Executive Meeting
PSAC 610

January 20, 2020
7:00 - 9:00 pm

Present: Matt, Ari, Katie, Greg, Wes, Reza
Absent: Sandeep, Anil
Regrets: Dika, Dicho

Call to order: 7:00pm

Approve agenda (with amendment to add approval of minutes)
All in favour

Approve the minutes
4-1-0

Agenda

1. Approve the Agenda
2. Approve the minutes of last meeting
2. Hiring of a Bookkeeper / Date of the stewards meeting
3. Motions
4. Unfinished Business
5. New Business
6. Adjourn – Next meeting Thursday, January 30

Hiring of a Bookkeeper

- Article 15 of the bylaws
  - Job descriptions shall be written by the Executive and approved at a Stewards’ Meeting before any individual shall be hired by the local. Job descriptions shall include, but are not limited to: job title, duration of employment, duties and compensation.

Discussion:
- Ari: To hire a new staff member we need to get approval at the stewards meeting. This is approving the language to bring to the stewards meeting
- Matt: Would this position be presenting the budget at the AGM?
- Ari: Yes they would.
- Matt: Why would the contract be until January 1, 2021?
Ari: This is the interim term for this position and we would begin to have regular contract renewals at this point. Either yearly or every 2 years. Anything else we need to add? Signing authority would stay with the 4 original executives not this position.

Katie: When is the stewards meeting?

Ari: We could potentially have a general meeting. We would need 2 weeks notice for the meeting (Feb. 4th is the earliest we could hold one). This would be beneficial because the negotiator is coming in and he potentially could give a presentation to the stewards. We could potentially begin the meeting at 6 (and start registration at 5:30).

Matt: Call the question (Wes Seconds)

Motion as amended to hire a new book keeper
All in favour
6-0

Motion:

Whereas PSAC 610 recently had the resignation of our part time staff member; and
Whereas PSAC values the work, life, student balance of our executive; and
Whereas it is important that PSAC 610 stay up to date on finances; and
Whereas we have recently been fined by CRA for not getting our taxes filed on time

BIRT the PSAC 610 executive present the following job description to the membership

Hours

- The employee is a contract position for a fixed term and will start March 1, 2020 and will expire January 1, 2021.
- **A minimum** of 5 hours per week
  - Office is open Monday to Friday 8:45 am to 3:30 pm
  - All work shall occur during these hours.
- Office is closed when the university is closed
- Upon mutual agreement, Employee may take on additional hours for specific projects requested by the employer. Employee and employer will agree on how many extra hours are needed to complete projects.

Compensation

- The rate of pay will be $22.50 / hour.
- Overtime pay is 1 ½ times the employee’s regular rate of pay. Overtime is paid on a bi-weekly basis when the employee has worked more than 20 hours.
• On public holidays the employee will receive a public holiday pay. If the employee works on a public holiday, they are entitled to public holiday pay plus a premium pay for each hour worked.

• Paid Vacation – 1 hour of paid vacation will be granted for each month at the position.
  o Consists of 4% gross wages (excluding vacation pay) earned in the 12-month vacation entitlement year or stub period
  o Can be divided and taken at different time points.
  o Preferably be taken during periods that are slow (i.e. not during the end of the academic or physical year)
  o If additional time off is required, it will be non-paid

• Personal Emergency Leaves
  o Entitled up to 10 hours of personal emergency leave due to personal illness, injury or medical emergency; or death, illness, injury, medical emergency or urgent matter relating to, but not excluded to, family members, spouses, or dependents.
  o 2 out of the 10 hours will be paid.

Benefits
• The Local will reimburse the employee for bus tickets, or Western university parking (employee’s choice) while performing duties for the local

Relationship to the Executive Officers
• Follow the directions of the President and the Administrative Chair unless otherwise instructed to report to another executive officer.
• Keep open communications with the finance chair to update the yearly budget.
• Send work log sheets to the Administrative Chair once every two weeks for approval prior to printing the cheques.

Duties
• Be responsible for the finances of the local. This includes the following:
  o Conduct the financial affairs of the Local in accordance with the Generally Accepted Accounting Practices (GAAP) of the Canadian Institute of Chartered Accountants
  o Maintain the financial records of the Local, including proper receipt and disbursement tracking
  o Keep a continuous record of all dues payments and other assessments in both digital and hard copy format
  o Ensure the Local’s portion of dues and other assessments are paid to the Local
  o Ensure that all monies received are deposited at a financial institution approved by the Stewards on behalf of the membership
  o Ensure all bills authorized for payment by the membership or Executive are paid
  o Prepare a financial statement within fifteen (15) days if requested by the Executive
  o Prepare and present an updated budget to the Executive Committee at the conclusion of each term
• Ensure the Local’s financial statements are audited in advance of the Annual General Meeting, prior to distribution at that meeting
• Work with the executive to transfer signing authority over the Local’s bank account to new Executive officers when his/her term is complete
• Be the primary contact person for CRA.
• Reconcile accounts in a timely manner

Other Duties
• Attend annual general meeting, general meetings, and stewards meetings only when instructed by the appropriate Executive Officer.
• Assist officers with financial matters as needed on the direction of the administrative chair and president.
• Contact the administrative chair or president if days off are needed.
• Provide training upon request.

Confidentiality
• The duties of Employee involve access to information that is important to the privacy of members.
• The duties of employee involve access to information that may negatively impact the operations of employer should it be openly disclosed
• As used throughout this agreement, the term confidential information means information not generally known to third parties and which is proprietary to employer including information about employers lobbying strategies ongoing grievances, plans for negotiation. Additionally, the term Confidential Information means that information about members of Employer that pertains to their particular working conditions or to their particular health care needs. All information of Employer that is disclosed to Employee or to which Employee obtains access, whether originated by Employee or by the discloser or others, shall be presumed to be Confidential Information.
• It is understood that unauthorized disclosure or use, whether intentional or unintentional, of any of the Confidential Information would be detrimental to Employer. Accordingly, Employee agrees:
  o Not to disclose to any third party the object and scope of the discussions between the parties, except as required by law or as may be necessary to enforce the terms thereof.
  o Not to use any of the Confidential Information for any purpose other than for or in connection with the assigned duties of Employee;
  o To maintain all of the confidential information in confidence and not to disclose any portion of the Confidential Information to any person or entity not authorized hereunder without the consent of Employer;
  o That any dissemination of Confidential Information shall be only in connection with the assigned duties of Employee, and shall be only to Employees, agents or affiliates of
Employee who have a need to know said Confidential Information in order for Employee to carry out proper purposes and responsibilities related to Employee’s discussions with Employer and the assigned duties of Employee and who have been advised of the confidential nature of such information; and

- That, upon termination of Employment between the parties or upon Employer’s request, all records, any compositions, articles, documents, and other items which contain, disclose and/or embody any confidential information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, shall be returned to Employer or destroyed by Employee, and Employee will certify that the provisions of this paragraph have been complied with.

- The obligations above shall not apply to information which:
  - Is or becomes a part of the public domain through no act or omission of Employee;
  - Can be shown to be already possessed by employee as of the date of disclosure;
  - Shall be made available to employee on a non-confidential basis by a third party having a right to do so;
  - Is disclosed by order of a court of competent jurisdiction; or
  - Employer authorizes, preferably in writing, for release.

Open Door Policy

- PSAC 610 values clear and honest communication with its employees.
- The employee has the right to be open and transparent with the Employer. The Employee is encouraged to ask questions, discuss suggestions, and address problems or concerns with the Employer.
- If the Employee has continual concerns or conflict with an executive officer other than the President, they are encourage to notify the President with a formal complaint. As per by law 4.2.20 the President has the right to form a disciplinary committee to mediate an equitable resolution.
- If the conflict or concern is against the President, the Employee can notify the PSAC Regional Vice President.

Continuation of the Contract

- This initial contract is expected to continue until January 1, 2021.
- By September 1, 2020, the President and Administration Chair will meet with the Employee to discuss any potential changes to the contract. This meeting shall include a proposal from the Employee as to whether the hours allotted need to be expanded because of insufficient time to complete duties.
- Employee will provide written notice of 2 weeks to the appropriate executive officer if the Employee is not able to continue in their duties and thus end this contract. At this time, Employer may demand that Employee immediately discontinue in their duties. If this is the case, Employer will pay Employee all outstanding wages plus severance pay on par with the Ontario
Ministry of Labour Standard (months worked / 12 x weekly pay rate) The Employee will then immediately surrender all work product to the Employer.

- The Employer can only end this contract if they can show, without prejudice or precedent, cause that there is a serious violation of the terms of this contract. If this is the case, the Employer will pay Employee all outstanding wages plus severance pay on par with the Ontario Ministry of Labour standard (months worked / 12 x weekly pay rate).

**Motions**

Ari presents motion (Matt seconds):

Whereas four members of our local died aboard flight 752; and
Whereas our local would like to assist their families in any way that we can.

BIRT the executive apply for the mental health fund, extended health plan, and financial assistance fund on behalf of the members to send to their families to help with funeral and other expenses.

Discussion:
- Matt: We already have the money in the budget for these members and this is money that is entitled to for their families.
- Reza: Do you know how to get in contact with these families?
- Ari: SOGS has been in communication with these members and can help to facilitate this.
- Reza: If you can’t find a way to send the money, then I know someone who can get in contact with them and look for a way

Motion proposed by Ari as amended (Matt Seconds)
All in favour
6-0

Whereas there is an excess of $5,215 from the stewards stipend line item from the 2018 /2019 budget; and
Whereas the previous president advised the current president and finance chair to do a one-time increase to stewards stipends for the 2018 / 2019 year; and
Whereas PSAC 610 stewards did an excellent job performing their duties in 2018 / 2019

BIRT the steward stipend line item of $8,000 for 2018 / 2019 be evenly distributed to the 2018 / 2019 stewards; and
**BIFRT the bylaws committee proposes increases to steward stipends to equally distribute the budget line item amongst stewards for that fiscal year.**

Discussion:
- This was brought up in a previous meeting but I could not find it specifically in previous meeting minutes. So we can get it on record now.

Motion Amendment (bolded):
4-1-1
and Ari abstained
Passes

Proposes Amended motion (Matt seconds):
2-1-3
Notable abstentions: Greg, Ari, Katie
Notable opposed: Reza

Whereas the finance chair has been late or failed to pay taxes, pay employees, pay stewards, begin the audit process, and reconciling accounts; and
Whereas the finance chair did not present an updated budget to the Executive Committee at the end of term or present a budget update at the Fall Stewards Meeting

BIRT the finance chair’s pay be postponed *starting from the January, 2020 pay period* until they have completed their duties and reported the duties completion to the executive.

Motion (Seconder Greg):

Discussion:
- Matt: Amendment (bolded) seconded by Greg
- This is a clarity issue
- Reza: point of information – was the report from the stewards meeting or the executive meeting. There should be clarification about what tasks need to be caught up to show improvement.
- Matt: Point of order this isn’t discussion of the amendment
- Call the question (Greg – seconder Katie)
  - 4-0-2
- Vote on the amendment
  - 3-0-3
  - passes
- Discussion:
- Reza: We should follow the bylaw – I don’t know if we can legally do a postpone of pay. Legally if someone’s pay can be postponed, there should be some regulation. There is an attachment in our bylaws that suggests what we should do if someone is not fulfilling their duties.
Ari: In our bylaws it states that everyone will be compensated, it does not say when people will be compensated. In the past it would all be given at the end of the year. Second of all we’re not employees of the union, we are elected positions.

Greg: compensation implies that they should be doing something for pay

Matt: There is nothing in the bylaws that forbids us to do this.

Motion as amended
- 3-0-3
- Notable abstains: Katie, Ari, Reza
- Passes

New Business:
Ari: We have purchased a printer for bargaining as requested by the negotiator

There is a labour management meeting next week Tuesday. We are exchanging demands that day

We are planning to hold a stewards meeting Feb. 4th, 2020 at 6pm.

Reza: Question about the finance chair. Who will take care of the cheques for EC and others?

Ari: I know how to write cheques and have been doing it since October.

Reza: Quick update about what we discussed last meeting (moving the $2000 in the budget). I have discussed with some friends of the victims and most of the Iranian community at Western have agreed that they like this idea remember the event and create a memorial for the victims.

Wes: SOGS is looking for a meeting to discuss the PSAC/SOGS relationship? If anyone is interested in joining these conversations, please email me.

Motion to Adjourn (Katie Seconder Greg)
6-0-0