Council and national initiatives, including conventions
- Membership Administration needs to be advised of ratification of the collective agreement and further notified when the agreement is duly signed so that dues check-off can be initiated
- Membership cards if in the region should be sent to Membership Administration where they are stored
- The collective agreement once published will be distributed by the employer to the members; we need to make sure that this happens
- The Local should be familiarized with PSAC Regional staff and have an understanding of who to contact as issues arise



STAGE SIX

– A dynamic Local is born

- Work with the Local to make sure the Local Development Plan is being realized; this includes recruiting new members for leadership positions
- Connect the Local with other DCLs that have come through the development process
- The Local should be advised of best practices so that it doesn't have to learn by trial and error
- As the Local becomes familiar with its roles and responsibilities the need to address a formal service agreement with PSAC will present itself
- Membership meetings should be held regularly
- Communication tools should be developed that meet the needs of the members
- PSAC should facilitate the networking of the DCL with others in the region
- Regional Council representatives responsible for DCLs should be in regular contact with the Local

DCL Development Plans & Service Agreements

Building strong and vibrant Locals that can police their collective agreements in the workplace and meet the members' representation and servicing needs is no easy task.

We ask a lot of those who step up to the plate as volunteers on Local Executives and committees. In exchange for their commitment, we endeavour to provide training and support so that they can fulfill the tasks required of them.

Both PSAC and the Local have roles and responsibilities when it comes to developing a new Local. In order to make sure that these are understood and respected by both parties, it is important that the Local and PSAC engage in a local development planning process. This process can be initiated during the organizing of the workers and become a regular and ongoing process.

What does local development planning look like?

Here are a number of areas that should be considered by PSAC and the DCL when engaging in local development planning:

- identify training needs – this should be a regular and recurring assessment as the needs of the Local change; during the organizing campaign members will need to know about card signing, understanding the organizing process, being oriented to PSAC, etc. As the Local is certified and evolves, more technical training around servicing, representation and running an effective Local will be necessary.
- develop union and joint union management committees – the Local should be planning to build its strength in the workplace by establishing a number of committees that will engage and inform the membership – women’s committee, health and safety committee, human rights committee, communication committee, etc. As well, joint committees with the employer should be formalized, including joint occupational safety and health committees and union-management consultation committees. Ideally committees are opportunities for members, other than those on the Local Executive, to play a role in their union, to develop new skills, to take on leadership roles and to become advocates in their workplace and beyond.

- cross-reference membership data from Membership Administration's list with that available at the Local making sure the Union has accurate and updated information
- establish a communication strategy to keep members informed of ongoing issues
- establish a schedule for regular membership meetings
- focus on Local Executive development strategies to increase individual officer's skills; learn how to work together as a team; develop clearly defined roles and responsibilities for each position
- determine a strategy for ongoing recruitment of new activists to join committees, help with projects, and build a strong Union presence in the workplace
- include a strategy for involving the Local in PSAC's regional structure and activities as well as initiatives that are nationally driven
- establish a goal of involving the Local in community initiatives – which will greatly improve membership involvement and appreciation
- commit to engaging the Local in the Labour Movement municipally, provincially and nationally; join the Federation of Labour as PSAC covers this expense for the Local

Servicing Agreements

A sample service agreement is available which has been used by DCLs and PSAC in the past (see appendix I).

It is important that each party is clear about their responsibilities with respect to representation of the members. As the bargaining agent, PSAC's Regional Office has a duty to provide fair representation. This duty will vary depending on the servicing arrangement arrived at with the DCL: should the DCL choose to self-serve, they will be responsible for providing all representation to their members that a Component would. For greater clarity, refer to the extracts from PSAC's Constitution contained in this handbook [indicate page number here].

LIKE the local development plan, the servicing agreement should be seen as a tool to assist the Local and the Union in assessing how each party is doing; the service agreement should be reviewed regularly and revised as necessary.

Building towards self-sufficiency

In recognition of the fact that most newly organized Locals will need a fair amount of direction and training in the first year or more after being certified, the new Directly Chartered Local will be serviced by the PSAC Regional Office.

Training and developmental requirements of the Local will be determined by the Local and the assigned PSAC Rep as part of the ongoing work on the Local Development Plan.

Note: Established units, such as associations or smaller unions that are certified with PSAC, are not required to be serviced by PSAC ROs if they are of a capacity to meet their own servicing and representation needs. This will be determined by the Rep, Regional Coordinator and REVP. Membership Administration will be advised by the Regional Coordinator.

After a period of one year or more, the Local may decide that it would like to become more autonomous and begin to “self-serve”. Moving in this direction offers the Local more latitude in terms of how it services its members. The Local begins receiving its “DCL dues portion” of dues to provide services and representation to its members – those same services that the Components provide their members. The full

portion of these dues may be phased in as the Local's representation and servicing capacities develop. The balance of the "DCL dues portion" stays with PSAC to offset servicing and representation requirements. Decisions to this effect will involve the Rep, Regional Coordinator and REVP. The Regional Coordinator will advise Membership Administration on any changes to the rebated amounts.

The goal of both the Local and PSAC should be to have the Local receiving its full "DCL dues portion" and being capable of day to day representation of its members.

A number of scenarios can transpire:

- DCLs can hire part or full time Support or Representation Staff which they employ
- DCLs can negotiate paid leave for Elected member(s) to provide service on a part or full time basis
- DCLs can negotiate payment from the employer in the form of personnel equivalencies to staff paid Local Rep positions (such as Teaching Assistant equivalencies at the Local 610 of the University of Western Ontario)
- Local Executive could access leave to meet the representation and servicing requirements of the Local, be it one day a week or one day a month, with their lost salary being covered by the Local
- Locals may increase their own Local levy to offset some of the expenses involved in self-servicing

In the "self-servicing" scenario DCLs will still access PSAC services that are available to all members – education, health and safety and human rights representation, negotiations, political action, local development and, support and advice.

Finding the funds -

accessing PSAC's programs to build DCL capacities

There are a number of funding sources that are established and can be accessed to do the ongoing and necessary work of building a strong new Local.

The following list of funding sources may not be exhaustive but will provide a range of avenues to pursue:

- **general revenues** (“DCL dues” now recorded in this line)
- **Local Development Fund** – funds available for targeted Locals to undertake projects or initiatives to build the Local’s capacity to service its members and establish a strong workplace presence
- **Organizing / interim servicing budget** – these monies are available to assist Locals in the period post-certification with projects or initiatives focused around the ongoing organizing of the group

- **Succession Planning budget** – the Union has allocated a budget for succession planning; these monies could be accessed to bring new activist members on strength back-filling Reps positions or in developmental Rep positions to develop their capacities and prepare them for future employment opportunities
- **Political Action budget** – when specific political action campaigns are undertaken as part of the organizing of or development of the new Local, these monies could be accessed
- **Legal budget** – specific legal actions may be necessary in as part of the pre or post certification period of a new Local; monies from this budget will be used for all legal-related matters pertaining to the new Local
- **Education budget** – the regions may have additional monies available for targeted training of new Locals; likewise, the national education program may have additional funds available to support one-off training sessions for new Locals
- **NAPC (National Aboriginal People’s Circle)** – has an operating budget which new Aboriginal-based Locals may have access to for training and development

Dues Allocation

The allocation of dues in direct charter situations will be governed by the service agreement which is reached with the Directly Chartered Local leadership and approved by the Alliance Executive Committee.

Under all options the basic rate of PSAC dues (0.8963%, 2007-9) + \$0.35 per member per month applies to Directly Chartered Local members as it does to all PSAC members. In addition to this, the Directly Chartered Local dues (.6034%) is included.

Locals also contribute to the Strike Fund Dues at a rate of \$1 / member / month. When the fund drops below \$25 million a rate of \$2 / member / month starts for those earning \$30,000 or less per annum or \$2.75 / member / month for those earning more than \$30,000 per annum.

Locals have the option of applying a Local levy to their dues. This amount is set by the membership and is used by the Local for their daily operations.

The Service Agreement with the DCL will determine the level of DCL dues rebated to the Local and retained by the PSAC. This can change as the Local develops its capacities to self-service and seeks more of its entitled share. These amounts will be agreed to at the time that the service agreement is reviewed and updated.

Local By-laws and Structure

The PSAC will assist the newly certified Directly Chartered Local in establishing its by-laws. The by-laws will be drafted in accordance with the PSAC Constitution.

It is important that the by-laws meet the needs of the local but do not contravene any aspect of the PSAC Constitution.

Sample Local By-laws are included for reference [see appendix for sample by-laws and letter to accompany them]

Political Representation for Directly Chartered Locals

Directly Chartered Locals report to the National Board of Directors through their respective Regional Executive Vice President who also represents their interests at the Board.

DCLs can establish a local Convention Resolutions Committee, adopt resolutions and forward them to both the PSAC Regional Convention and the PSAC National Convention.

DCLs can send delegates to both the PSAC Regional and National Conventions. The National Convention's formula is that of one delegate for the first 100-400 members and an additional delegate for each additional 400 members.

Attendance at PSAC Regional Conventions is based on the by-laws established by the respective Regional Councils. DCLs that have language in their collective agreement that recognizes employees as members, unless they opt out, can use the employee count for delegate entitlement purposes (without having to sign cards).

DCLs are encouraged to participate with other PSAC locals in regional committees such as Area Councils, Regional Women's Committees, Political Action Committees and Human Rights Committees. They can also establish local committees to deal with their own specific interests, issues and concerns.

DCLs are represented on the Regional Councils by representative for DCLs or DCLs and "separate employers".

Federation of Labour Affiliation


PSAC covers the cost for its Locals to affiliate with the provincial or territorial federations of labour. DCLs should be encouraged to participate in these bodies as they connect members with the broader labour movement which can be a benefit to all workers.


Regional office Checklist for new Direct Charter Locals

The following list is another tool to assure that all aspects of establishing a directly chartered local are addressed by PSAC Representatives:


-  Provide request for Direct Charter status to the Regional Executive Vice President with a copy to the Director of Regional Offices Branch, Regional Coordinator and Membership Administration
-  Provide copy of Alliance Executive Committee (AEC) approval to Local
-  Request copy of Direct Charter from AEC/ Director, ROB and provide copy of Direct Charter to the Local
-  Negotiate service agreement with Local and have it signed by the Regional Executive Vice-President
-  Submit service agreement to Regional Executive Vice-President, Director of Regional Offices Branch, Regional Coordinator, Organizing Section and Membership Administration Section


 Ensure Local Executive is elected and the information is given to Membership Administration

 Assist the Local in drafting Local By-laws, ensure they are passed by Local membership, provide copy to the Regional Executive Vice-President, Director of Regional Offices Branch and Regional Coordinator

 Ensure Local dues are set by Local and Director of Regional Offices Branch and Regional Coordinator are notified

 Notify Membership Administration Section of Local dues; provide Local contact and employer contact information

 Establish a Local Development Plan including participation in the education program, regional council, and regional committees

 In consultation with assigned negotiator, set up collective bargaining committee

New Local Funding

PSAC does not deduct dues from members of newly organized Locals until such time as their first collective agreement is in force. Therefore, the Local is without funds for that period. PSAC addresses this situation by providing funding for newly certified locals during this period in three possible forms:

- 1) An automatic grant of \$500 to **all** new PSAC locals.
- 2) New locals can access the Local Development Fund for necessary training to become effective; and,
- 3) New locals can access an interest-free repayable loan to conduct their daily local business until such time as local rebates commence.

1. Seed Funding Grant - new locals require start-up money for the very basics. This grant covers such things as secure filing cabinets in which to store membership/local information, buying pens and paper, etc., those things necessary to get “set up” as a local.

2. Local Development Fund- Our experience to date indicates that newly formed locals require focused training on such things as local administration, servicing their membership, facing management, assertiveness training, etc. The Local Development Fund is established to work with any PSAC Local in need of “development”.

3. Interest Free, Repayable Loan - Providing new locals with a repayable loan to conduct their daily business during the period when they are not yet receiving dues rebates is very helpful to the Local: these Locals can begin to conduct their business, provide representation, and develop into a strong Local without being hamstrung by the absence of resources. A formula, including a budget that the PSAC Representative assists the local to develop, which is uniformly applied, will ensure consistency and fairness to all newly certified locals. A formal agreement is entered into by PSAC and the Local, including a repayment schedule.

Formula:

members X monthly dues rebate (+/-) X # months (+/-) X 50%

This formula is based on anticipated rebates (using the existing Component average available to Directly Chartered Locals that opt for a self-servicing agreement) and the anticipated period until a collective agreement and dues check-off will be in place. Half of this total would be available as a loan (the full amount would leave them in a severe deficit situation once local rebates kick-in). Reps should work with the Local to develop a realistic budget upon which to base their loan request - up to the amount available using the funding formula.

The pay back schedule is over 5 years with payments of no less than 20% of total debt being recovered each year from the local.

New Local Welcome Letter introducing start-up grant and loan application

Dear [Local President],

It is with great pride that the Alliance Executive Committee welcomes you into the PSAC family. The union applauds your efforts in achieving union representation. The next stage involves establishing a local structure and operations that meet the needs of members of your Local. To assure your success, the union makes available to its newly formed Locals the following:

- 1) A one-time local start-up grant of \$500.
- 2) Access to funds for training.
- 3) Access to an interest free repayable loan to fund local operations until dues rebates are forthcoming.

Newly certified PSAC members are not required to pay union dues until such time as a collective agreement is in place. However, Locals are responsible to provide representation from the date of certification – this requires operating funds. Accessing the above-mentioned funds and training will assist your Local in gaining the knowledge and skills necessary to represent your interests in the workplace.

Please contact the undersigned, or your PSAC Regional Office, to find out more about accessing any or all of the above.

In solidarity,

Regional Executive Vice-President

c.c.: Regional Office
Regional Coordinator
Component

New Local Operating Loan Application and Budget

Local Information

Name of Local and PSAC local number _____
 Region _____
 Contact Information (name, position, Phone #, address) _____
 Regional Office Contact _____
 Negotiator _____

Timeframe for funding

Start date for funding _____
 Anticipated date of first dues rebate _____
 Number of months for funding request _____

Anticipated Expenditures

Local Administration

- Postage/mail box rental • Photocopying _____
- Phone line & charges • Computer • Printer/cartridges _____
- Internet provider & web site domain • Others (identify) _____

Subtotal

Membership expenses

- Meeting room rentals • Refreshments • Travel _____
- Childcare • Other (identify) _____

Subtotal

Executive

- LWoP • Travel • Other (identify) _____

Subtotal

Total funding request

We, the representatives of PSAC Local _____ request the amount of \$ _____ as an interest-free, repayable loan, which will be used for official local business during the period prior to local dues rebates after our first collective agreement has been negotiated. Our needs are reflected in the attached budget.

We understand that the repayment of these fund will commence once local dues are rebated and will be calculated at a rate of no less than 20% of total indebtedness repaid in each of the five years following local dues rebate: the exact amount to be calculated once local dues rebate commences.

Local Union Representatives:

PSAC Representatives:

date

date

DCL Constitutional requirements

The authority and jurisdiction

of DC Locals are spelled out in Sections 10 and 11 of PSAC's Constitution and By-laws:

- They establish their own By-laws in accordance with the PSAC's Constitution and By-Laws.
- They hold their own meetings, elect their own officers, and establish their own local dues structure.
- They represent their members in compliance with their Collective Agreement.
- They participate in collective bargaining according to the provisions of Regulation 15 of the PSAC Constitution.

The following extract from PSAC's Constitution and Regulations is provided for greater certainty:

Section 10

Directly Chartered Locals

Sub-Section (1)

(a)

Directly Chartered Local means an organized group of members established by the Alliance Executive Committee in accordance with this Constitution and deriving its jurisdiction, authority and rights from Section 11 of this Constitution.

(b)

Notwithstanding Sub-Section (1) (a), a Directly Chartered Local shall not be established for an organized group of members employed by Treasury Board, the Territorial Governments or a nationally-certified bargaining unit.

(c)

Where an existing Local has been assigned to an established Component the Local may only become a Directly Chartered Local providing the Local submits a petition to the AEC and a majority of the membership vote, in a referendum, to establish a Directly Chartered Local.

(d)

Notwithstanding Sub-Section (1) (a) and (b) of this Section, a Directly Chartered Local may be established for an organized group of members employed by Treasury Board, if the bargaining unit joins the PSAC after April 22, 1994 .

(e)

A Directly Chartered Local may request the PSAC Centre to allocate jurisdiction of all or part of its membership to some other Directly Chartered Local or Component now in existence or to be established.

(f)

Directly Chartered Locals will report to the National Board of Directors through the Regional Executive Vice-President.

Sub-Section (2)

A Directly Chartered Local which, in the opinion of the National Board of Directors of the PSAC, is not discharging its responsibilities as set forth in Section 11 Sub-Section (5) may, by a two-thirds (2/3) majority vote at a meeting of the National Board of Directors, have its charter suspended and its members assigned to the appropriate Directly Chartered Local or Component pursuant to Sub-Section (4) of Section 8 of this Constitution. In such case, the decision of the National Board of Directors may be appealed to the next succeeding Convention of the PSAC.

Section 11

Directly Chartered Locals, their Jurisdiction, Authority and Rights

Sub-Section (1)

A Directly Chartered Local shall establish By-Laws and policies for its operation and such By-Laws and policies shall be fully consistent with the Constitution of the PSAC and shall in no way contravene its provisions.

Sub-Section (2)

A duly-established Directly Chartered Local shall have jurisdiction over its members who shall be subject to the terms and conditions of the By-Laws of the Directly Chartered Local, save only that a member who has exhausted all means for the resolution of a problem through his/her Directly Chartered Local shall have the right to request a full review of the matter by the PSAC Centre. In such cases, the PSAC Centre shall consult with the Directly Chartered Local concerned.

Sub-Section (3)

A Directly Chartered Local shall have the right to hold meetings as outlined in its own By-Laws and shall be solely responsible for all costs involved in such meetings.

Sub-Section (4)

(a) A Directly Chartered Local shall have the right to elect its own officers and to elect at a general meeting, held within a period of not more than twelve (12) months and not less than six (6) months prior to the commencement of the regular Triennial National Convention of the PSAC, delegates and alternates to the forthcoming Triennial National Convention of the PSAC. Only dues-paying members, or life members who are otherwise eligible, shall be eligible for election as delegates.

(b) At a general meeting held at least six (6) months prior to the regular Triennial National Convention of the PSAC, a Directly Chartered Local shall have the right to adopt resolutions for consideration by delegates to the forthcoming Triennial National Convention of the PSAC.

The National President of the PSAC or his/her nominee shall have the right to attend the Annual General Meeting of all Directly Chartered Locals and to speak when requested.

Sub-Section (5)

A Directly Chartered Local shall:

- (a) process appeals and grievances involving members up to but not including grievances against a collective agreement at the adjudication level. The Directly Chartered Local functions may be delegated to the PSAC Centre from time to time by any Directly Chartered Local requesting assistance or service;
- (b) be delegated authority from the PSAC Centre and assume responsibility, at the Local level, for collective agreements signed by the PSAC covering employees in the Local within the jurisdiction of the Directly Chartered Local;
- (c) represent its members on matters such as working conditions and other problems not already covered in the collective agreements, and all other matters which are solely of concern to them;
- (d) provide the liaison between its members and the PSAC Centre;
- (e) select and appoint staff within the limitations of the Constitution of the PSAC;
- (f) elect its own officers; and
- (g) hold its own meetings.

Sub-Section (6)

The internal operations of a Directly Chartered Local shall be the primary concern and responsibility of that Directly Chartered Local and its members subject only to Sub-Section (2) of this Section.

Sub-Section (7)

Each Directly Chartered Local and its officers shall be subject to the disciplinary provisions of Section 25 of this Constitution.

Sub-Section (8)

- a) Each DCL will provide the National President of the PSAC with an annual (i) 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.

Sub-Section (9)

A Directly Chartered Local will be restricted in its operations to matters which solely affect its own membership within its defined area of jurisdiction.

Sub-Section (10)

Notwithstanding Section 7, Sub-Section (2) (j), a Directly Chartered Local may engage in communications, political action and public relations on matters of concern to the members assigned to it, provided that its communications, political action and public relations are not detrimental to other parts of the PSAC.

Sub-Section (11)

Directly Chartered Locals shall have the right to any service or services provided by the PSAC Centre under the terms of the Constitution, subject to regulations established by the National Board of Directors.

Sub-Section (12)

A Directly Chartered Local shall, through democratic process, establish the total amount of dues to be paid by members assigned to it. Such total amount of dues shall include that portion levied by the PSAC in the manner provided by Section 24 of the Constitution.

Sample Service Agreement for Direct Charter Local

Between:

Public Service Alliance of Canada (“PSAC”)

-and-

(insert name of DCL Union)

PSAC Local (x) (“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 x 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;
- 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;
- 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;
- 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 a detailed

audited statement of receipts and expenditures certified by qualified accountants, in accordance with Section 11(8) of the Constitution and Regulations of the PSAC;

- 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 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 Office &/ Headquarters) shall:

- Carry out all policies of the PSAC as established at National Conventions and by the National Board of Directors;
- 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;
- 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 (cost of transportation, accommodation etc. to be borne by the Local);
- 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-serve;
- 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 DCL dues shall be allocated to the Local and the Public Service Alliance of Canada for the duration of the agreement:

Percentage allocated to the Local _____ (%)

Percentage retained by P.S.A.C. _____ (%)

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.

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 _____ day of _____ (month) of _____ (year) upon which time it will be reviewed and updated as necessary.

For PSAC Local X:

Name _____
President, PSAC Local XXXXX DATE _____

Witness name (please print) _____ Witness signature DATE _____

For Public Service Alliance of Canada:

Name _____
Regional Executive Vice President, P.S.A.C. DATE: _____

Witness name (please print) _____ Witness signature DATE _____

Sample Local By-laws Coverletter

Dear Sisters and Brothers,

The purpose of these Model Bylaws for PSAC Direct Charter Local Unions is to provide to new PSAC Direct Charter Locals, a template for use and adaptation to their circumstances when completing the process of adopting local union bylaws.

Text in boldface should be enacted in all cases without alteration. Text not in boldface may be adapted to meet the requirements of the Local Union. Please note that for Direct Charter Locals falling under provincial jurisdiction in British Columbia or Newfoundland, there are particular legal requirements in place under provincial legislation and these Model Bylaws should not be adopted without amendment and revision following consultation with PSAC.

It is my hope that the introduction of these Model Bylaws will be of assistance to new PSAC Direct Local Unions and to the PSAC itself, through the creation of a generally standardized set of legal and administrative relations within the PSAC structure.

I encourage all new PSAC Direct Charter Locals to use this document as a guiding template and foundation for the adoption of Local Union Bylaws that reflect the democratic and progressive organization of which you are now part.

Welcome to the Public Service Alliance of Canada!

In solidarity,

National President,
Public Service Alliance of Canada

Sample Local By-laws

*Public Service Alliance
of Canada*



MODEL BYLAWS

For PSAC Direct Charter Local Unions

(rev. JUNE 2005)

Local Union Bylaws

Public Service Alliance of Canada,

Local X

As adopted on date

at the city of city name,
province

and amended on: date _____

date _____

date _____

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PREAMBLE

IN ORDER TO unite all members of the Public Service Alliance of Canada in a single, democratic organization through the institution of the Local Union;

AND IN ORDER TO obtain for all members of the Public Service Alliance of Canada subject to the jurisdiction of the Local Union, the best standards of compensation and other conditions of employment;

AND IN ORDER TO maintain and defend the right to strike;

AND IN ORDER TO advance and safeguard the aims and objects of the Public Service Alliance of Canada and the Canadian labour movement;

THIS LOCAL (insert Local number) HAS BEEN FORMED BY ITS MEMBERS AND GRANTED A CHARTER BY THE PUBLIC SERVICE ALLIANCE OF CANADA.

The following Bylaws are adopted by the Local Union pursuant to the Constitution and Regulations of the Public Service Alliance of Canada, in order to pursue and protect the rights and interests of all members, to provide for the responsible administration of the Local Union, and to facilitate and encourage the involvement members in the administration and activities of the Local Union.

SECTION 1

1

Name

This Local Union shall be known as (insert local number, e.g. “PSAC Local X1234”) (hereinafter referred to as “the Local” or “the Local Union”).

SECTION 2

2

Aims, objects & relationship to Public Service Alliance of Canada

- a.) It shall be the object of the Local to protect, maintain and advance the interests of members coming under its jurisdiction.
- b.) The Local Union shall unconditionally subscribe to and accept as its governing documents the ***Constitution and Regulations of the Public Service Alliance of Canada*** (hereinafter referred to as the “PSAC Constitution”), as amended from time to time, including the applications and interpretations thereof, to all of which these Bylaws are always subordinate.
- c.) Subject and subordinate always to the provisions of the PSAC Constitution, the General Membership Meeting of the Local Union shall otherwise be the governing authority of the Local Union.
- d.) Between General Membership Meetings of the Local Union, and subject and subordinate always to the PSAC Constitution, the Executive Officers in committee shall be the Local Union’s governing body and authority.

3 SECTION 3

Interpretation & Definitions

- a.) References in these Bylaws to masculine pronouns shall be understood to includereference to the feminine gender, and references to the singular shall be ...understood to include the plural, as and when context dictates same in order toachieve a just and democratic interpretation of these Bylaws.

- b.) Interpretation of these Bylaws is the prerogative of the Executive Officers of the Local Union in committee, and shall reflect a consensus of the Executive Officers. In the event that no consensus interpretation can be arrived at by the Executive Officers, the interpretation favoured by the President of the Local Union shall govern. No interpretation of these Bylaws shall be contrary to the terms and provisions of the PSAC Constitution. No interpretation of these Bylaws shall permit or result in the taking of any steps that are contrary to the terms and provisions of the PSAC Constitution.

- c.) Interpretation of the PSAC Constitution is the sole prerogative of the National President of the Public Service Alliance of Canada (“PSAC”), including the determination of conflict between these Bylaws, the PSAC Constitution, and any Service Agreement between PSAC and the Local Union.

Membership in Local Union

A.) Regular Member

The Local shall be composed of all members in good standing of the Public Service Alliance of Canada (“PSAC”) coming under the jurisdiction of the Local Union, as determined from time to time by the Alliance Executive Committee. The jurisdiction of the Local Union is subject at all times to the power of the Alliance Executive Committee to divide the Local on the basis of a common class of geographical or other interests, or in order to best and most efficiently further the aims and objects of the Public Service Alliance of Canada.

B.) Associate Member

The Local may retain as Associate Members of the Local Union those former Regular Members of the Local whose employment has been terminated by:

- 1.) Their having reached the minimum statutory retirement age;
- 2.) ill health, where such is certified by a physician as the reason for the former member’s retirement; or
- 3.) abolition of their positions or a reduction in the amount of work available from their employer, such as to result in their separation from continued employment that would otherwise have resulted in the maintenance of their status as a regular member under the jurisdiction of the Local Union.

- 4.) termination of their employment, where such termination is the subject of an ongoing grievance or complaint proceeding before a tribunal or court.

Associate members shall not be eligible for Executive office in the Local Union, shall not have voice nor vote in meetings of the Local, and may not attend the Triennial National Convention of the PSAC as a delegate, but they may be accorded such other privileges of membership, and for such length of time, as may be provided for by these Bylaws.

5 SECTION 5

PSAC membership dues

- a.) The dues payable to the PSAC by each member or employee in the Local Union's jurisdiction shall be not less than the amount determined by the most recent PSAC Triennial National Convention and shall be determined in accordance with Section 24 of the PSAC Constitution.
- b.) All dues payable by members and employees within the Local Union's jurisdiction shall be paid by way of "employer check off" from the pay received by an individual, except in cases of terminated, laid-off or associate members within the meaning of Section 4, who may make payment to the PSAC in such form or manner as is determined by the PSAC in its own discretion.
- c.) The amount of Union dues payable by a member of the Local Union shall include the amount referred to in Sub-Section 5(a) of these Bylaws, and shall also include the "component weighted average", which is an additional amount reflecting the per capita weighted average of the amount of union

dues that are payable pursuant to Section 24(2) of the PSAC Constitution by all members of the PSAC who are members of Local Unions that have been assigned to a Component Union. Dues deducted and collected pursuant to this sub-section of these Bylaws shall be treated in accordance with the terms of any applicable Service Agreement that has been entered into between PSAC and a Directly Chartered Local.

- d.) In addition to the amounts set out in Sections 5(a) and 5(b) of these Bylaws, the Local Union may require that an additional amount of union dues be deducted for purposes of its own administration and the provision of services to employees within the Local Union's jurisdiction. In order to be entitled to require the deduction of and to receive such amounts of dues as may be determined to be payable by members of the Local Union pursuant to this sub-section of these Bylaws, the Local Union must obtain the authorization of the members of the PSAC falling under the Local Union's jurisdiction by a two-thirds majority vote of the membership in attendance at an Annual General Membership Meeting of the Local Union, or at a Special Meeting of the Local Union called for that purpose. Such additional dues will be collected by PSAC and shall thereafter be rebated to the Local Union.
- c.) The amount of any dues established pursuant to sub-section 5(d) of these Bylaws may be changed by resolution upon a two-thirds majority vote of the regular members in attendance at any Annual General Membership Meeting of the Local Union or any Special Meeting of the Local Union, called for that purpose, provided that twenty (20) work days notice that such a proposition will be voted upon at the meeting has been provided to all members of the union falling under the Local Union's jurisdiction.

6

SECTION 6

Local Union Meetings

Quorum at Local Union Membership Meetings

- a.) A quorum for the transaction of business at any membership meeting of the Local Union shall be twenty percent (20%) of the members falling under the jurisdiction of the Local Union.

Annual General Membership Meeting

- b.) The Local Union shall hold an Annual General Membership Meeting prior to the end of each fiscal year of the Local Union, for purposes of: receiving annual reports from the Executive Officers of the Local and the Committees of the Local Union, the election of Executive Officers and other Officers of the Local, the consideration of such business as may be required by these Bylaws or by the PSAC Constitution, and such other business as the Local may wish to conduct. The Annual General Membership Meeting shall be held on not less than seven (7) work days notice to the membership of the date, time and location of the meeting. The Annual General Membership Meeting shall be held not earlier than eleven (11) and not later than thirteen (13) months following the date of the last Annual General Membership Meeting that was held.

General Membership Meetings

- c.) General Membership Meetings of the Local Union may be held as determined by the Executive Officers in committee of the Local Union, but shall not be held on less than one (1) week's notice to the membership of the date, time and location of the meeting. There shall be a minimum of three (3) General

Membership Meetings held annually by the Local Union, pursuant to this section of these Bylaws, with each meeting to be held on an approximately quarterly basis.

Special Meetings of the Membership

- d.) A Special Meeting of the Membership may be called at the request of a simple majority of the Local Union Executive Officers or may be called on the request of not less than ten percent (10%) of the members of the union, with the date, time and place to be decided by the Local Union Executive Officers, but with such meeting to be held in every case within twenty-one (21) days of the date on which the Local Union Executive Officers initiate or receive the request that a Special Meeting be held. Members shall be entitled to receive a minimum of seven (7) work days written notice of the Special Meeting and the business to be conducted and considered at such meeting. A Special Meeting shall only deal with the matters for which it was called and for which written notice to the members has been provided in accordance with this section of these Bylaws, unless the memberspresent agree by a two-thirds majority of those present, comprising at least fifty percent (50%) of the total membership, to consider other matters of an urgent or necessary nature.

Emergency Meetings of the Membership

- e.) In circumstances of urgency, the President of the Local Union may call and conduct an Emergency Meeting of the Membership. The greatest amount of notice that is reasonably possible in the circumstances shall be provided to all members, by such means as are deemed appropriate by the President, and such notice, whether verbal or written, shall inform members of the matters to be considered at such Emergency

Meeting. In such circumstances, the failure of members to receive actual notice of the meeting does not invalidate the business conducted at that meeting. Emergency Meetings of the Membership shall not be held to consider matters or conduct business that could be considered or conducted at a Special Meeting, General Meeting, or Annual General Meeting without the incurring of significant harm to the interests of the Local Union and its members. The power to call and conduct Emergency Meetings shall be exercised at all times in good faith and with a view to the pursuit of the legitimate interests of the Local Union and its members, and in a manner and for purposes that reflect the democratic tradition of the Local Union and the PSAC.

Strike Vote, Collective Agreement Ratification Vote and Employer Offer Vote Meetings

- f.) Strike votes, collective agreement ratification meetings, ratification votes and meetings and votes held concerning employer offers in collective bargaining are all within the exclusive jurisdiction of PSAC. Upon the request of PSAC, the Local Union shall provide all reasonable assistance to PSAC in the announcement and conduct of such meetings and votes.

Executive Officer Meetings

- c.) The Executive Officers in committee shall hold regular meetings at dates, times and locations as determined in the discretion of the President, or the Vice-President in the absence of the President, in order to attend to the proper conduct of the Local's affairs, provided that such meetings are held at a minimum of once per month.

- h.) Quorum at any meeting of the Executive Officers shall be not less than three (3) members, including the President (or Acting President, as the case may be) or the Vice-President in the absence of the President or Acting President.

Committee Meetings

- i.) Committees formed for purposes of collective bargaining and negotiation with the employer are exempt from these Bylaws, subject to the terms and provisions of the PSAC Constitution, and within the exclusive jurisdiction of PSAC. Other Committees of the Local Union shall meet at dates, times and locations as determined in their discretion, provided that such meetings are held on an approximately quarterly basis.

Meeting Notices

- j.) At least seven (7) work days notice must be provided in writing in advance of any Annual General Membership Meeting, General Membership Meeting or Special Meeting of the Local Union. Notice of such meetings shall specifically indicate the date, time and location of the meeting, set out the agenda for the meeting, and list approval of the agenda as the first item of business for the meeting.

Rules of Procedure for Meetings

- k.) At any Annual General Membership Meeting, General Membership Meeting, Special Meeting or Emergency Meeting of the Local Union, parliamentary procedure shall be followed in the form set out in "Ed's Rules of Order" published by PSAC, unless these Local Union Bylaws provide otherwise.

Executive of the Local Union & Election of Officers of the Union

- a.) Any Regular Member of the union in good standing at the time of nominations for Executive Officers being made at the Annual General Membership Meeting of the Local or at a Special Meeting called for that purpose, may nominate or be nominated for office in the Local Union as provided below:
1. The member nominated shall become a candidate only after accepting such nomination, either verbally at the meeting at which nomination occurs, or in writing if acceptance is not communicated at a meeting of the membership.
 2. When members are asked for nominations at a meeting of the membership, the chair of the meeting must clearly ask and repeat the question to the members three (3) times before nominations may be declared to be closed for that particular position.
 3. No member shall be permitted to occupy more than one position on the Local Union Executive simultaneously.
- b.) Executive Officers of the Local Union shall consist of the following:
1. President
 2. Vice-President
 3. Recording Secretary
 4. Treasurer
 5. Chief Steward

- c.) Officers of the Local Union shall be elected at the Annual General Membership Meeting of the Local Union or at a Special Meeting called for that purpose, by secret ballot, and shall hold office for a period of one (1) year or until the next occurring Annual General Membership Meeting, whichever occurs first.
- d.) In order to attempt to ensure that the Executive of the Local Union is diverse and reflective of the membership of PSAC and the Local, as well as greater Canadian society, the Local Union will endeavour to encourage participation on the Executive and the election to the Executive of persons who are women, who are members of racially visible communities or of First Nations, or who are members of historically disadvantaged, equality-seeking communities.
- e.) Upon the resignation or incapacity of any Officer of the Local Union, the vacancy in question shall be filled by the President or Acting President of the Local on an interim basis, with appointment thereafter being made on the basis of a majority vote of the remaining members of the Executive at their earliest opportunity to meet. In the event of a deadlock in respect of who to appoint to an Officer vacancy, the deciding vote shall be cast by the President or Acting-President, as the case may be. Upon the filling of a vacancy in accordance with this section of these Bylaws, the appointment made by the Executive will stand until the next occurring Annual General Membership Meeting at which elections of officers are held, or until it is nullified at any Special Meeting called for the purpose of electing a different Officer or Officers, whichever occurs first.
- f.) The Executive of the Local Union shall administer the affairs of the Local Union, subject to the decisions of the membership as expressed in properly conducted meetings and votes, and shall supervise the handling of all Local Union funds.

- g.) The Executive of the Local Union shall oversee the annual audit of thefinancial records and statements of the Local Union.

8 SECTION 8

Other Officers of the Local Union

- a.) Other Officers of the Local Union are Stewards and Committee Chairpersons, but these officers are not members of the Executive of the Local Union and shall not have authority to bind the union in any matter.

Stewards

- b.) The number of Stewards required shall be determined by the membership of the Local Union, having regard to the employer's plan of organization, the distribution of members at the workplace or at worksites, and the administrative framework implied by the grievance procedure in an applicable collective agreement.

Committee Chairpersons

- c.) Committees shall select a Chairperson, who shall maintain responsibility for the conduct of Committee meetings, for liaison with the Executive, and for reporting to the Executive and the general membership on matters of Committee business.

Duties of Officers of the Local Union

Any Officer of the Local Union, on vacating an office, shall surrender all documents, monies or other property of the Local Union, to their successor.

President

a.) The President shall:

- i.) preside at all meetings of the Local Union called pursuant to these Bylaws and shall preserve order;
- ii.) decide all points of order and procedure (subject always to appeal to the membership);
- iii.) subject to the authority of the Executive and the provisions of these Bylaws and the PSAC Constitution, have general supervision of the affairs and business of the Association;
- iv.) be, ex officio, a member of all committees formed pursuant to these Bylaws;
- v.) ensure that all Officers perform their assigned duties;
- vi.) perform such other duties as may from time to time be determined by the Executive.

Vice-President

b.) The Vice-President shall:

- i.) in the absence or incapacitation of the President, perform all of the duties of the President;

- ii.) if the office of the President falls vacant, be Acting President until a new President is elected;
- iii.) render assistance to any Officer of the Local Union as requested by the Executive Officers in committee;

Recording Secretary

- c.) The Recording Secretary shall be clerk of the Executive who shall:
 - i.) attend all meetings of the Executive and the membership and record all facts and minutes of all proceedings in the books kept for the purposes;
 - ii.) give all notices required to be given to members and to officers;
 - iii.) be the custodian of all books, papers, records, contracts and other documents belonging to the Local Union; and
 - iv.) perform such other duties as may from time to time be determined by the Executive.

Treasurer

- c.) The Treasurer shall:
 - i.) Keep full and accurate accounts of all receipts and disbursements of the Association in proper books of account and shall deposit all moneys or other valuable effects in the name and to the credit of the Association in such bank or banks as may from time to time be designated by the Executive;

- ii.) disburse the funds of the Association under the direction of the Executive, taking proper vouchers for the funds and shall render to the Executive at its regular meetings or whenever required, an account of all transactions as treasurer, and of the financial position of the Association;
- iii.) prepare and present a financial statement and budget for presentation to each member at the Annual General Membership Meeting;
- iv.) present a summary financial report at each General Meeting of the Local Union;
- v.) present a summary financial report at any meeting of the Local union, upon request of the Executive;
- vi.) produce and/or provide to PSAC in a timely fashion, any financial statement, budget or financial report produced by the Treasurer; and
- vii.) perform such other duties as may from time to time be determined by the Executive or membership.

Chief Steward

- c.) The Chief Steward shall:
 - i.) act as Chairperson of a Local Union Grievance Committee, if one is established by these Bylaws;
 - ii.) liaise with and report to the Executive and membership regarding the status of grievance and legal complaint matters;
 - iii.) liaise and meet with Stewards and coordinate their representation activities;

- iv.) consult with Stewards and the Executive on specific matters of collective agreement interpretation, the merits of grievances and the wording of grievances, as requested;
- v.) assess representation matters for compliance with union's duty of fair representation under labour relations legislation; take action to ensure compliance with legal duties is achieved;
- vi.) provide representation in regards to the employer on such grievance or other matters as the Executive in committee may request;
- vii.) make every reasonable effort to participate in union training relevant to the representation role of Stewards and the Chief Steward;
- viii.) make a recommendation to the Executive Officers in committee on all requests from members or Stewards that a grievance be referred to adjudication/arbitration by PSAC, or that any other complaint or other legal proceeding be commenced by PSAC. All such requests to PSAC shall be made by and shall be first determined by the Executive Officers in committee, and the Chief Steward shall have both voice and vote in the process of decision.

Stewards

- c.) The Stewards shall:
 - i.) provide first-level advice and representation to employees in the bargaining unit over which the Local Union has jurisdiction, and provide those services in a manner that is not arbitrary, not discriminatory and not in bad faith;

- ii.) work in consultation with and under the general coordination and direction of the Chief Steward;
- iii.) comply with directions from the Executive of the Local Union with respect to representation on any grievance matter, as and when issued;
- iv.) make every reasonable effort to participate in union training relevant to the representation role of Steward;

Committee Chairs

- c.) The Committee Chairs shall:
 - i.) preside over and maintain order at meetings of committees formed by the Local Union pursuant to these Bylaws;
 - ii.) liaise with the Executive and membership on matters relating to the committee and its work;
 - iii.) report to the Executive or membership on the status of the committee or its work, upon the request of the Executive;
 - iv.) ensure that the committee operates in a fair and democratic manner, in accordance with union principles and principles of equity;
 - v.) facilitate the work of the committee in such other manners as are necessary, appropriate and/or requested by the Executive or by a majority of the members of the committee;

10 SECTION 10

Authority & Responsibilities of the Local Union

- a.) The authority and responsibilities of the Local Union are those set out in these Bylaws, any applicable Service Agreement, and the PSAC Constitution. In circumstances of conflict between those sources, or in any matter where a question arises as to where authority or responsibility lies in any given matter, the National President of PSAC is vested with the sole prerogative to determine the matter in her exclusive discretion.

11 SECTION 11

Committees of the Local Union

- a.) The Local Union is empowered to create, by resolution, committees to carry on work concerning matters under the jurisdiction of the Local Union, when deemed by the membership to be in the interest of the Local Union. Committees may pertain to matters including health and safety, grievances, union education, local union elections, organizing, human rights, political action or any other issue of serious concern to the membership.
- b.) All committees shall have a Chairperson who shall fulfill the duties set out in Section 9(g) of these Bylaws.
- c.) All committees shall have the right to request that a report from any committee be placed on the agenda of a meeting held pursuant to these Bylaws.

**Fiscal Year, Financial Affairs,
Financial Authorities,
Funds & Assets of the Local Union**

- a.) The fiscal year of the Local Union shall be from month, day to month, day.
- b.) The Local Union is empowered to hold money and property and to acquire such accounts with financial institutions as are necessary for the proper administration of the affairs of the Local Union.
- c.) The signature of two (2) Executive Officers of the Local Union shall be required for the expenditure of funds of the Local Union in accordance with these Bylaws. The Executive Officers vested with signing authority in this regard are the President, the Vice-President and the Treasurer, with any two (2) of these signatures being required for the issuance of cheques or the execution of other financial instruments.
- d.) In the event of decertification of PSAC as bargaining agent for employees falling under the jurisdiction of the Local Union, all assets of the union shall pass to PSAC, which shall determine their disposal.

13

SECTION 13

Amendments To Bylaws

- a.) Amendments to these Bylaws shall be made by two-thirds (2/3) vote of all those members present at any Meeting called for the purpose of voting on a resolution to amend these Bylaws, but any such amendment is void where notice of the resolution to amend the Bylaws and the text of the proposed amendment was not provided to the members by written notice of at least ten (10) work days prior to the Meeting at which the resolution was considered.
- b.) A review of these Bylaws shall be conducted at five (5) year intervals for the purpose of determining if any changes or revisions are required.

ADOPTED by the Executive of PSAC Local _____ number _____

this _____ day of _____, A. D., 20____.

President _____

Vice-President _____

Treasurer _____

Secretary _____

RATIFIED at a Meeting of the Membership

of PSAC Local _____ number _____

on the _____ day of _____, A. D., 20____.

President _____

Vice-President _____

Treasurer _____

Secretary _____

| NAME | Local Number | Certifying Board | Average Deductee Count | RO affiliation | Self-Servicing |
|--|---------------------|-------------------------|-------------------------------|-----------------------|-----------------------|
| Wequedong Lodge of Thunder Bay | 00002 | CLRB | 40 | Thunder Bay | |
| Nishnawbe-Aski Police Services Board (Civilians) | 00400 | CIRB | 21 | Thunder Bay | |
| Nishnawbe-Aski Police Services Board (Officers) | 00401 | CIRB | 76 | Thunder Bay | |
| James Bay General Hospital | 00603 | Ontario LRB | 106 | North Bay | |
| Commissionnaires – Ottawa Divison (Sudbury) | 00608 | Ontario LRB | 30 | North Bay | * |
| University of Western Ontario | 00610 | Ontario LRB | 1358 | London | * |
| Commissionnaires – Great Lakes and Pearson Airport | 00802 | Ontario LRB | 110 | Toronto | * |
| Port de Québec | 10125 | CLT du Québec | 12 | Québec | * |
| Aéroport de Montréal – Pompiers | 10155 | CLRB | 34 | Montréal | * |
| Aéroport de Montréal – Gestionnaires du 1er niveau | 10156 | CLRB | 32 | Montréal | * |

| NAME | Local Number | Certifying Board | Average Deductee Count | RO affiliation | Self-Servicing |
|---|---------------------|-------------------------|-------------------------------|-----------------------|-----------------------|
| Aéroport de Montréal – Unité des cols blanc | 10157 | CLRB | 153 | Montréal | * |
| CIDPDD – Droits et démocratie | 10300 | CLRB | 30 | Montréal | * |
| Société du Vieux Port de Montréal – permanents | 10300 | CIRB | 199 | Montréal | * |
| Société du Vieux Port de Montréal – saisonniers | 1A333 | CIRB | 34 | Montréal | * |
| Académie internationale de design et de la technologie | 10600 | CLT du Québec | 29 | Montréal | * |
| Gestiparc | 10720 | CLT du Québec | 74 | Montréal | * |
| Université du Québec à Montréal, Unité I et II | 10721 | CLT du Québec | 1326 | Montréal | * |
| Commission des valeurs mobilières du Québec | 13200 | CLT du Québec | 77 | Montréal | |
| MDS Nordion | 20020 | CLRB | 36 | Vancouver | * |
| Commissionnaires – Victoria and the Islands | 20500 | BC LRB | 237 | Victoria | * |
| Union of Saskatchewan Gaming Employees | 40005 | Saskatchewan LB | 401 | Regina | * |
| City of Moncton | 60200 | New Brunswick LB | 170 | Moncton | * |

| NAME | Local Number | Certifying Board | Average Deductee Count | RO affiliation | Self-Servicing |
|----------------------------------|---------------------|-------------------------|-------------------------------|-----------------------|-----------------------|
| Salvation Army of Ottawa | 73100 | Ontario LRB | 61 | Ottawa | * |
| University Children's Centre | 80021 | LRB of Nova Scotia | 14 | Halifax | |
| Byrony House | 80022 | LRB of Nova Scotia | 21 | Halifax | |
| DASC Industries | 80023 | LRB of Nova Scotia | 14 | Halifax | |
| Chrysalis House | 80024 | LRB of Nova Scotia | 10 | Halifax | |
| Harbour House | 80030 | LRB of Nova Scotia | 10 | Halifax | |
| Burnt Church First Nations | 80035 | | 83 | Moncton | |
| Hay River Community Health Board | NT001 | | 159 | Yellowknife | * |
| City of Yellowknife | X0345 | | 123 | Yellowknife | * |

