

Service Agreement

Between:

Public Service Alliance of Canada ("PSAC")

-and-

Teaching Assistants' Union of Memorial University of Newfoundland (TAUMUN)

(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 TAUMUN and its members by the PSAC and by TAUMUN, 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 TAUMUN 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;

And whereas the parties wish to ensure that the independence and trade union status of TAUMUN is at all times preserved under Newfoundland and Labrador law;

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.

This agreement is subordinate to and subject to the Affiliation Agreement entered into by TAUMUN and PSAC. For greater clarity, should any aspect of this Service Agreement impair the independence of TAUMUN under Newfoundland and Labrador law, that offending aspect shall be deemed void ab initio and be of no force or effect. The independent trade union status of TAJMIJN shall be at all times preserved.

TAUMUN shall:

- 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);
- Provide the liaison between its members and the PSAC Headquarters;
- Consult with the Employer on matters within the jurisdiction of TAUMUN, and advise PSAC Headquarters of matters that arise in those consultation processes;
- Subject always to the terms of the Affiliation Agreement, select and appoint staff, should it choose to employ staff, in accordance with the applicable provisions of the Constitution of both TAUMUN and PSAC, 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 TAUMUN union matters, should TAUMUN choose to do so;
- Obtain and disseminate to members upon their request, copies of financial statements of TAUMUN'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;
- TAUMUN shall not provide any services described or referred to in Article 1 1(10) of the Constitution and Regulations of the PSAC, without first engaging in meaningful consultation with PSAC and attempting in good faith to reach agreement on the content and other matters relating to the provisions of such services.

The PSAC (Regional Office Headquarters) shall:

- Subject always to the terms of the Affiliation Agreement, carry out all policies of the PSAC as established at National Conventions and by the National Board of Directors;
- Subject always to the terms of the Affiliation Agreement, coordinate and conduct collective bargaining in consultation with and on behalf of TAUMUN;
- Provide and deliver Union Education and Local Development activities;
- Subject always to the terms of the Affiliation Agreement, represent members at Arbitration / Adjudication in accordance with TAUMUN's duty of fair representation under any applicable labour relations statute;
- Encourage involvement and participation of TAUMUN 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 TAUMUN);
- Subject always to the terms of the Affiliation Agreement, 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, but which have not been ousted in favour of TAUMUN's exercising authority and control over those matters by the terms of the Affiliation Agreement entered into between TAMUN and PSAC;
- Subject always to the terms of the Affiliation Agreement, 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 TAUMUN 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; e Support and assist TAUMUN in its ongoing development and ability to self-service;
- Keep TAUMUN informed of and involved in regional committees, councils, conferences, and other activities of a similar nature;
- Assist representatives of TAUMUN in their consultations with the employer;
- Subject always to the terms of the Affiliation Agreement, perform such other duties and discharge such other responsibilities as may be properly assigned or delegated to it by PSAC Hcadquarters.

Direction of PSAC Dues by TAUMUN to PSAC

In accordance with the Administrative Protocol signed by the parties.

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.

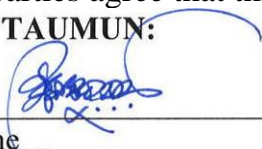
Nothing in this agreement shall authorize the taking of any action by any party which is contrary to any provisions of the Constitution and Regulations of the Public Service Alliance of Canada, as amended from time to time.

In the event that services to be provided to TAUMUN 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, spirit and intent of the Affiliation Agreement and the preservation of the independence of TAUMUN under Newfoundland and Labrador law. Nothing in this paragraph prevents the parties from participating in a process of "mediation-arbitration" of any such disputes.

The parties agree that this agreement shall remain in effect until the 1st day of July of 2018 upon which time it will be reviewed and updated as necessary.

For TAUMUN:

Name _____



_____ June 22, 2018 _____

President, TAUMUN francesca
Pnsch-Herr- _____

Witness name (please print)

Witness
signature

DATE

For Public Service Alliance of Canada:

Jeannie Baldwin

Regional Executive Vice President, Atlantic

DATE:

DATE

CESA & scern

Witness name (please print)

Baldwin

FRANCESCA BOSCHETTI

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Witness signature

F. Boschetti

June 22, 2015

June 22, 2015

June 22, 2015

DATE