

**Directly Chartered Local 60550
of the Public Service Alliance of Canada**

Unit 1:

Union of Graduate Student Workers (UGSW)
Graduate Student Teaching Assistants (GSTA) and Graduate Student Research Assistants (GSRA)
at the University of New Brunswick, Fredericton and Saint John

Unit 2:

Post-Doctoral Fellows
employed at the University of New Brunswick, Fredericton and Saint John



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada



By-Laws

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Article 1: NAME, AFFILIATION, AND HISTORY

- 1.1 PSAC 60550 is a Local of the Public Service Alliance of Canada (PSAC), hereinafter referred to as the Union.
 - (a) The Union of Graduate Student Workers is hereinafter referred to as Unit 1 of the Local.
 - (b) Members who are Post-Doctoral Fellows employed at the University of New Brunswick are hereinafter referred to as Unit 2 of the Local.
- 1.2 The affairs of the Local shall be conducted in accordance with the Constitution and Regulations of the Public Service Alliance of Canada.
- 1.3 The Local may affiliate with other labour councils, where such organizations exist and affiliation is deemed desirable.

Article 2: JURISDICTION

- 2.1 All employees of the University of New Brunswick who are included in the bargaining unit (“graduate students working as Teaching Assistants and/or Research Assistants”, per Article 3.01 of the UGSW-UNB Collective Agreement and “all Post-doctoral Fellows employed by the University of New Brunswick except those excluded by section 1(1) of the Industrial Relations Act, those persons covered by other collective agreements and those persons who secure their own transferable funding from external sources, including grant-funding agencies, and for whom this is the primary source of funding”) as described in the relevant accreditation certificates fall within the Local’s jurisdiction or any amendment thereto.

Article 3: LOCAL’S OBJECTIVES

- 3.1 The Local’s objectives are to:
- (a) Protect, promote and advance the professional, socioeconomic, cultural and political interests and rights of its members, and workers in general;
 - (b) Promote values of social solidarity, equity, freedom, peace, tolerance, democracy and sharing to build a fairer society free of discrimination, harassment, violence, oppression and exploitation. These ideals shall make it possible to ensure that everyone develops to their fullest, and is respectful of the environment;
 - (c) Promote and support an adequate, positive and safe studying and working environment and to ensure the respect and the protection of knowledge produced;
 - (d) Actively protect the quality and accessibility of education at the University of New Brunswick and in Canada;
 - (e) Encourage the resolution, through mediation and negotiation, of all conflicts between the members and their Employer;
 - (f) Encourage and support the organizing efforts of non-member workers employed by the University of New Brunswick;
 - (g) Communicate and cooperate with other workers and their organisations on the campuses of the University of New Brunswick, and with District Labour Councils.

Article 4: MEANS OF ACHIEVEMENT

- 4.1 The Local proposes to achieve these objectives by:
- (a) Developing and maintaining a well-organized membership to support the objectives of the Local;
 - (b) Developing action and education programs to improve member training and awareness of the trade union movement and principles;
 - (c) Regulating relations between the Employer and the members by means of collective bargaining;
 - (d) Obtaining a higher standard of living and better working conditions for employees;
 - (e) Encouraging the participation and involvement of its members in other unions, popular organizations and organizations established by the Local or affiliated with it;
 - (f) Establishing close links with the public we serve and the communities in which we live;
 - (g) Providing responsible administration of the union.

Article 5: DEFINITIONS

5.1 Definitions of key terms found in this document:

- (a) **Academic Term:** Academic Term means the period defined from time-to-time by Senate, and corresponding, approximately, to the periods from September to December (Fall Term), January to April (Winter Term) and May to August (Summer Term). The Summer Term may be further divided into Intersession and Summer Session.
- (b) **Academic Year:** Academic Year means the period from September 1 to August 31 of the following calendar year, inclusive of both dates.
- (c) **Agreement:** Agreement when printed with an upper-case initial letter refers to the Collective Agreement entered into between the Union and the Employer.
- (d) **Bargaining Units:** Bargaining Unit means the group of employees as recognized in the Collective Agreement Clause 3.01 (Current Collective Agreement expiry date: April 30, 2021) for Unit 1; and the group of employees recognized in the NB Labour and Employment Board certification order IR-016-15 for Unit 2.
- (e) **CLC:** Canadian Labour Congress
- (f) **Committee:** An ad hoc or standing committee created by the Executive Committee or through a resolution passed at a General Membership Meeting.
- (g) **Committee Member:** A Member of the Local in good standing, or an individual external to the Local, appointed by the Executive Committee or through a resolution passed at a General Membership Meeting.
- (h) **Day:** This refers to work days, normally Monday to Friday, excluding holidays, unless specified as a calendar day. A calendar day refers to a day as depicted on a calendar of the year.
- (i) **Discrimination:** Any action, behaviour, or decision based on age, race, creed, colour, national or ethnic origin, religious affiliation, social condition, sex, sexual orientation, gender identity or expression, political affiliation, political activity, pregnancy, family status, marital status, mental or physical disability, place of residence, membership or activity in the Union, or a conviction for which a pardon has been granted, which results in the exclusion or preference of an individual or group within the Union. See Article 18.2 for PSAC Statement on Harassment, to be read and distributed at all Union events.
- (j) **Election Officer:** A representative of PSAC who supervises any election in the Local. In the event that no Election Officer is available, the General Membership Meeting may appoint one or more members in good standing to serve as Chief Returning Officers and Scrutineers, so long as they are not running for any open positions.
- (k) **Employer:** Employer means the University of New Brunswick, that is, the Corporation of the University of New Brunswick as incorporated under Chapter 63 of the Acts 22 Victoria (1859), as amended, and continued by the University of New Brunswick Act (1968), as amended, and any person(s) duly appointed by it to act on its behalf.
- (l) **Employee:** A person who is a member of one of the Local's Bargaining Units. All employees eligible to be members of the Local are those included in the Certification Order issued April 7, 2008 by the New Brunswick Labour and Employment Board (Unit 1) and those included in the Certification Order issued November 10, 2017 (Unit 2).
- (m) **Executive Officers:** The Executive Officers of the Local are the two Co-Directors (one member from Unit 1 and one member from Unit 2), the Secretary, the Treasurer, the Communications Officer, and the Chief Steward.
- (n) **Executive Committee:** The Executive Committee is composed of the Executive Officers and Executives-at-Large.
- (o) **Finance Committee:** The Finance Committee is a standing committee of at least two members, excluding Executive Officers, that is tasked with reviewing the financial activities of the Local, reporting its findings as described in Article 17 of this document.

- (p) General Membership Meeting (GMM): Any meeting where all members in good standing of the Local have the right to attend, speak, put forward motions, and vote. The two mandatory annual meetings are the Fall GMM and Winter GMM, as outlined in Article 12 of this document.
- (q) Good Standing: Indicates that a member has a PSAC union membership card and pays union dues, thereby making contributions to the National and Local Strike Funds; they also have the right to participate in the above-mentioned activities at General Membership Meetings.
- (r) Graduate Student Research Assistant (GSRA): A graduate student employed to provide support for research on an hourly-paid basis through an Employer's grant/contract. Such work may include library/literature research, preparing reports/papers, tasks associated with grants or contracts held by a faculty member, or related duties.
- (s) Graduate Student Teaching Assistant (GSTA): A graduate student employed on an hourly-paid basis to provide support for the curricular content of a course. This may include supervision of laboratories, marking assignments, marking laboratory reports, assisting in classroom instruction, or related duties.
- (t) Intellectual Property: Intellectual Property refers to inventions, discoveries or creations that may be primarily of scholarly value or commercial value, or both, and includes, but is not limited to, copyright, patents and trademarks.
- (u) Local: Our Local refers to PSAC Directly Chartered Local 60550. In dealings with the Employer, the 'Local President' refers to the Co-Director from the applicable Unit.
- (v) Members: All employees who are included in the Bargaining Unit, Graduate Student Teaching Assistants and Graduate Student Research Assistants (described in the Certification Order IR-022-07 issued April 7, 2008, Post-doctoral Fellows (described in the Certification Order IR – 016-15 issued November 10, 2017, or any amendment thereto), who have signed membership cards, or who have been accepted as members of the Local.
- (w) Non-Executive Officers: Non-Executive Officers of the Local consist of auditors and/or committee chairs.
- (x) Post-Doctoral Fellow (PDF): those recognized within the Certification Order for Unit 2. Further descriptions of employment duties to be determined by the first Collective Agreement and/or Unit.
- (y) PSAC: Public Service Alliance of Canada
- (z) Union: Union means the Public Service Alliance of Canada and its Directly Chartered Local 60550.

Article 6: MEMBERSHIP

- 6.1 All employees of University of New Brunswick whose employment is covered by the Certification Order issued on April 7, 2008 by the New Brunswick Labour and Employment Board (Unit 1), or issued on November 10, 2017 (Unit 2), or any amendment thereto may become a member of the Union.
- 6.2 Employees who fill out and sign a Union membership card, and who are accepted as members by the Union, are members in good standing.
- 6.3 Employees must pay established Union and Local dues.
- 6.4 Employees must abide by the provisions of these By-Laws, the PSAC Constitution and Regulations, as well as any legal agreement entered into by the Union on the individual's behalf.
- 6.5 Employees in Unit 1 whose contracts have expired may retain their rights and responsibilities as a full member of the Local for a period of twelve (12) months. However, they must always be enrolled at the university or on a paid or unpaid leave authorized by the regulations of the Employer.

- 6.6 All persons who can prove that they will sign a contract with the Employer that will be starting within the following three months can become full members of the Local. The contract must deal with employment subject to the accreditation certificate issued on April 7, 2008 (Unit 1), or issued on November 10, 2017, by the New Brunswick Labour and Employment Board.
- 6.7 All employees of Unit 1 who, upon graduation, continue to hold a valid contract with the Employer, covered by the accreditation certificate issued on April 7, 2008 by the New Brunswick Labour and Employment Board may remain members for the duration of their contract.
- 6.8 Employees who have been dismissed, but have filed a grievance supported by the Union, with respect to the dismissal remain members of the Union.
- 6.9 Employees laid off from a position under the Union's jurisdiction who maintain the right to be recalled may remain members.

Article 7: MEMBERSHIP RIGHTS AND PRIVILEGES

- 7.1 All members of the Local subject to Articles 7 and 8 of these By-Laws, shall enjoy the rights and privileges conferred by the Local's By-Laws and Union's Regulations as outlined below:
- (a) To be represented by the Union;
 - (b) To be free from any act or omission on the part of the Union, or other members, that would discriminate against the member based on the grounds enumerated in the definition of discrimination. This includes both the actions of the individual members of the Union and systemic institutional practices and policies of the Union;
 - (c) To be free from harassment by another member, both within the Union and in the workplace, on the basis of any of the grounds mentioned above;
 - (d) To file a complaint with the Executive Committee or PSAC if believing any of their individual rights defined in these By-Laws has been violated by any member or bodies of the Union or Employer;
 - (e) On request, members shall have access to financial statements, financial records and meeting minutes of the Local;
 - (f) Members must have access to electronic copies of the Collective Agreement, the By-Laws, the Union's Regulations and Code of Rules of Order. Where it is impossible for a member to access electronic copies, paper copies will be provided upon request.
- 7.2 No person shall be excluded from the membership of the Union based on discriminative grounds enumerated in the definition of discrimination.
- 7.3 No person otherwise eligible for membership in the Union shall be admitted to membership if that person has been fined, suspended, or expelled from PSAC or any Local of PSAC until that person has complied with the terms of such fine, suspension, or expulsion.
- 7.4 Employees whose Union membership request is rejected can exercise their rights of appeal as stipulated in the PSAC Constitution and Regulations.

Article 8: SUSPENSION OR EXCLUSION

- 8.1 The Executive Committee shall recommend the suspension or exclusion of a member to the membership, and it shall only take effect upon ratification at a General Membership Meeting.
- 8.2 Any member suspended from the Union loses all entitlements to Union rights and privileges as defined in Article 8 until their suspension is rescinded.
- 8.3 An expulsion from the Union shall not be reconsidered until at least one (1) year after ratification of the expulsion by the membership.
- 8.4 Suspended or excluded employees of University of New Brunswick who are included in the bargaining unit described in the accreditation certificates still fall within the Union's jurisdiction or any amendment thereto and continue to pay dues accordingly.
- 8.5 Before declaring the suspension or exclusion at a GMM, the Executive Committee must give the said member notice at least fourteen (14) calendar days in advance, inviting the individual before the Executive Committee to explain and defend their position, and indicating, in writing, the charges against the member as well as the time and the place of the proposed encounter.
- 8.6 Exclusion and suspension of members shall be dealt with in accordance with the provisions therein and of Section 25 of the PSAC Constitution and Regulation 19 of the PSAC Constitution.

Article 9: DUES

- 9.1 The amount of Local dues are recommended by the Executive Committee and determined by vote at General Membership Meetings. These amounts shall be posted on the Local's web site.
- 9.2 All employees, regardless of their membership status, whose employment is covered by the accreditation certificate issued on April 7, 2008 (Unit 1) or November 10, 2017 (Unit 2) by the New Brunswick Labour and Employment Board or any amendment thereto, shall pay such Union and Local dues.
[Temporary notice: no dues shall be paid by members of Unit 2 until first Collective Agreement is in force]
- 9.3 The notice of the General Membership Meeting must mention any planned changes in the Local dues.
- 9.4 Two-thirds (2/3) majority of the votes recorded at that General Membership Meeting are required to change the Local dues.

Article 10: FINANCIAL PROVISIONS

- 10.1 The Local's fiscal year runs from May 1 to April 30.
- 10.2 A complete Audited Financial Report, approved by the Finance Committee, must be delivered to the Executive Committee and the PSAC within 90 days after the end of the fiscal year.
- 10.3 The Audited Financial Report must then be presented to the members at the Fall GMM for acceptance. Record of membership approval, as recorded in the F-GMM minutes, must then be submitted to the PSAC Regional Executive Vice-President for Atlantic Canada.

- 10.4 If the Executive Committee and Finance Committee are unable to reach an agreement on approval of the Financial Report, the Financial Committee must submit a separate report on discrepancies to PSAC and at the Fall GMM.
- 10.5 Normally, the Executive Committee cannot authorize an expense exceeding \$2,000 without the approval of the membership at a General Membership Meeting. Where opportunities for Union-related education or conferences are available and deemed necessary, the Executive Committee may approve expenditures above this limit.
- 10.6 Member expenses are to be offset in a consistent, transparent and equitable manner. Expenses are categorized according to their appropriate source from within the Local's Budget. All expenses require pre-approval from the Co-Directors and then must be claimed on the relevant expense form to be approved before reimbursement.
- (a) Administrative: Executive Officers and other volunteers are expected to try schedule representation of the Local, while they are on campus, or through online correspondence when necessary. Outside of the Local's Operating Budget, the Administrative Allowance Budget exists to offset the costs of serving the membership, such as local transportation, parking, meals, incidentals, access to technology, and other miscellaneous expenses or costs. Receipts are not required.
- The annual amount received from UNB in May of each year shall be allocated to this account with supplemental amounts allocated from dues as approved.
 - In accordance with PSAC Atlantic's Education Allowance, maximum annual expenditures per Executive Officer will be calculated based on the \$50 per diem model, which will be presented for membership approval with each Annual Proposed Budget. A discretionary amount of this budget item is also set aside for expenses incurred by Stewards, Executives-at-Large, or appointed Committee members that are not Executive Officers.
 - All claimants will complete the monthly Administrative Expense form.
 - All Executive expense claims will require approval from the Co-Directors; the Co-Director's expenses are approved by the Treasurer.
 - The budgeted amounts are maximums, and lesser amounts may be dispensed if maximum days of service are not claimed or approved. Executive Officers may formally dispute approval decisions with the Co-Directors or fellow Executive Officers.
 - The monthly Administrative Allowance budget will be regularly monitored by the Co-Directors and Treasurer.
- (b) Meetings: Executive Officers, Stewards, or General Members who chair committees can utilize the Meetings & Events allocation of the Operating Budget for committee expenses, such as meeting locations, refreshments, announcement, and any other miscellaneous committee expenses. Receipts are required.
- (c) Membership Engagement: Pending approval from the Executive Committee, this allocation of the Operating Budget is for members participating in conferences, conventions, and training events not covered, in whole or in part, by PSAC. Expenses include registration fees, travel and accommodation expense claims, participation or education allowances, and miscellaneous expenses. Amounts reimbursed and receipts required will mirror the PSAC's current policies and rates for travel expenses.
- (d) Travel: This allocation of the Operating Budget is for the mileage costs incurred by a Committee Member, Steward, volunteer, or delegate travelling 40 km or more for a Union meeting or event; usually this travel is between the Fredericton and Saint John campuses or to the PSAC Regional Office in Moncton. Members should endeavour to choose cost-effective methods of participation whenever possible, such as car-pooling or video-conferencing as appropriate. Executive Officers traveling 40 km or more for Local activities are entitled to both support from the Administrative Allowance and this travel allocation. Receipts are not required.

- 10.7 For logistical reasons, bank signing authority should go to Executive Committee members located in Fredericton and there should be, at minimum, three signing Officers. In the event that Saint John members hold two or more positions which normally have signing authority (Co-Directors, Secretary, Treasurer), the Executive Committee may assign authority to one more Fredericton-based Executive Officers instead.

Article 11: ORGANIZATIONAL STRUCTURE AND GOVERNANCE

- 11.1 The organizational structure of the Local shall be as follows:
- (a) General Membership Meeting
 - (b) The Executive Committee
 - (c) Other committees of the Local
- 11.2 Recognizing that decisions must adhere to PSAC Regulations, the decision-making bodies of the Local are, in order of importance:
- (a) Participating members in good standing at General Membership Meetings
 - (b) The Executive Committee
- 11.3 The decisions of Committees must be approved by one of the decision-making bodies of the Local in order to be official.

Article 12: GENERAL MEMBERSHIP MEETING & ELECTIONS

- 12.1 The General Membership Meeting consists of all members in good standing of the Union.
- 12.2 Participation in the General Membership Meeting constitutes supreme authority of the Local for all issues excluding deciding for or against strike action. General Membership Meetings empower the membership to do the following:
- (a) To determine the overall policies of the Local;
 - (b) To elect members to the Executive Committee;
 - (c) To receive, to amend, to accept or to reject all reports and accounts forwarded from the Executive Committee or any other Committee;
 - (d) To ratify, amend or reject any decision forwarded by the Executive Committee;
 - (e) To create any Committee that it deems necessary to fulfill the Local's functions, and in particular to designate the Bargaining Committee to prepare for negotiation of the Collective Agreement;
 - (f) To accept or reject all proposed Collective Agreements, and accept or reject the Employer's offer(s);
 - (g) To amend or revise the Local's By-Laws;
 - (h) To set the amount of Union dues;
 - (i) To vote on the annual budget submitted for approval by the Executive Committee;
 - (j) To ratify the Financial Report approved by the Financial Committee, and all other documents related to the administration of the Local's funds;
 - (k) To determine the details of any job action, including a strike;
 - (l) To act upon and to decide on all matters that are so judged to be in the interests of the proper functioning of the Local.
- 12.3 The right to vote is not transferable. If a member does not attend a meeting or misses a part of that meeting during which a vote is required, the member cannot vote.

- 12.4 Secret ballot shall be used when voting for elections, ratification of a Collective Agreement, and a strike vote, or when otherwise requested by a Member.
- 12.5 The Executive Committee organizes at least two General Membership Meetings per fiscal year: the Fall General Membership Meeting (F-GMM), to be held before November 1st, and the Winter General Membership Meeting (W-GMM), to be held before May 1st.
- 12.6 At all General Membership Meetings, Executive Officers shall present written reports on their activities occurring since the previous GMM. Committee Chairs shall provide written or oral reports.
- 12.7 At the F-GMM, the membership elects the Administrative Executive Officers (Treasurer, Secretary, and Communications Officer), Executives-at-Large, and may elect or appoint any Non-Executive delegates, stewards, or members of committees for the Local. In case of vacancies, the membership also elects any interim Directorate Executive Officers (Co-Directors or Chief Steward). The membership receives, discusses, accepts, or rejects the Audited Financial Report.
- 12.8 At the W-GMM, the membership elects the Directorate Executive Officers (Co-Directors and Chief Steward), Executives-at-Large, and may elect or appoint any Non-Executive delegates, stewards, or members of committees for the Local. In case of vacancies, the membership also elects any interim Administrative Executive Officers (Treasurer, Secretary, and Communications Officer). The Treasurer shall present and interim Financial Report and a proposed budget for the upcoming fiscal year, for the membership to modify, reject, or approve.
- 12.9 Motions passed at a General Membership Meeting shall be binding, although review from PSAC may result in amendments made in principle, if there is conflict with the National PSAC Constitution and Bylaws. Members will be notified when these alterations have been made and may appeal to the Local and/or PSAC in case of concerns.
- 12.10 The Executive Committee must give notice fourteen (14) calendar days in advance of when a General Membership Meeting takes place. The Executive Committee will use posters, electronic means, and internal media at University of New Brunswick whenever possible, to communicate the date, the agenda, and location of these meetings.
- 12.11 The following items must always appear on the agenda:
- (a) Call to Order;
 - (b) Reading of the PSAC Statement on Harassment
 - (c) Approval of the Chair;
 - (d) Approval of the Agenda;
 - (e) Approval of the previous General Membership Meeting minutes;
 - (f) Business arising from the minutes;
 - (g) Reports of the Executive Officers and Committee Chairs;
 - (h) Elections, By-Elections, and Appointments
 - (i) New business;
 - (j) Other business;
 - (k) Adjournment.
- 12.12 Emergency General Membership Meetings can be called at any time and as often as the Local requires. Such meetings can be call based on a simple majority of the Executive Committee or must be called following a written request to the Co-Directors from at least ten (10) members.

- (a) The agenda for an Emergency General Membership Meeting is to be sent to members five (5) days before the meeting is held. Members must be informed of the reasons for calling the meeting when the meeting is called. The Executive Committee will use posters, electronic means, and internal media at University of New Brunswick, whenever possible, to communicate the date, the agenda, and location of the Emergency General Membership Meeting.
- (b) Any decisions made at the Emergency General Membership Meeting shall pertain only to the subject that meeting was called for.

- 12.13 A quorum of 50% of the Executive Officers must be present all General Membership Meetings, one of which must be Co-Director or Chief Steward.
- 12.14 At least seven (7) members besides the Executive Officers must be present at all General Membership Meetings. In the case of an Emergency General Membership Meeting requested by members, quorum shall include those members who submitted the request.
- 12.15 Documents pertaining to the General Membership Meeting must be made available to members upon request at least fourteen (14) calendar days prior to a regular General Membership Meetings and five (5) calendar days prior to an Emergency General Membership Meeting.
- 12.16 The draft minutes of each General Membership Meeting must be available to the Members within fourteen (14) calendar days after that meeting.
- 12.17 Elections of members of the Executive Committee and other delegated positions conducted during a General Membership Meeting shall be handled in accordance with the election procedures determined by the PSAC.

Article 13: EXECUTIVE COMMITTEE

- 13.1 The Executive Committee consists of six (6) Executive Officers and up to four (4) Executives-at-Large.
 - (a) The Executive Officers shall be comprised of three (3) Directorate positions
 - Co-Director (member from Unit 1)
 - Co-Director (member from Unit 2)
 - Chief Steward
 and three (3) Administrative positions
 - Treasurer
 - Secretary
 - Communications Officer [temporary note: this shall replace the Vice-President Fredericton in November 2019]
 - (b) Executives-at-Large may include outgoing Executive Officers if they remain full members (per Article 6.5), as well as other members elected at a GMM. It is expected that Executives-at-Large will also serve as Stewards for their Hiring Department or equivalent.
- 13.2 Any member of the Union who meets the below criteria shall be eligible for election to the Executive Committee. The Election Officer, or equivalent, must approve the eligibility of the candidates. In order to ensure equitable representation and voice, at least two members of the Executive Committee shall be from each campus and at least two members shall be from each Unit of the Local. If any of these representation criteria are not met in the makeup of the Executive Committee, one or more of the Executive-at-Large positions shall be reserved or held vacant until appropriate representation is elected or appointed.

- 13.3 The candidate must be a member in good standing and satisfy Article 6.5 and/or Article 6.6.
- 13.4 The Executive Committee promotes equal access to all Executive Officer positions for eligible members with the goal of having an Executive Committee that reflects the diversity of the membership.
- 13.5 Elections for Directorate positions will occur at the Winter GMM with their tenure of one (1) year beginning May 1st. Elections for Administrative positions will occur at the Fall GMM with their tenure of one (1) year beginning in November 1st. Executives-at-Large are elected at each General Membership Meeting for a term of six (6) months.
- (a) All Executive Officers and Executives-at-Large shall be present at the meeting during which they are elected unless a signed letter attesting to their nomination is provided to the Executive.
 - (b) If a position remains unfilled or becomes vacant, the Executive Committee may appoint a member to temporarily fill the position until an election or by-election is held.
 - (c) By-elections may then occur at the following GMM for interim Executive Officer positions to be held until the designated GMM and beginning either from the designated tenure date or, occasionally, from the anticipated date of departure for the member currently holding that Executive position.
- 13.6 All members of the Executive Committee are accountable to the membership.
- 13.7 The Executive Committee shall:
- (a) Prepare and call General Membership Meetings;
 - (b) Ensure that positions taken by the Local are implemented and enforced;
 - (c) Administer the day-to-day business and assets of the Local;
 - (d) Inform the Membership of their important decisions;
 - (e) Ensure that the Collective Agreement is enforced;
 - (f) Support and develop inter-Union relations;
 - (g) Gather and distribute information relevant to members;
 - (h) Prepare Local policies that must be defined and approved by the participants of the General Membership Meeting;
 - (i) Approve any press releases or other communication with the public;
 - (j) Authorize disbursement, the maximum amount of which is \$2,000 unless approved otherwise by the membership in the adoption of the budget;
 - (k) Ensure that rules and regulations adopted by the membership are respected;
 - (l) Obey decisions made during the General Membership Meetings, which constitute a mandate to be executed on behalf of all the members of the Union;
 - (m) Establish any committee required to study, discuss and promote the goals of the Local and its members;
 - (n) Appoint members in good standing to represent the Local to various bodies in which the Local participates;
 - (o) Authorize all of the procedures and legal acts necessary to promote the best interests of the Local, receiving direction from the Union and the General Membership as needed;
 - (p) Recommend appointments for the Finance Committee.
- 13.8 Executive Committee meetings shall be conducted at least once per month. If any Executive Officer fails to be present at the call to order for any combination of three (3) Executive Meetings and/or General Membership Meetings in a year, excluding emergency meetings, the Executive Committee may declare the position vacant. Executives-at-Large are invited, but not required, to attend all Executive Committee meetings.

- 13.9 In order to determine consensus, all Executive Officers are expected to state their position on any actions and decisions requiring timely approval from the Executive Committee. If a decision must be made in advance of an Executive Committee meeting, each Executive Officer should choose to adopt, reject, or abstain from supporting a recommended action within 5 days of initial notification. If any Executive Officer fails to state their position for three (3) consecutive actionable items, to the end that consensus on these issues is not reached in a timely manner, the Executive Committee may declare the position vacant. Executives-at-Large are invited, but not required, to state their position; however, should they wish to do so, they must do so within 5 days of initial notification.
- 13.10 Should a Co-Director resign from their position or vacate the office for any reason, the position is filled by a fellow Executive Committee member from that Unit, based on consensus or vote as determined by the Executive Committee and until the next GMM where an election or by-election shall be held.
- (a) An Emergency GMM may also be called.
 - (b) When a fellow Executive Committee member serves as Standing Co-Director, their previous position may be filled by temporary appointment by the Executive Committee, until the position of Co-Director is duly elected, at which point the Standing Co-Director may resume the previous position for the remainder of its tenure.
- 13.11 Should any other office within the Executive Committee fall vacant for any reason, including resignation of an Executive Officer, the Executive Committee may appoint a temporary replacement until the next election or by-election. Temporary office holders shall be denoted by including "Standing" before the name of the office being held.

Article 14: EXECUTIVE COMMITTEE MEETINGS

- 14.1 An Executive Committee Meeting quorum will consist of a minimum of three (3) Executive Officers, one of which must be any of the following: a Co-Director or Chief Steward. Executives-at-Large do not count towards quorum requirements at Executive Committee meetings; however, they share equal voting rights with Executive Officers while in attendance.
- 14.2 The chair of the Executive Committee Meeting may be rotated between Co-Directors. Any member of the Executive Committee who chairs a meeting must be familiar with these By-Laws and the PSAC Rules of Order.
- 14.3 Executive Officers shall meet as deemed necessary in order for the Local to operate smoothly, but no less than once every month.
- 14.4 An Executive Committee Meeting must normally be called at least five (5) calendar days beforehand by notifying all Executive Officers, unless the scheduling of a meeting is made in the preceding Executive Committee Meeting.
- 14.5 While any Executive Officer can request an Executive Committee Meeting, the meeting notice should be sent by a Co-Director, using email, and it must contain the date, time, and location of the meeting, as well as the agenda.
- 14.6 In an urgent situation, a Special Executive Committee Meeting may be convened by either Co-Director, usually after an official notice of at least forty-eight (48) hours via both e-mail and telephone communication.
- (a) In the event that a consensus-based decision must be made within forty-eight (48) hours of an issue arising, or when a decision is otherwise deemed not to warrant a physical meeting but requires timely action, Executive Committee may discuss and state their positions through electronic

correspondence until consensus is reached. The date and context of the final decision should be noted in the minutes of the following Executive Committee meeting.

- (b) If at least two (2) Executive Officers feel a pressing issue still warrants a formal meeting, they may request that a final decision be delayed until a Special Executive Committee meeting is held.

- 14.7 A Co-Director must call for a Special Executive Meeting upon the request of at least three (3) members of Executive Committee. The agenda of the meeting must be proposed by the members requesting the meeting. The meeting must be called within forty-eight (48) hours after receiving the request.
- 14.8 In case an Executive Officer position is deemed vacant, the quorum of the Executive Committee shall be 50% of the seated Executive Officers.
- 14.9 In case of disagreement or dispute between Co-Directors or any other Executive Officers, the Executive Committee shall strive to identify and address issues fairly through collaboration and consensus-building. This may include conferring with the Regional Representative from the PSAC to determine the appropriate courses of action and resolution. Issues regarding harassment will be addressed through the PSAC's anti-harassment policy (and see Article 18.4).

Article 15: DUTIES OF EXECUTIVE OFFICERS, EXECUTIVES-AT-LARGE, & STEWARDS

- 15.1 Co-Directors (one member from Unit 1 and one member from Unit 2)
- (a) Are the spokespersons of the Local and shall serve as ex officio Local President for their respective Collective Agreement, in performing CA-defined tasks/roles and in interaction with the Employer;
 - (b) Shall alternate the task of chairing Executive Meetings;
 - (c) Liaises between the Local and: general membership; University administration; and external bodies relevant to the Local's objectives, including other Unions and organizations within the University of New Brunswick;
 - (d) Facilitates the smooth operation of the Executive Committee in order to meet the Union's long- and short-term goals;
 - (e) Schedules meetings and prepares the agenda and the materials with the assistance of the Secretary;
 - (f) May co-sign, with the Treasurer, any cheque or Financial Report;
 - (g) Signs all drafted meeting minutes received from the Secretary or their delegate and delivers them to the Communications Officer for online distribution;
 - (h) Has the right to be a member ex-officio of all committees of the Local, except those designated by the Employer and/or Local to be Unit-specific;
 - (i) Monitors compliance with the By-Laws and ensures that each member of the Executive Committee diligently carries out the duties of their position, responding to any Membership or PSAC requests for reports on Executive Committee and Officer activities;
 - (j) Monitors Local activities;
 - (k) Monitors, with the assistance of the Secretary and Communications Officer, all documents produced by bodies that have direct or indirect relations with the activities of the Local;
 - (l) Reports on their activities to the Executive Committee and at the General Membership Meeting in order to update members on the activities made by the committees and bodies on which they are seated;
 - (m) Represents the Executive Committee at the negotiation table with the Employer according to their designated Unit;
 - (n) Informs the Executive Committee of the status of negotiations with the Employer;
 - (o) In the event that a Co-Director is absent or disengaged for one (1) month or more without reasonable explanation and arrangements, the position may be deemed vacant;
 - (p) Hands over to their successor, at the end of their mandate, all Local property in their custody.

15.2 Chief Steward

- (a) Recruits Stewards and Grievance Officers to represent Hiring Departments (or equivalent) or other distinct groups within the Union such as members who are International, Indigenous, Women, Francophone, LGBTQ2S+, or other groups desiring representation;
- (b) Assumes or delegates the roles and responsibilities of the Steward for any Hiring Department or equivalent where the position is vacant;
- (c) Organizes, chairs and maintains the Steward's Committee/Network;
- (d) Collaborates with members of the Executive Committee located on each campus to maintain the Steward Network with both locations;
- (e) Establishes and maintains a Steward's Network communication system;
- (f) Ensures the proper application of the current Collective Agreement by both the Employer and the Local;
- (g) Is responsible, along with the Secretary, for keeping the member list updated and tracking each member's status as in good standing, Rand, and/or timed out;
- (h) Is responsible for coordinating with the Executive Committee, Stewards Network and the Employer to ensure all members receive Union information and their membership registration packages;
- (i) Assists fellow Executive Officers as appropriate;
- (j) Reports on their activities to the Executive Committee and at General Membership Meetings;
- (k) Hands over to their successor, at the end of their mandate, all Local property in their custody;

15.3 Treasurer

- (a) Maintains accurately the financial accounts of the Local;
- (b) Receives all revenue, fees and dues and ensures that all monies are promptly deposited into the Local's bank account;
- (c) Co-signs, with a Co-Director or Secretary, all cheques and Financial Reports;
- (d) Issues receipts as necessary;
- (e) Provides the Executive Committee with a brief financial report at every monthly Executive Committee meeting;
- (f) Makes disbursements as authorized by the Executive Committee or by approved motion at the General Membership Meeting;
- (g) Provides access to their financial books upon the request of any Executive Committee member of the Local;
- (h) Prepares the Budget, in consultation with the Executive Committee, and subsequently submits the same at the Winter General Membership Meeting for approval;
- (i) Provides the Financial Committee with any information that may be needed to complete the Audited Financial Report (See Article 17.02);
- (j) Responds to recommendations and concerns raised by the Financial Committee in writing and within a reasonable timeframe;
- (k) Reports on their activities to the Executive Committee and at General Membership Meetings;
- (l) Prepares the annual Financial Report, to be approved by the Financial Committee, and submits the same to the Executive Committee in preparation for presentation at the Fall General Membership Meeting;
- (m) Provides annual financial report and audited financial statements to the PSAC Regional Executive Vice-President of Atlantic Canada;
- (n) Hands over to their successor, at the end of their mandate, all Local property in their custody;

15.4 Secretary

- (a) Keeps a record of the proceedings of General Membership Meetings and Executive Committee meetings that is correct, full and impartial;
- (b) Delivers drafted minutes to the Co-Directors for signing within seven (7) days after a GMM or Executive Committee Meeting;
- (c) Selects and confirms delegate(s) to record proceedings of a meeting if they themselves are unable;
- (d) Is responsible, along with the Chief Steward, for keeping the member list updated and tracking each member's status as in good standing, Rand, and/or timed out;
- (e) Is responsible, along with the Co-Directors, for filing all Local documents;
- (f) Is responsible, along with the President, for meeting logistics;
- (g) Ensures that all Local communications are accurate, current and kept on file;
- (h) Ensures, along with the Co-Directors, that all alterations to the By-Laws are recorded and forwarded to PSAC;
- (i) Reports on their activities to the Executive Committee and at General Membership Meetings;
- (j) May co-sign, with the Treasurer or a Co-Director, any cheque or Financial Report;
- (k) Hands over to their successor, at the end of their mandate, all Local property in their custody.

15.5 Communications Officer

- (a) Assists fellow Executive Officers, as necessary, in the conduct of their duties;
- (b) Maintains and updates the Local's website(s) and social media pages;
- (c) Coordinates with the Graduate Student Association Fredericton and updates the Executive Committee;
- (d) Is responsible, along with the Secretary, for filing all Local documents;
- (e) Manages, with the Secretary, the information distribution system and implements updates of the Local and Union publications, Internet websites and other media;
- (f) Keeps the Executive Committee updated regarding the activities of other Teaching Assistant and Research Assistant Union Locals, especially graduate unions and unions for Post-Doctoral Researchers;
- (g) Reports on their activities to the Executive Committee and at General Membership Meetings;
- (h) Hands over to their successor, at the end of their mandate, all Local property in their custody;

15.6 Following elections, outgoing Executive Committee members (if still full members per Article 6.5) shall be invited to take an advisory role on the Executive Committee as Executives-at-Large (EAL). Remaining EAL positions may, by election or appointment, be filled by members seeking involvement with the administration of the Local. Preference must be given to members whose campus or Unit is not sufficiently represented by current Executive Officers. These members of the Executive Committee shall:

- (a) Assist Executive Officers, as necessary or for learning purposes, in the conduct of their duties;
- (b) Attend, whenever possible, monthly meetings of the Executive Committee;
- (c) Participate, when possible and appropriate, on other Committees of the Local;
- (d) Serve as Steward or Grievance Officer for their Hiring Department or equivalent;
- (e) Hand over to their successor, at the end of their mandate, all Local property in their custody.

15.7 Members of the Executive Committee shall also participate in various labour organizations on and off campus such as United Campus Labour Council (UCLC), Fredericton and District Labour Council (FDLC), the Saint John and District Labour Council (SJDLC), the New Brunswick Federation of Labour (NBFL), the Coalition of Graduate Employment Unions (CGEU), and any other PSAC committee or Area Councils, as deemed necessary. Participation may include necessary affiliation dues to be considered in each proposed Budget.

15.8 Steward

- (a) May represent members of a designated hiring unit (such as Hiring Department, Graduate Academic Unit, Faculty, or research group) and/or Equity Group;
- (b) Serves as liaison between their unit, its members, and the Union Executive;
- (c) Assists with information sessions and the completion of membership forms within their unit;
- (d) Assists with the circulation of information within their unit regarding Union events, campaigns and other activities;
- (e) Participates in, and assists with the organization of, Union events and workplace actions;
- (f) Connects unit members with appropriate Union representatives to address concerns and reports potential areas of concern or opportunity to the Stewards Network and Executive Committee;
- (g) Participates as members of Joint Committees, affiliated community groups, or assists in the creation and strengthening of relevant Union committees and/or events;
- (h) Works closely with, and under direction from, the Chief Steward and the Executive Committee.

15.9 Grievance Officer

- (a) Fulfills all the duties of a steward;
- (b) Completes available PSAC training in workplace conflict, discrimination & harassment, duty to accommodate, Equity group recognition, and general grievance handling;
- (c) Liaise with employment supervisors and faculty members to address relevant workplace concerns;
- (d) Provide representation to members for appropriate grievance hearings;
- (e) Seeks out training regarding subjects such as the duty to accommodate, workplace safety, discrimination & harassment, human rights, and supporting equity groups;
- (f) Confers with the Chief Steward and/or relevant Co-Director throughout grievance processes;
- (g) Assists the Executive Committee in enforcing the Collective Agreement and laws regarding labour, health & safety, human rights, and any other relevant policies.

Article 16: COMMITTEES

- 16.1 Participants at the General Membership Meeting or the Executive Committee may create or dissolve standing and, or, ad hoc committees.
- 16.2 Any member in good standing is eligible for membership on ad hoc and standing committees.
- 16.3 All committees of the Local shall be responsible for maintaining adequate records of their deliberations. Such records shall be submitted to the Secretary and kept on file.
- 16.4 The committees are only advisory in nature, and do not enjoy any enforceable influence.
- 16.5 At the time that any standing or ad hoc committee is created, the mandate, the requirements for membership, and the duration of activity will be described by the creating body.
- 16.6 Unless otherwise described at the standing or ad hoc committee's creation, the committee shall report to and advise the body that created it.
- 16.7 All standing or ad hoc committees are accountable to the body that created them.
- 16.8 Standing or ad hoc committees can work towards new policy and advice regarding existing policy, but they cannot contravene the Local's By-Laws or PSAC Constitution, policies or regulations. They must not act to undermine the work of the Local or the Union.

Article 17: FINANCIAL COMMITTEE

- 17.1 The Executive Committee may recommend two (2) Financial Committee Trustees to be approved by the Membership at General Membership Meetings or appointed by the Executive Committee in case of sudden vacancies. These Trustees shall be members in good standing, who are not also Executive Officers; Executives-at-Large may only qualify if they have not previously served as an Executive Officer during the previous fiscal year; qualified individuals external to the Local are also acceptable with the title of 'External Trustee'.
- 17.2 The Financial Committee shall:
- (a) Be given access to the accounting books and other invoices describing any expenditure;
 - (b) Review the books and accounts of the Local at least once per year;
 - (c) Monitor and approve the Financial Reports prepared by the Treasurer before being presented to the Executive Committee in preparation for the presentation at General Membership Meetings;
 - (d) Prepare a written Audited Financial Report to be submitted to PSAC within 90 days of the end of the fiscal year and presented at the Fall General Membership Meeting. This report may include any recommendations deemed appropriate to ensure that the Local's funds, records, and accounts are being maintained in a correct and proper manner. The report and recommendations shall be submitted to the Executive Committee before the Fall GMM;
 - (e) Upon acceptance at the GMM, the Treasurer will then submit the approved audited report to the PSAC Regional Executive Vice-President for Atlantic Canada and report back to the Executive Committee and Financial Committee.

Article 18: CODE OF RULES AND PROCEDURE

- 18.1 Proceedings shall be conducted in accordance with the Code of Rules of Procedure of the Public Service Alliance of Canada.
- 18.2 Amendments to UGSW Bylaws may be made by a two-thirds majority vote of the membership present at a General Membership Meeting.
- 18.3 Adoption of a revised set of Bylaws requires a two-thirds majority vote of the membership present at a General Membership Meeting.
- 18.4 The PSAC Statement on Harassment is to be read out and distributed at all Union events:
- Our union is made strong by Sisters and Brothers working together to improve our working lives and to preserve the rights that we have struggled to achieve. Mutual respect is the cornerstone of this cooperation. The PSAC Constitution states that every member is entitled to be free from discrimination and harassment, both in the union and at the workplace, on the basis of age, sex, colour, national or ethnic origin, race, religion, marital status, criminal record, disability, sexual orientation, gender identity or expression, language, class or political belief. Members are also entitled to be free from personal harassment.
- If you experience harassment at an event, contact the identified Anti-Harassment Resource Person(s) to discuss the situation and possible responses. Our initial approach is to encourage early and informal resolution and to facilitate our members speaking directly with one another to resolve the matter. If this is not successful or possible, the Constitutional and policy mandates on the issue of harassment will be fully and quickly enforced.
- Harassment in all its forms detracts from our common purpose and weakens our union. Let each one of us, as we work together on the important task at hand; treat each other with dignity and respect.