

PSAC LOCAL 86001

BY-LAWS

Article 1: Name

This organization shall be known as PSAC Local 86001/the Association of Dalhousie University Research Employees (A-DURESS) and shall include two bargaining units representing all eligible Post-Doctoral Fellow Employees and Grant-Paid Employees at Dalhousie University. It shall maintain its offices in the Province of Nova Scotia. In these By-Laws, the term “Local” shall refer to PSAC Directly Chartered Local 86001, and “University” shall refer to Dalhousie University, Nova Scotia, Canada.

Article 2: Objects and Purposes

The objects and purposes of this Local shall be as follows:

2.1: To regulate relations at the University between employer and research employees, through collective bargaining.

2.2: To improve wages and working conditions and to maintain and protect the interests of the members of the Local.

2.3: To unite workers in one organization regardless of race, gender, creed, age, marital status, sexual orientation, disability, political or religious affiliation, or place of national origin.

2.4: To improve health and safety conditions in the workplace with the goal of eliminating occupational injury and disease and encouraging workplace well-being.

2.5: To educate the membership in the history of the labour movement, in its role in social progress and its impact on the community; to assist members to be alert and vigilant to the events of the world affecting workers; to encourage members to become involved in political action with the aim of provoking the ideas and candidates advancing the rights of workers; to work for legislation at all levels of government which will bring about better lives for workers; including adequate public pension, free universal medical care, guaranteed annual income and adequate services to people.

2.6: To engage in legislative, political, educational, civic, welfare and other activities which further, directly or indirectly, the joint interests of the membership of this Local in the improvement of general economic and social conditions of Canada, the Province of Nova Scotia, Atlantic Canada, and generally in the nations of the world.

2.7:

(a) To work together with other trade unions to strengthen the entire labour movement. To provide assistance, financial and otherwise, to labour and other organizations in Canada and other parts of the world having purposes and objectives similar or related to those sought by this organization.

(b) In accordance with these By-Laws, the Executive Board is authorized to take whatever action is required to enable the Local to mobilize, assist and work with other organizations and unions, alone or in combination, toward the objective of meeting the urgent problems which confront workers in society and labour movements.

Article 3: Membership

3.1: All Post-Doctoral Fellow Employees and Grant-Paid Research Employees are automatically members of the Local upon hiring.

3.2: All members shall be subject to the By-Laws of this Local and any duly authorized by-laws, rules and regulations.

3.3: Members who have exhausted all means for the resolution of a problem through their Local shall have the right to request a full review of the matter by the PSAC Centre.

3.4: Members shall be considered 'in good standing' (MIGS) when they have signed their union card and have not violated these By-Laws.

3.5: Membership in the Local is non-transferable and ceases immediately upon the date that an individual ceases to occupy a Post-Doctoral or Grant-Paid position at the University for any reason.

Article 4: Local Officers and Executive Board

4.1: All Local Officers and members of the Executive Board will be elected in accordance with these By-Laws (Article 10).

4.2: The officers of the Local Executive Board shall consist of:

- Co-President (Post-Doctoral Fellow Employees)
- Co-President (Grant-Paid Employees)
- Vice President (Post-Doctoral Fellow Employees)
- Vice President (Grant-Paid Employees)
- Treasurer

- Secretary
- Lead Shop Steward

4.3: Quorum for the Executive Board shall be 50%+1 of elected members, including at least one member from each unit. Each member of the Executive Board shall have one vote.

4.4: The Executive Board shall meet as often as is necessary but at least once every 3 months. Special meetings of the Executive shall be called by the Co-Presidents, or by a Vice-President acting in the absence of a Co-President. Meetings may be held virtually.

4.5: The Executive Board shall have full authority to perform all acts and duties necessary for carrying out the business of the Local pursuant to these By-Laws, except where otherwise provided in these By-Laws. The Executive Board shall have the responsibility of managing the administrative and financial affairs of the Local including the authority to establish appropriate Local policy on matters of financial management and administration.

4.6: The Executive Board shall have full authority to negotiate and enter into any of the following agreements, without limiting the general authority of the Executive Board to manage and administer the affairs of the Local:

- a) Organizing Assistance Agreements, whereby the assistance of a national or international union is obtained for the purpose of assisting the Local and organizing potential members into a bargaining unit for which certification or voluntary recognition will be sought;
- b) Affiliation Agreements, whereby the Local affiliates with a national or international union;
- c) Merger Agreements, whereby the Local merges with a national or international union;
- d) Servicing Agreements, whereby a national or international union provides to the Local expertise and assistance in matters of organization, administration and generally the provision of services to members and prospective members of bargaining units so as to carry out the objectives of the Local.

4.7: The signing officers of the Local shall be any two of the Treasurer, Co-Presidents, and Vice Presidents, provided there is one from each unit. Such signing authority shall include all documentation in the ordinary course of Local business, with the exception that an application for certification may be signed by any two members of the Executive Board.

4.8: The Executive Board may hire administrative personnel and shall be responsible for affixing appropriate salaries and working conditions for such personnel.

4.9: The members of the Executive Board shall oversee the annual financial reporting and budgeting for the Local. A presentation of financial statements and budget of the Local will be made to the membership at the Annual General Meeting, no later than November 30.

4.10: The Executive Board shall determine whether the grievance of any member under a Collective Agreement shall be referred to arbitration and upon the particular terms to which such referral to arbitration may be subject.

4.11: Executive Officers will be elected for a two-year term. Elections will occur at a General Meeting in accordance with Article 9.

4.12: The duration of a member's contract with the University will not prevent them from running for a position on the Executive Board.

4.13: In the event an Executive Board member's employment status changes between the bargaining units but they remain a member of the Local, they are entitled to maintain their position on the Board, if it is not a unit-specific role.

4.14: In the event an Executive Board member's employment with the University ceases during their term, for whatever reason, they must vacate their role and other Board members will take over their responsibilities until the vacancy can be filled.

4.15: In the event of a vacancy on the Executive Board existing at any time other than at an election, the remaining members of the Executive Board shall have the authority to fill such position for the balance of the term remaining until the next election, by appointment from the membership or organize a Special General Meeting (Article 9) with the express purpose of filling the vacant Executive Board positions.

4.16: An Executive Board member may be removed if they breach the conditions of their swearing in Oath of Office, as outlined in the PSAC Constitution Section 29, or otherwise fail to act in the best interests of the membership as determined by a supermajority ($\frac{2}{3}$) of the rest of the Board.

Article 5: Duties of Local Officers and Executive Board

5.1: General Duties of Executive Officers

- A. The duties of Executive Officers shall default according to the definitions below, but where circumstances warrant, may be distributed according to the needs, skills, and capacities of the Executive members upon discussion of the Executive meeting. The key contacts for Local operations will be communicated to members, Dalhousie University, and the PSAC;
- B. General responsibilities for Executive Officers include:

- a. Facilitate regular Executive Board meetings, General meetings, and subcommittee meetings in accordance with these By-laws;
- b. Provide regular updates to members about the activities of the Local, including events and bargaining updates, including but not limited to email, social media, and Local website;
- c. Coordinate events and initiatives for members, both for advocacy and social purposes;
- d. Maintain detailed documents regarding governance and operations, including meeting minutes, records of the Local, and financial records;
- e. Hold committee meetings and facilitate their operations
- f. Represent the Local to PSAC whenever possible, including conventions, conferences, and other events
- g. Make all materials necessary for the completion of their role available to the rest of the Executive.

5.2: Co-Presidents:

The Co-President (Post-Doctoral Fellows) and Co-President (Grant-Paid Employees) shall be accountable for:

- Chairing all membership meetings of the Local and meetings of the Executive Board;
- Supervising all other officers in the exercise of their respective duties;
- Serving as an ex officio member of all committees (Article 7);
- Appointing the chair of the negotiating committee of their respective bargaining unit with the approval of the Executive Board;
- Any other duties delegated by the Executive Board;

5.3: Vice-Presidents:

The Vice-President (Post-Doctoral Fellows) and Vice-President (Grant-Paid Employees) shall be accountable for:

- Performing the duties of their respective bargaining unit President in the absence of that officer; and
- Any other duties delegated by the Executive Board.

5.4: Secretary:

The Secretary shall be accountable for:

- Conducting a full and impartial account of the proceedings of each meeting of the Local;

- Notifying members of the time and place of Local meetings and Elections, including General Meetings, and other notices to the membership required by these By-Laws; and
- Any other duties delegated by the Executive Board.

5.5: Treasurers:

The Treasurer shall be accountable for:

- Recording receipts for all monies due to the Local;
- Depositing such monies in the Local's bank accounts, as directed by the Executive Board;
- Paying all bills authorized for payment by the Local's annual budget and Executive Board;
- Keeping complete and accurate records of accounts, including membership dues payments and Local expenses;
- Present the financial report and the proposed budget when called upon at an Annual General Meeting or by the Executive Board; provide detailed audited statements of receipts and expenditures on a bi-annual basis to the National President of the PSAC. These statements must be reviewed by a PSAC member, or other delegated person who is not an Executive Officer, in accordance with Section 11(8) of the Constitution and Regulations of the PSAC; and
- Any other duties delegated by the Executive Board.

5.6: Lead Shop Steward:

The Lead Shop Steward shall be accountable for:

- Chairing the Stewards Council;
- Serving as the main contact to facilitate complaint processes (e.g., grievances) from members of their respective bargaining units;
- Working with Shop Stewards to foster the rights of the members under the Local's Collective Agreements; and
- Any other duties delegated by the Executive Board.

Article 6: Committees

6.1: The Local shall have the authority to establish Committees as deemed appropriate by the Executive Board or as established in coordination with the Employer.

6.2: Membership on all committees shall be selected from members in good standing of the Local. All committees will be chaired by a member of the Executive Board, or another member in good standing as determined by the Committee members and who will report to the Executive.

6.3: Committees will report their planned activities to the Executive Board for approval.

Article 7: Bargaining Team

7.1: Members of the bargaining team shall be elected using the process outlined for Elections in Article 10.

7.2: A bargaining team shall meet as required, as determined by the bargaining team, the PSAC-appointed negotiator and the Executive Board. Meetings may be conducted virtually.

7.3: The Bargaining Team will be required to report on collective bargaining activities to the general membership for their unit and the Executive Board.

Before negotiations, the Bargaining Team must create a Bargaining Strategy outlining their goals, priorities, and approaches for the negotiations. This strategy shall be reviewed by the Executive Board in advance of a General Meeting where it must be presented to members and approved (Article 9).

When in negotiations, the Bargaining Committee shall report to the unit membership and the Executive Board after each Bargaining Team meeting, including meetings held internally and negotiation meetings. Reports, at a minimum, should be provided to members through email and may include a meeting with members to discuss updates in more detail.

When not in negotiations, the Bargaining Committee shall provide updates to the Executive Board and the unit membership on an as needed basis or whenever called upon by the Executive Board and members.

7.4: Bargaining Team members may be required to take training relating to negotiations from time to time. This time will be compensated as part of Bargaining activities in accordance with Honoraria processes (Article 18).

Article 8: Steward's Council

8.1: The Steward's Council shall be chaired by the Lead Shop Steward and shall include all Shop Stewards selected by the membership. The Stewards Council shall meet no less than once every three months and may from time to time meet jointly with the Local Executive Board. Meetings may be held virtually. The Steward's

Council shall act as a liaison with members throughout the University and shall foster the rights of members under the Local's Collective Agreements.

8.2: Shop Stewards may be nominated by members and approved by the Executive. They shall:

- Foster the rights of the members under the Local's Collective Agreements;
- Serve on the Stewards Council;
- Serve as the main contact to address grievances from members;
- Work with the Lead Chief Shop Steward of their bargaining unit to facilitate complaint processes (e.g., grievances); and
- Any other duties delegated by the Executive Board.

Article 9: General Meetings

9.1: All meetings of the membership may be held either in-person, virtually, or hybrid, as determined by the Executive.

9.2: A general membership meeting of all members of the Local shall be held on a semi-annual basis, at least twice a year, and more frequently as needed.

9.3: An Annual General Meeting shall be held for the purpose of receiving annual reports, the consideration of business, financial reporting and budget approval, and the election of Executive Officers and bargaining team. These general meetings shall be held at a time and place established by the Executive Board and shall follow PSAC convention rules, with a chair being appointed at the meeting.

9.4: Additional meetings of the membership of the Local may be held whenever warranted. A special membership meeting must be called by the Secretary on the instructions of the Executive Board, or upon receipt of a petition signed by no fewer than 10% of the membership in good standing at the time of the filing of the petition.

9.5: Meetings of the membership of the Local must be called by the Secretary of the Local and they shall give not less than five days' notice to the membership in advance of every membership meeting. For Annual General Meetings where an election is held, there must be thirty days' notice (Article 10).

9.6: In the event of an emergency, the Executive Board may call a special membership meeting on less than five days' notice.

9.7: A special meeting shall be held to ensure full discussion of any proposed Collective Agreement. At least forty-eight hours shall lapse between the distribution of the proposed agreement and the start of the special meeting. The Executive Board or Bargaining Team shall give forty-eight hours' notice of the time, date and location of such a meeting. Every effort must be made to schedule such a meeting so that the

maximum number of members are able to attend. At the end of such a meeting, unless the meeting resolves to postpone the ballot, voting shall begin. Only members in good standing of the Local and of the bargaining unit affected shall be entitled to vote and be nominated to an elected position.

9.8: Quorum for voting decisions shall be 10% of members in good standing. Motions will pass with a 50%+1 majority. Voting by proxy shall not be allowed.

9.9: A member not in good standing shall not be permitted to vote, offer or second a motion or nominate or be nominated for office. A member not in good standing, suspended other than for the specific reason of delinquency in dues payment, may not attend meetings of the Local, or speak at such meetings, except by permission of the meeting.

Article 10: Elections

10.1: The Local Officers and Executive Board shall be elected by secret ballot vote of membership; or at a General Meeting if deemed necessary by the Executive Board in order to fill vacant positions.

10.2: All elected Local Officials shall hold office for two years. Those elected shall hold office until successors, which have been duly elected in accordance with these By-Laws, are installed. Local Officers can seek re-election following the completion of their term.

10.3: Notice of elections must be sent to all members no less than thirty days in advance of the start of the election period. All members shall be notified of the process for nominations and voting for elections, including necessary times, locations/links, and manner for conducting nominations and voting. Such notice may be provided through public notice at the workplace and emailed notice to all members in good standing. Such notice shall include the time and place of the Annual General Meeting to confirm nominations.

10.4: A call for nominations will go out to members at least one week before the start of the nomination period with the notice for the general meeting. Nominations shall be confirmed during the General Meeting. Each nomination shall be supported by at least one member in good standing and shall require the consent of the Nominee.

10.5: During a General Meeting, a Co-President shall, by motion, appoint a PSAC officer or staff person, or a Local member who is not a Nominee for any Executive Board office, to conduct the nominations and review the results of online election voting. Nominations will close at the end of the General Meeting.

10.6: When nominations are closed and there are unopposed candidates, the candidate(s) shall be elected using a Yes or No secret ballot.

10.7: The Voting Period will be open for one week following the end of the General Meeting where nominations were confirmed.

10.8: Members will be able to vote using an online link that will be sent to their listed email address. Each member in good standing can vote once.

10.9: The candidate who receives the most votes (a plurality) at the close of the voting period for any office shall be declared elected. The oath of office will then be administered by an elected representative of the PSAC.

10.10: In the event of a tie vote for any Executive Board position, the Co-President for the respective bargaining unit shall issue an additional vote for the purpose of breaking the tie. If the Co-President is seeking re-election, the additional vote will go to the respective Vice President. If the Vice President is seeking re-election, the vote will go to the respective Lead Shop Steward, or the Secretary if the Lead Shop Stewards are seeking re-election.

10.11: In cases where there is no candidate successfully elected, the position will be considered vacant.

10.12: Normally, no more than one member of the Executive Board should serve on the Bargaining Team of each Bargaining Unit.

Article 11: Finances

11.1: The Treasurer shall have the authority to advise employers of Local dues and other assessments to be paid by members.

11.2: Membership dues shall be based on the PSAC Service Agreement.

11.3: No officers of the Local shall enter into any financial contractual understanding or agreement on behalf of the Local without prior approval from the Local Executive Board.

11.4: A Co-President may authorize expenditures of up to \$300.00 plus tax on behalf of the Local, for expenditures not otherwise covered in the Local's annual Budget.

11.5: Any expenditures beyond \$300.00 plus tax, not otherwise covered in the Budget, must have the prior approval of the Executive Board and presented as part of financial reporting to members at the Annual General Meeting. Two signing authorities are required to sign off on any financial expenditure.

11.6: These By-Laws apply only to membership dues accrued after ratification of the Grant Paid Employees pending first Collective Agreement. For monies previously obtained solely from the Postdoctoral Fellow membership dues, a special committee will be formed per Article 7 to administer said funds.

11.7: The fiscal year for the Local shall be January 1 to December 31.

11.8: The treasurer shall produce an annual financial report of the previous year to the PSAC by March 31st. This report must be audited and approved by the members before it is submitted to the PSAC.

Article 12: Funds and Property

12.1: The funds and property of the Local shall not be divided in any manner among the members individually. All monies collected on behalf of the Local or in the name of the Local shall be the property of the Local.

Article 13: Obligations and Duties of Local Members

13.1: Members shall abide by the PSAC National Constitution, the PSAC Atlantic Regional Bylaws and these bylaws as amended from time to time.

Article 14: Defence and Support Funds

14.1: The Executive Board shall have the authority to establish Defense or Support Funds for the purpose of assisting membership during strikes or other financial emergencies which threaten the financial stability of the Local or the members.

Article 15: Amendments to the By-Laws

15.1: These By-Laws may be amended by a General Meeting of the membership upon submission of proposal amendments, by the Executive Board on its own motion, or by petitions signed by not less than 20% of the membership in good standing at the time of the petition.

15.2: Such proposed amendments shall be sent to the membership no less than seven days prior to the start of voting period. Approval of each individual amendment that meets these criteria will be decided by a supermajority vote (2/3 majority) by

members in good standing. This vote will be conducted online for members to participate electronically with at least a one-week voting period.

15.3: In a general meeting, the membership shall have the authority to discuss By-Law amendments that are consistent with the PSAC Constitution to provide for the better administration of the Local. Any By-Law amendments that are voted on and accepted at a General Meeting will be subject to additional approval from the membership. Members will have an opportunity to approve By-Law amendments using the online voting process described above (14.2).

Article 16: Discipline

16.1: A member or members of the Local may file a complaint alleging that a member or members have committed one or more of the following offences:

- a) violation of the obligation and duties of Local members;
- b) misappropriating, fraudulently receiving, wrongfully handling or failing to account for the funds of the Local or any related benefit funds; and
- c) crossing or working behind a legal Local picket line.

16.2: Any complaint filed pursuant to Section 16.1 must state the exact nature of the alleged offence or offences and, if possible, the period of time during which the offence or offences allegedly took place.

16.3: Complaints must be submitted to the Secretary of the Local within sixty days of the time that the complainant first became aware or reasonably should have been aware of the alleged offences; provided that if the complaint is against the Secretary it should be submitted to the Co-President of the respective bargaining unit.

16.4: Complaints and other formal documents shall be considered filed as of the date of delivery.

16.5: A copy of the complaint and a copy of the Local By-Laws shall, without delay, be served upon the accused party to their listed email address. The accused shall be afforded a reasonable opportunity to reply in writing to the complaint if they choose to.

16.6: On motion of the accused before a judiciary meeting, or upon its own motion, the Executive Board may dismiss the complaint without any charges which:

- a) do not constitute violations as described in Section 16.1; or
- b) if the Executive Board finds the charges are of a nature as not to warrant the holding of a disciplinary meeting.

16.7: In the event a member or members of the Local Officers and Executive Board are charged, the remaining members of the Executive Board, shall constitute a

Judiciary Committee to conduct a meeting to review any complaint as soon as possible but no later than sixty days following the date on which the complaint was filed. In the event that less than three members of the Executive Board are eligible to constitute a Judiciary Committee, then the remaining Executive Board members shall appoint disinterested members to the Judiciary Committee to ensure there are three members.

16.8: A member making a complaint and a member against whom a complaint has been made shall be permitted representation of the member's own choice and at the member's own cost; such a legal Counsel, however, shall be required to abide by the judiciary procedure as established by the Judiciary Committee.

16.9: The member complained against and the complaining party shall have a fair and impartial judicial hearing and have the right to present witnesses and other evidence on their behalf and to examine any witnesses. The party complained against shall have the right to refuse to testify. At the commencement of the judiciary hearing, a Chairperson selected by the members of the Judiciary Committee, shall advise the party of their rights as set forth in this section and shall read the complaint to the accused. The accused shall then plead guilty or not guilty to each complaint. In the event that the accused elects not to appear or to respond, he shall be deemed to have entered a plea of not guilty and the judicial hearing shall proceed. Throughout the judicial hearing there shall be a presumption of innocence in favour of the accused. The charging party shall present their case first and shall have the burden of proving the allegations contained in the complaint.

16.10: Upon completion of the judiciary proceedings, the Judicial Committee shall, without undue delay, determine the innocence or guilt of the accused based solely on the evidence presented to it. The parties shall be advised of the decision in person or through their listed email address. A verdict of a majority of the Judicial Committee shall be the verdict of the Judicial Committee. If the decision is that of guilty, the Judicial Committee may impose a penalty of a reprimand, a fine not to exceed the value of the financial benefit, if any, obtained by the member complained of, by reason of the offence, suspension from membership or expulsion from membership. If requested by either party, the Judicial Committee shall provide written reasons for its decision within thirty days of its decision.

Article 17: Collective Bargaining and Ratification of Collective Agreement

17.1: Collective bargaining will be carried out in accordance with the provisions of the Nova Scotia Labour Code, as applicable, and the Collective Agreement.

17.2: No collective agreement will be entered into by the Local unless it has been ratified by a majority of those active members casting ballots in an electronic

vote, following information meetings with the membership.

17.3: The provisions of clause 17.2 will not apply to a Collective Agreement which results from the implementation of a binding arbitration award.

17.4: Only members in good standing will have voting rights with respect to any matter affecting the bargaining unit.

17.5: There will be a special bargaining fund and the spending of the fund monies will be authorized by the Executive Board Council upon recommendation from a duly appointed Strike Committee of members and PSAC staff.

Article 18: Honouraria

18.1: The Executive Officers, Bargaining Team members and Shop Stewards will be remunerated for the time and effort they contribute to the Local and the value of that remuneration will be set by a separate policy document entitled the Honouraria Policy.

18.2: Other honouraria for Committee members may be awarded, as determined by the Executive Board.

18.3: Reimbursement of costs of childcare or transportation costs will be considered by the Executive Board on request.

18.4: Honouraria may be paid retroactively on request to previous Executive Board members who served prior to the creation of the Local By-Laws.

Article 19: Validity

19.1: If any provision of these By-Laws shall be held invalid, the remainder of these By-Laws shall not be affected.

19.2: Any provision of these By-Laws which would prevent or affect the coming into existence of this Local or the maintenance of the standing of this Local as a trade union under the Trade Union Act of the Province of Nova Scotia shall be deemed to be of no force and effect.

Resolution

We, the undersigned, jointly resolve to form a trade union under the laws of the Province of Nova Scotia and agree to become the founding members of such a trade union in accordance with By-Laws which we shall this day adopt.

Dated at Halifax, Nova Scotia, this 6 day of November 2024.
