

**PROFESSIONAL  
SERVICES  
BARGAINING UNIT**

**LOCAL 4252**

**2015**

**BARGAINING GUIDELINES SGEU**





**Professional Services  
Saskatchewan Polytechnic**

# **Bargaining Guidelines**

## **2015**

**RECOMMENDED BY THE MEMBERSHIP OF  
PROFESSIONAL SERVICES BARGAINING UNIT  
LOCAL 4252  
ON NOVEMBER 21, 2015**

**AND**

**APPROVED BY THE  
MEMBERSHIP, CONSTITUTION & LEGISLATION COMMITTEE  
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## Table of Contents

Article	Description	Page
1.0	Definitions .....	2
2.0	Preamble.....	2
3.0	Roles and Responsibilities .....	2
3.1	Stewards.....	2
3.2	Chief Steward .....	5
3.3	Campus Committee .....	6
3.4	Steering Group.....	8
3.5	Bargaining Committee Sub-Committees.....	9
3.6	Bargaining Committee .....	9
3.7	Bargaining Committee Chair .....	11
3.8	Bargaining Committee Vice-Chair.....	12
3.9	SGEU Staff Representative .....	12
4.0	Nomination/Election of Officials.....	13
4.1	Steward.....	13
4.2	Chief Steward .....	14
4.3	Campus Committee Officers.....	14
4.4	Bargaining Committee .....	16
4.5	Steering Group.....	17
4.6	Bargaining Committee Sub-Committees.....	18
5.0	Oath of Office .....	18
6.0	Recall of Elected Officials .....	19
7.0	Proposals Gathering and Proposals Conference .....	20
8.0	Ratification of a Tentative Agreement .....	22
9.0	Job Action .....	24
10.0	Communication .....	25
11.0	Rules of Order for All Membership Meetings .....	25
12.0	Amendments to Bargaining Guidelines .....	26
13.0	Structure .....	27

## **1.0 Definitions**

- 1.1 **Affirmation – a motion to confirm support of a single candidate, requiring a seconder and simple majority of those in attendance.**
- 1.2 Department – an identifiable and distinct administrative service.
- 1.3 **District – a department or program of twenty-five (25) members or portion thereof served by a steward. A district may be comprised of more than one Department or Program.**
- 1.4 Program – an administrative grouping **providing service(s) to** courses identified as a program.
- 1.5 Recall – refers to a process by which an elected official can be replaced.
- 1.6 Simple majority – refers to fifty percent (50% +1) of the votes.
- 1.7 **Zone – refers to one chief steward per ten (10) districts or portion thereof.**

## **2.0 Preamble**

- 2.1 These written **Professional Services Bargaining Unit (PSBU)** guidelines shall be available to the membership after being **recommended at** the Proposals Conference **and after final approval of the Membership/Constitution and Legislation (MC&L) Committee.**
- 2.2 Amendments shall be made by a simple majority of the voting delegates at the Proposals Conference, unless otherwise specified.
- 2.3 Members should review current Bargaining Guidelines and recommend changes to the next Proposals Conference.
- 2.4 Upon request, members shall be **provided** a copy of the Collective Agreement and any signed Letters of Understanding affecting them.
- 2.5 The Saskatchewan Polytechnic Professional Services Bargaining Unit consists of four (4) Campuses – Saskatoon (including the Administrative Offices), Moose Jaw, Regina and Prince Albert.

## **3.0 Roles and Responsibilities**

### **3.1 Stewards**

Shall represent members working within the Professional Services Bargaining Unit.

3.1.1 Term of Office  
Two (2) year term and whenever vacancy occurs. **Term shall be effective July 1 to June 30.**

3.1.2 Election(s)  
**Stewards will be elected as per Article 4.0.**

3.1.3 Responsibilities and Duties

**Stewards shall:**

3.1.3.1 Enforce the Collective Agreement, identify **violations and research complaints. They may also meet with management to resolve problems and may prepare and file grievances in consultation with the Campus Chair or designate.**

3.1.3.2 Meet new employees/members and introduce them to the Union. Explain the role of the Union and the Collective Agreement. **Orient** new members **to SGEU through SGEU.org.**

3.1.3.3 Educate the membership about their rights and obligations under the **Professional Services Collective Agreement and Bargaining Guidelines, the SGEU Constitution, policies and procedures. Mobilize members to take part in proposals gathering, collective-bargaining support activities, internal union meetings and elections, and other union campaigns.**

3.1.3.4 Hold worksite meetings to discuss workplace problems. Stimulate members by letting them know what the Union is doing to solve their common problems.

3.1.3.5 Keep the bulletin board(s) up to date.

3.1.3.6 Keep members informed about what happens at Union meetings, about planned Union activities and the anticipated plans of the employer.

3.1.3.7 Have knowledge of the **SGEU** constitution the bylaws of the sector.

3.1.3.8 Work for one hundred (100) percent active Union involvement in the workplace.

3.1.3.9 Encourage members to participate in the Union.

3.1.3.10 Listen to the members.

3.1.3.11 Ensure membership confidentiality – anonymity is important.

- 3.1.3.12 Follow up on problems – keep members informed.
- 3.1.3.13 **Research** all membership issues – follow up to get facts and take appropriate action.
- 3.1.3.14 Know the bargaining rights and the protection provided to members through the Collective Agreement.
- 3.1.3.15 Keep up to date on issues by reading Union Publications, then discuss them with fellow workers.
- 3.1.3.16 Complete the **basic union course** as per SGEU Constitution – Article **5.5.8** or equivalent, **with a willingness to pursue additional union courses**.
- 3.1.3.17 Other duties **delegated by the Campus Chair and or Steering Group**.
- 3.1.3.18 **Refer issues regarding harassment, bullying and other conflicts in the workplace to the employer.**
- 3.1.3.19 **Provide information on programs available to members through the union and employer, such as Workers' Compensation, Long-Term Disability, and Employee & Family Assistance Plans, workplace policies and procedures, SGEU policies, Steward Manual, and union resource people.**
- 3.1.3.20 **Identify future collective agreement proposals.**

#### 3.1.4 Replacement of Stewards

In the event of a Steward vacancy during the collective bargaining process or during strike action, the appointment of a temporary Steward shall be made on an interim basis by the Campus committee until an election can be held. This will ensure members in the affected area have representation until an election can be conducted. **Every effort will be made to fill the vacancy within thirty (30) days.**

- 3.1.4.1 **When a steward is elected as Campus Chair, the expectation is that they will be replaced as that district's steward.**

#### 3.1.5 Recall

Stewards may be recalled as per Article 6.0 – Recall of Elected Officials.



## **3.2 Chief Steward**

### **3.2.1 Term of Office**

Every two (2) years and whenever a vacancy occurs. **Term shall be effective July 1 to June 30.**

### **3.2.2 Elections**

**Chief Stewards will be elected as per Article 4.0.**

### **3.2.3 Responsibilities and Duties**

#### **Chief Steward(s) shall:**

3.2.3.1 Assist Stewards with the concerns of their members.

3.2.3.2 Assist, **as needed**, the Grievor and the Steward at the second step of the grievance.

3.2.3.3 **Advise other elected PSBU leaders of issues and developments in your workplace.**

3.2.3.4 Encourage Steward involvement in Union structure.

3.2.3.5 Be responsible for providing Collective Agreement education to Stewards.

3.2.3.6 Know the grievance procedure in relation to the Saskatchewan Government and General Employees' Union Structure and in particular the Provincial Grievance Committee.

3.2.3.7 Ensure that the Stewards know and follow the appropriate grievance procedure.

3.2.3.8 **Complete the basic union course as per SGEU Constitution – Article 5.5.8 or equivalent, and be willing to pursue additional union courses.**

3.2.3.9 **Inform stewards and members of changes in the collective agreement or interpretation, and of relevant arbitration decisions.**

3.2.3.10 **Conduct all Campus elections as per the Bargaining Guidelines, Article 5.1**

3.2.3.11 **Other duties as delegated by the Campus Chair and or Steering Group.**

### 3.2.4 Replacement of Chief Steward

3.2.4.1 **In the event of a Chief Steward vacancy during the collective bargaining process or during strike action, the appointment of a temporary Chief Steward shall be made on an interim basis by the Campus committee until an election can be held. This will ensure members in the affected area have representation until an election can be conducted. Every effort will be made to fill the vacancy within thirty (30) days.**

3.2.4.2 **During the period of Chief Steward vacancy, the Campus Vice-Chair will assume the duties of Chief Steward.**

### 3.2.5 Recall

Chief Steward may be recalled as per Article 6.0 – Recall of Elected Officials.

## 3.3 Campus Committee

### 3.3.1 Definition

The Campus Committee is a Committee of Stewards and, at a minimum, shall be made up of one (1) steward **for a district** of twenty five (25) members or portion thereof. However, Campus Committees should encourage the election of a Steward for each **district** even when members are less than twenty-five (25). Individual Steward members may not vote in more than one (1) **district**. Steward lists shall be maintained by the Education Sector #4.

### 3.3.2 Term of Office for Elected Officials

Elected officials shall serve a two year term **and will be elected as per Article 4.0. All terms shall end at the same time. The exception to this is the Campus Chair who shall remain in office until the next Call for Proposals as per Article 7.0.**

### 3.3.3 Campus Committee Executive Composition

#### 3.3.3.1 The Campus Committee Executive Composition:

**Campus Chair, Campus Vice-Chair, Chief Steward. These three (3) officers are the campus representatives to the Steering Group.**

### 3.3.4 Responsibilities and Duties

#### 3.3.4.1 Campus Chair

**The Campus Chair shall:**

- 3.3.4.1.1 Have voting powers at all Campus Committee meetings on any question on which there is an equality of votes, her/his vote shall be decisive.
- 3.3.4.1.2 Attend all Campus Committee meetings, unless absent with cause. Preside at all meetings and enforce a due observance of the Constitution of the Union, the Bargaining Guidelines of the Professional Services Bargaining Unit and Bylaws of the Education Sector.
- 3.3.4.1.3 Be informed and knowledgeable of all job actions and other major initiatives undertaken by the Union and/or the Bargaining Unit.
- 3.3.4.1.4 Keep the Campus Vice-Chair current on all business occurring on the Campus and in the Bargaining Unit.
- 3.3.4.1.5 **May** act as a signatory on documents and cheques drawn on Campus Committee funds, as required, in the conduct of Campus affairs.
- 3.3.4.1.6 Report to the General Membership Meetings.
- 3.3.4.1.7 **It is the expectation that the Campus Chair will be the local representative on the Bargaining Committee. See Article 5.5.**

3.3.4.2 Campus Vice-Chair

**The Campus Vice-Chair shall:**

- 3.3.4.2.1 In the absence of the Campus Chair, assume all duties and powers of the Campus Chair.
- 3.3.4.2.2 Attend all Campus Committee meetings unless absent with cause.
- 3.3.4.2.3 In the event of the resignation of the Campus Chair, the Campus Vice-Chair shall assume all duties and powers of the Campus Chair until an election for Campus Chair can be held as per Article 4.3.1.2.

3.3.4.3 Campus Treasurer

**The Campus Treasurer shall:**

- 3.3.4.3.1 Submit the per capita rebate information to the Treasurer, Education Sector on an annual basis.
- 3.3.4.3.2 Be responsible to monitor, track, and verify all expenditures from the per capita rebate monies.
- 3.3.4.3.3 Reconcile all expenses and submit a report to SGEU Professional Services Bargaining Committee annually.

3.3.5 Recall

Elected Officials may be recalled as per Article 6.0 – Recall of Elected Officials

**3.4 Steering Group**

3.4.1 **Term of Office**

Elected officials shall serve a term as per Article 4.0.

3.4.2 **Steering Group Composition**

**Steering Group members will consist of each Campus Committee Executive: Campus Chair, Campus Vice-Chair and Chief Steward, as well as Bargaining Chair.**

3.4.3 Responsibilities and Duties

**The Steering Group shall:**

3.4.3.1 Represent the views of their membership at meetings.

3.4.3.2 Educate their membership about the proposal package and bargaining process.

3.4.3.3 Identify key issues with the membership.

3.4.3.4 Assist in the preparation of the proposals.

3.4.3.5 Provide direction to the **Bargaining** Committee.

3.4.3.6 Actively participate and vote on whether ratification or strike votes are to be considered. In the event votes are to be conducted, the committee shall determine the process (meetings/mail-in ballots or combination thereof).

3.4.3.7 Attend meetings called by the **Bargaining** Committee Chair.

3.4.3.8 Attend the Proposals Conference.

3.4.3.9 Provide a process to deal with any issues that arise within the Bargaining Unit that are not covered in the Bargaining Guidelines.

3.4.3.10 The Steering Group may petition the Chair of the **Bargaining** Committee to call a meeting of the Steering Group. The Chair must call such a meeting if five (5) members of the Steering Group petition it.

#### 3.4.4 Recall

Members of the Steering Group may be recalled as per Article 6.0 – Recall of Elected Officials.

### 3.5 **Bargaining Committee Sub-Committees**

3.5.1 The **Bargaining** Committee shall put out a call for committee members to determine membership on **Bargaining** Committee sub-committees, subject to review by the Steering Group. **Elections shall be conducted as per Article 4.6.**

3.5.2 The following are sub-committees of the **Bargaining** Committee.

The Union member **on** the:

- a) Job Evaluation Committee
- b) Job Evaluation Appeal Committee
- c) Harassment Prevention Committee
- d) **OH&S Committee(s)**
- e) **Sask Polytech Employee Awards Committee**
- f) Other such sub-committees as the **Bargaining** Committee may determine from time to time.

3.5.3 The mandates of the **Bargaining** Committee sub-committees shall be established by the **Bargaining** Committee, subject to review by the Steering Group.

3.5.4 **Members will be responsible to report to the Bargaining Committee following each sub-committee meeting.**

#### 3.5.5 Recall

Members of the **Bargaining** Committee Sub-committees may be recalled as per Article 6.2 – **Bargaining** Sub-Committee(s) Recall.

### 3.6 **Bargaining Committee**

3.6.1 The **Bargaining** Committee shall be formed by the election process determining the Campus Chairs and is composed of the four (4) Campus Chairs and the **Bargaining** Committee Chairs or other designates as determined by Article 4.4.1.

3.6.2 Term of Office

3.6.2.1 The **Bargaining** Committee shall remain in office until the next Call for Proposals **as per Article 7.0** and will be formed from the process determining the Campus Chairs and Steering Group.

3.6.2.2 **Bargaining Committees will overlap for the purposes of transition of information. At least one (1) joint meeting will be held with the previous Bargaining Committee and the newly formed committee.**

3.6.3 **Election**

**Election of Bargaining Committee Chair and Vice-Chair as per Article 4.4.**

3.6.4 Responsibilities and Duties

**The Bargaining Committee shall:**

3.6.4.1 Have the sole responsibility to negotiate all provisions, proposals and amendments to the Collective Agreement in all matters.

3.6.4.2 Host a Proposals Conference as per Article 7.0.

3.6.4.3 Be responsible for bargaining the proposal package, as directed by the Proposals Conference.

3.6.4.4 Deal with issues arising during the term of the Agreement.

3.6.4.5 Approve in advance any communication with the employer regarding negotiations.

3.6.4.6 Be responsible for short-term decisions with regards to negotiations and bargaining strategies, subject to their responsibility to the Steering Group.

3.6.4.7 Act as the Grievance Committee for the bargaining unit.

3.6.4.8 Be ultimately responsible to the Steering Group.

3.6.4.9 **Act as the member representatives on the Union Management Dialogue Committee.**

3.6.4.10 **It is the expectation that the Bargaining Committee will be the five (5) representatives to the Education Sector Executive Committee.**

### 3.6.5 Expenses

3.6.5.1 **Bargaining committee members will be eligible for reimbursement of basic membership annual fee for Canadian Automobile Association (CAA).**

3.6.5.2 **Bargaining committee members will be eligible for reimbursement to a set amount to cover SaskTel cell phone expenses.**

### 3.6.6 Recall

Members of the Bargaining Committee may be recalled as per Article 6.0 – Recall of Elected Officials

## 3.7 Bargaining Committee Chair

### 3.7.1 Term of Office

The **Bargaining** Committee Chair shall serve a term in accordance with Article 3.6.2

### 3.7.2 Election

**Shall be elected as per Article 4.3.**

### 3.7.3 Responsibilities and Duties

**The Bargaining Committee Chair shall:**

3.7.3.1 Be chief spokesperson for the **Bargaining** Committee.

3.7.3.2 Have voting powers at all **Bargaining** Committee meetings on any question on which there is an equality of votes, her/his vote shall be decisive.

3.7.3.3 Attend all **Bargaining** Committee meetings, unless absent with cause. Preside at all meetings and enforce a due observance of the Constitution of the Union, the Bargaining Guidelines of the Professional Services Bargaining Unit and Bylaws of the Education Sector. If absent with cause, delegate the Vice-Chair to chair such meetings.

3.7.3.4 Communicate with the President of SGEU and the Union regarding **the** Professional Services Bargaining Unit.

3.7.3.5 Communicate with the Provincial Council of SGEU and its Committees.

3.7.3.6 **Ensure** the preparation and distribution of all printed material, correspondence, minutes of meetings and other such information as the **Bargaining** Committee or Steering Group may require from time to time.

- 3.7.3.7 **Call** meetings of the **Bargaining** Committee, either upon request of a majority of members on the **Bargaining** Committee or as he/she deems **necessary**. **This committee shall meet a minimum of ten (10) times a year.**
- 3.7.3.8 **Call** meetings of the Steering Group either upon request of the Steering Group as per 3.4.3.1.10 or as the **Bargaining** Committee deems necessary.
- 3.7.3.9 Be responsible, **along** with the **Labour Relations Officer** from SGEU, for all grievances and shall liaise, as required, with the Provincial Grievance Committee.

#### 3.7.4 Recall

The Bargaining Committee Chair may be recalled as per Article 6.0 – Recall of Elected Officials

### 3.8 **Bargaining Committee Vice-Chair**

#### 3.8.1 **Term of Office**

The **Bargaining** Committee Vice-Chair shall serve a term in accordance with Article 3.6.2.

#### 3.8.2 **Election**

**Shall be elected as per Article 4.4.3.**

#### 3.8.3 **Responsibilities and Duties**

#### **The Bargaining Committee Vice-Chair shall:**

- 3.8.3.1 Perform the duties of the Chair in his/her absence.
- 3.8.3.2 Perform such other duties as may be delegated by the **Bargaining** Committee Chair from time to time.

#### 3.8.4 **Recall**

The Vice-Chair of the Bargaining Committee may be recalled as per Article 6.0 – Recall of Elected Officials

### 3.9 **SGEU Staff Representative**

- 3.9.1 The Staff Representative's role is advisory, subject to duties as assigned by the **Bargaining** Committee.
- 3.9.2 Assignments are made by the **Director of Membership Services (DMS)**, of the SGEU, subject to consultation with the **Bargaining** Committee. The



**Bargaining** Committee can ask the **DMS** to remove the Staff Representative from the assignment if the committee has sufficient reason(s).

## **4.0 Nomination/Election of Officials**

### **4.1 Steward**

#### 4.1.1 Nomination

4.1.1.1 Nominations and elections of stewards shall be under the direction of the **Chief Steward or designate.**

4.1.1.2 Any member in good standing may be nominated for steward.

4.1.1.3 Nomination forms shall be made available to all members.

4.1.1.4 All nomination forms shall be signed by the nominator **from within the district.** Nomination forms that do not have the required signatures will not be accepted.

4.1.1.5 **If there is no nomination for a steward from within a specific district, a nominee can be submitted from another district. The nominator must be from within the district the steward will represent.**

4.1.1.6 The call for nominations will be posted or emailed and will remain open for **fourteen (14) days** prior to the election being held. **The election meeting will be held within three (3) days of the close of nominations.**

#### 4.1.2 Election

4.1.2.1 Elections will take place **thirty (30) days** before the term expires or whenever a vacancy occurs.

4.1.2.2 Notice of the steward election **will include the time (12 noon), place and date nominations will close and** will be posted or mailed out at least **fourteen (14) days** prior. **Concurrently, the date, time and place of the steward election(s) will be posted. The election meeting will be held within three (3) days of the close of nominations. The district will be advised immediately after close of nominations of the candidate(s).**

4.1.2.3 The Steward shall be elected by a simple majority vote of the members in attendance **in the district/department they have been nominated in.** The vote shall be conducted by secret ballot.

4.1.2.4 **In the event of a single nominee, the nominee is required to be affirmed by the district they represent.**

4.1.2.4.1 **In the event of non-affirmation a new call for nominations shall immediately be issued.**

## **4.2 Chief Steward**

### 4.2.1 Nomination

4.2.1.1 Nominees for Chief Steward must already hold the office of steward, have completed **basic union course** and be willing to complete **other available courses** during the term of their office.

4.2.1.2 Nomination forms shall be signed by the nominator s. Nomination forms that do not have the required signatures will not be accepted.

4.2.1.3 **Forms will be collected by Campus Vice-Chair.**

### 4.2.2 Election

4.2.2.1 One (1) Chief Steward for every **campus city**.

4.2.2.2 Elections will take place **thirty** (30) days before the term expires or whenever a vacancy occurs.

4.2.2.3 Notice of the Chief Steward election **will include the time (12 noon), and date nominations will close and** will be posted or mailed out at least **fourteen** (14) days prior to the meeting. **Concurrently, the date, time and place of the Chief Steward election will be posted. The election meeting will be held within three (3) days of the close of nominations. The Campus members will be advised immediately after close of nominations of the candidate(s).**

4.2.2.4 The Chief Steward shall be elected by a simple majority vote of the Campus **stewards** in attendance. The vote shall be conducted by secret ballot.

4.2.2.5 **In the event of a single nominee, the nominee is required to be affirmed by the Campus Committee.**

## **4.3 Campus Committee Officers**

### 4.3.1 Chair

#### 4.3.1.1 Nomination

4.3.1.1.1 Persons wishing to stand for this position shall be nominated from the stewards.

4.3.1.1.2 Nominees for Campus Chair must already hold the office of steward.

- 4.3.1.1.3 Nomination forms shall be signed by the nominator. Nomination forms that do not have the required signatures will not be accepted.
- 4.3.1.2 Election
  - 4.3.1.2.1 Elections will take place **thirty** (30) days before the term expires or whenever a vacancy occurs.
  - 4.3.1.2.2 Notice of the Campus Chair election **will include the time (12 noon)**, and date **nominations will close and** will be posted or mailed out at least **fourteen** (14) days prior. **Concurrently, the date, time and place of the Campus Chair election will be posted. The election meeting will be held within three days of the close of nominations. The Campus members will be advised immediately after close of nominations of the candidate(s).**
  - 4.3.1.2.3 The Campus Chair shall be elected by a simple majority vote of the Campus members in attendance. The vote shall be conducted by secret ballot.
  - 4.3.1.2.4 **In the event of a single nominee for any position, the nominee is required to be affirmed by the Campus.**
- 4.3.2 Vice-Chair **and Treasurer will take place in the affected year.**
  - 4.3.2.1 Nomination
    - 4.3.2.1.1 Persons wishing to stand for **either of the above** positions shall be nominated from the stewards.
    - 4.3.2.1.2 Nominees must already hold the office of steward.
    - 4.3.2.1.3 Nomination forms shall be signed by the nominator. Nomination forms that do not have the required signatures will not be accepted.
  - 4.3.2.2 Election
    - 4.3.2.2.1 Elections will take place **thirty** (30) days before the term expires or whenever a vacancy occurs.
    - 4.3.2.2.2 Notice of the Campus Vice-Chair **and treasurer positions** election **will include the time (12 noon)**, and date **nominations will close and** will be posted or mailed out at least **fourteen** (14) days prior. **Concurrently, the date, time and place of the elections will be posted. The election meeting will be held within three (3) days of the close of nominations. The Campus members will be advised immediately after close of nominations of the candidate(s).**

4.3.2.2.3 The **positions** shall be elected by a simple majority vote of the Campus members in attendance. The vote shall be conducted by secret ballot.

4.3.2.2.4 **In the event of a single nominee for any position, the nominee is required to be affirmed by the Campus Committee.**

#### **4.4 Bargaining Committee**

##### **4.4.1 Composition**

**The Bargaining Committee will be made up of four (4) Campus Chairs, and the Bargaining Chair. In the event that a chair is unable to make the commitment to bargaining, then an election will be held at the appropriate campus (as per Article 4.4.2).**

##### **4.4.2 Election**

**Following the elections of the Campus Chairs, the four (4) chairs will meet and hold an election for bargaining chair.**

**Nominations will be accepted verbally.**

**If more than one nomination for a position, then voting will be done by secret ballot conducted by the LRO. If only one nomination, the Bargaining Committee will affirm the nomination.**

**In the event of a tie, the Steering Group will be required to vote to try and break the tie. This will be done electronically. Members will be asked to send their vote directly to the LRO indicating their choice of chair.**

**After election of a Bargaining Chair, the Vice-Chair/alternate chair from that campus will be expected to act as local bargaining chair until an election can be held.**

**Ideally, each Campus shall have representation on the Bargaining Committee. However, it is also necessary to have a complete Bargaining Committee comprised of five (5) members who can commit the time and energy for the duration of the bargaining process. In the event a Campus Committee Chair cannot fulfill their responsibility as a member of the Bargaining Committee and an alternate must attend permanently or temporarily, the following process shall be utilized:**

4.4.2.1 An attempt will be made to replace them from a member of the Steering Group from that Campus. In the event that a member of the Steering Group from the affected Campus is unable to assume the responsibility of Bargaining Committee Representative then;

- 4.4.2.2 A call for nominations from the Campus Committee of the affected Campus for the position will be made. If a member of the Campus Committee is unable to assume the responsibility of Bargaining Committee Representative then;
- 4.4.2.3 A call for nominations from the general membership of that Campus to serve as Bargaining Committee Representative will be made. If more than one person is nominated, then an election will take place as per SGEU guidelines. If a member of the general membership of that Campus is unable to assume the responsibility of Bargaining Committee Representative, then;
- 4.4.2.4 A call for nominations from the remaining members of the Steering Group to serve as Bargaining Committee Representative will be made. If none of the remaining members of the Steering Group are able to assume the responsibility of the Bargaining Committee Representative then;
- 4.4.2.5 A call for nominations from the Campus Committee of the remaining Campuses for the position will be made. If a member of a Campus Committee is unable to assume the responsibility of Bargaining Committee Representative, then;
- 4.4.2.6 A call for nominations from the general membership of the remaining Campuses to serve as Bargaining Committee Representative will be made. If more than one person is nominated, then an election will take place as per SGEU guidelines. If at this point the Bargaining Committee is still incomplete, then the Bargaining Committee will remain incomplete.
- 4.4.2.7 **In the event that there is/are no candidate(s) at this point, a membership drive will be initiated immediately at the affected Campus to ensure that the concerns and views of that Campus are fully represented. If there is not a Bargaining Committee member as a result, the matter will be taken back to the Steering Group for direction and action, to complete the Bargaining Committee compliment.**

#### 4.4.3 Bargaining Committee Vice-Chair

Those Campus Chairs that are wanting to run as **Bargaining** Committee Vice-Chair, shall inform the appropriate LRO.

The Bargaining Committee shall elect the Vice-Chair by a simple majority vote. The election shall be by secret ballot.

### 4.5 Steering Group

#### 4.5.1 Composition

**Steering group members will be the Chair, Vice-Chair and Chief Steward from the four (4) campus cities, as well as the Bargaining Chair.**

## **4.6 Bargaining Committee Sub-Committees**

### **4.6.1 Nomination/Election**

- 4.6.1.1 Nominations and elections of subcommittee representatives shall be conducted under the direction of the Chief Steward at the campus where the representative is to be elected from or the **Bargaining** Committee, as appropriate.
- 4.6.1.2 When an election is required, it will take place **sixty (60)** days before the term expires or whenever a vacancy occurs.
- 4.6.1.3 A notice to all members will be provided listing the sub-committee vacancy, length of term and time commitment. **The notice will include the time (12 noon), and date nominations will close and will be posted or mailed out at least fourteen (14) days prior. Concurrently, the date, time and place of the sub-committee election will be posted. The election meeting will be held within three (3) days of the close of nominations. The Campus members will be advised immediately after close of nominations of the candidate(s).**
- 4.6.1.4 Any member in good standing may put their name forth to be nominated/elected to a subcommittee.
- 4.6.1.5 Voting, when required, will take place by secret ballot. The sub-committee representative shall be elected by a simple majority vote of those in attendance.
- 4.6.1.5.1 **In the event of a single nominee, the nominee is required to be affirmed by the Campus or Bargaining Committee as appropriate.**
- 4.6.1.5.2 **In the event of non-affirmation a new call for nominations shall immediately be issued.**

## **5.0 Oath of Office**

All elected officials shall accept the following:

"In accepting nomination, I \_\_\_\_\_ do hereby sincerely pledge my word to the Saskatchewan Government and General Employees' Union that I will truly and faithfully perform the duties of my office in accordance with the SGEU Constitution, Statement of Equality, the Policies and the Bylaws of the Union. **I will safeguard and protect the assets of the Union and return all assets when I am no longer a member of the Union.**"

## **6.0 Recall of Elected Officials**

6.1 A Sector/Local wishing to replace one (1) or more of its elected officials may do so subject to the following stipulations:

### 6.1.1 Petition Process

6.1.1.1 Recall must be petitioned for by **twenty-five percent** (25%) of the members who are represented by the person being recalled. The petition must outline the reasons for recall in clear concise language.

6.1.1.2 Upon receiving the duly signed petition, the elected official responsible for the person being recalled will call a meeting for that purpose. The notice of meeting must be advertised at least fourteen (14) days in advance. The notice must include the time, date, location and purpose.

6.1.1.3 The official facing recall shall receive a copy of the petition, reasons for the recall and notice of the meeting where the vote will take place. Such notice shall be at least fourteen (14) days prior to the meeting.

### 6.1.2 Recall Process

6.1.2.1 The official facing recall shall have the opportunity to present his/her position or response to the petition prior to the vote occurring.

6.1.2.2 The two-thirds (2/3) majority vote of those members in attendance shall be required to unseat the incumbent. Only those who are members of the committee/councils or delegates to the body that elected the person being recalled can vote on the recall.

6.1.2.3 Voting shall be done by secret ballot.

6.1.3 Vacancies created by a recall will be filled following the elected process for other vacant positions.

## **6.2 Bargaining Sub-Committee(s) Recall**

6.2.1 A subcommittee representative may be recalled by the **Bargaining** Committee.

6.2.2 The member being recalled shall be advised of the reason(s) for the recall in writing.

6.2.3 The member being recalled shall be given the opportunity to speak to the issues identified.

6.2.4 Subject to review by the Steering Group, the **Bargaining** Committee will have the final decision in all situations.

## **7.0 Proposals Gathering and Proposals Conference**

7.1 Every member has the right to submit proposals for consideration and shall be notified of the process to do so.

### **7.2 Proposals**

7.2.1 A proposal is a suggested change to the Collective Bargaining Agreement.

7.2.2 A proposal must be clear, concise, and submitted on the approved form.

7.2.3 A proposal shall be accompanied by the member's name, Campus, work location, and phone number for purposes of clarification and/or verification.

7.2.4 A proposal should include a:

a) **statement of the desired change.**

b) rationale for the change.

c) reference to current articles in the Collective Agreement or the Bargaining Guidelines.

d) reference to other Agreements, if known.

### **7.3 Proposals Gathering and Proposals Conference Dates**

7.3.1 **The call for proposals and changes to the Bargaining Guidelines will be sent out on behalf of the Bargaining Committee via email to all members the last Wednesday of August prior to the expiry of the Collective Agreement.**

7.3.2 **The close of call for proposals will be at 4:30 pm on the fourth Wednesday of September prior to the expiry of the Collective Agreement.**

7.3.3 **The Bargaining Committee shall determine the date of the proposals conference. This date should be no later than ninety (90) after close of call for proposals.**

7.3.4 **The Bargaining Committee shall:**

7.3.4.1 Make recommendations on all proposals. Such recommendations shall be acceptance, rejection or redundancy.

7.3.4.2 Provide explanations for recommendations where required.

7.3.4.3 Recommend the best proposal, if there is more than one (1) proposal per article or clause and/or prepare a composite proposal.



- 7.3.4.4 Assemble all proposals into a package format according to the order of the articles in the Agreement. This shall be completed four (4) weeks prior to the Proposals Conference.
- 7.3.4.5 Distribute to the Steering Group the proposal package and the agenda for the Proposals Conference at a meeting to be held a minimum of two (2) weeks prior to the Proposals Conference. This meeting will be to explain the proposal package and procedures.
- 7.3.4.6 Be prepared to consider late proposals, amendments or additions to the proposal package based on the Provincial Council objectives, developments outside the Bargaining Unit, or Union policies and consultation with the Sector.
- 7.3.4.7 Be responsible for:
- a) chairing and running the Proposals Conference according to the Rules of Order established in the SGEU Constitution.
  - b) keeping accurate and complete minutes of the Proposals Conference.
  - c) keeping a record of attendance.
- 7.4 Following compilation of proposals and prior to the Proposals Conference, each Campus Committee Chair shall hold a general membership meeting at their Campus to discuss the proposals package and proposed changes to the Bargaining Guidelines. This should not preclude other members of the **Bargaining** Committee from attending, but allows simultaneous meetings to happen.
- 7.5 Emergency Proposals**
- 7.5.1 A proposal may be introduced from the floor at the Proposals Conference as an emergency proposal, provided that it does not propose amendment of the Bargaining Guidelines; and that it deals with matters or events arising after the proposals deadline referred to in Article 7.3.2 and not already dealt with in Article 7.3.4.6.
- 7.5.2 The proposal must be submitted, in writing, no later than 8:00 p.m. on the first day of the Conference.
- 7.5.3 Such proposals, to be accepted, shall require the support of a two-thirds (2/3) majority of voting delegates. Amendments to such proposals must meet such other requirements as provided in Bourinot's Rules of Order.

## 7.6 Delegates

- 7.6.1 Delegates shall be elected by Campus **city** on a representation by population basis of one (1) delegate per twenty-five (25) members or major fraction thereof. **Exact delegate numbers will be set by the Bargaining Committee prior to call for delegates.**
- 7.6.2 Steering Group members are also considered delegates, in addition to the elected delegates.
- 7.6.3 **A call for elected delegates will be made thirty (30) days prior to the proposals conference.**
- 7.6.4 **Delegates can be nominated or volunteer. All submissions must be in writing to the local Chief Steward or designate.**
- 7.6.5 **The notice for elected delegates will be posted for fourteen (14) days. The notice will include the date and time the call for delegates will close. Concurrently, the date and time for delegate elections, (within three (3) days of close of submissions) will be posted at the same time. Immediately following the close of submissions the Campus membership will be advised.**
- 7.6.6 **With the number of delegates determined in Article 7.6.1 those members receiving the most votes will be delegates, all others will be alternates on the basis of votes.**
- 7.6.7 Delegates shall be responsible for:
- a) representing the views of their Campus,
  - b) discussing, amending and ratifying individual proposals for inclusion in the proposal package and shall do so by a simple majority vote of the delegates at the Proposals Conference.
- 7.6.8 Upon request, every member is entitled to **view** a copy of the **final** proposal package.

## 8.0 Ratification of a Tentative Agreement

- 8.1 Prior to a tentative agreement being proposed for a ratification vote, a meeting of the Steering Group shall be called. No tentative agreement may be taken for ratification without a simple majority vote of the members represented at this Steering Group meeting.
- 8.2 After obtaining Steering Group approval, the **Bargaining** Committee shall seek approval of the SGEU Provincial Administration Committee and the Education Sector prior to holding a ratification vote.

- 8.3 Upon receiving the SGEU Provincial Administration Committee and Education Sector approval to hold a ratification vote, the **Bargaining** Committee shall hold membership meetings **in all Campus cities** to provide information on the tentative agreement and to conduct the ratification vote. The **Bargaining** Committee Chair shall, if possible, chair all membership ratification meetings. All members of the **Bargaining** Committee and staff advisors shall attend as many of the meetings as possible.
- 8.4 Notice of a ratification vote/membership information meeting must state the date, time, location and purpose of the meeting allowing a minimum of one (1) week notice.
- 8.5 **The membership will be provided access to a copy of all bargained language. Any subsequent language will be subject to additional ratification meetings by the membership directly affected.**
- 8.6 The tentative agreement shall be considered ratified with a simple majority vote of the members present at the membership meeting(s) held for the purpose of ratification.
- 8.7 When ratification ballots are being counted, the **Bargaining** Committee shall ensure that a Provincial Council Member, not representing the Bargaining Unit, is there as a scrutineer.
- 8.8 Mailed Ballots for Ratification**
- 8.8.1 **Membership ratification shall take place at membership meetings called for that purpose. Under special circumstances (e.g. sickness, vacation, isolated without access to meetings) any member may request a mailed ballot from the Bargaining Committee.**
- 8.8.2 **A member's request for a mailed ballot shall be in writing, by telephone or email. The member must provide his/her name, address, Campus, work location and the reason for the request.**
- 8.8.3 **A list of members requesting mailed ballots shall be maintained by the Bargaining Committee.**
- 8.8.4 **A double envelope system shall be used for the mailed ballots to ensure confidentiality. On the outside envelope shall be the member's name, address and Campus, so as to allow verification by the membership list and to avoid double voting.**
- 8.8.5 **Mailed in ballots must be received the day prior to the ratification vote count.**
- 8.8.6 **A non-PSBU Provincial Council member shall act as a scrutineer for the mailed ballots to ensure a secret vote.**

## **9.0 Job Action**

- 9.1 Prior to withdrawal of services the **Bargaining** Committee shall conduct a vote by secret ballot in the membership.
- 9.2 The **Bargaining** Committee may call for a strike vote only if it has been approved by a simple majority vote of the Steering Group.
- 9.3 The secret ballot vote shall be conducted at special meetings called for this purpose and/or by mailed ballots.
- 9.4 Those members who vote shall constitute a quorum and the decision shall be by a simple majority vote of those voting.
- 9.5 The **Bargaining** Committee shall keep the Provincial Council informed on strike situations to ensure that such action will receive every support that the Union can offer.
- 9.6 The **Bargaining** Committee may recommend strike payment to the Steering Group and will contact and inform the Provincial Admin. Committee of the Union and the Provincial Council regarding access to the Defense Fund and repayment provisions.
- 9.7 Results of a strike vote shall be released at the discretion of the **Bargaining** Committee.
- 9.8 When strike ballots are being counted, the **Bargaining** Committee shall ensure that a Provincial Council member, not representing the Bargaining Unit, is there as a scrutineer.
- 9.9 In the case of strike action, the regulations as laid down from time to time in the Strike Manual shall be adhered to.

### **9.10 Mailed Ballots for Job Action**

- 9.10.1 Strike votes shall take place at membership meetings called for that purpose. Under special circumstances (e.g. sickness, vacation, isolated without access to meetings) any member may request a mailed ballot from the **Bargaining** Committee.
- 9.10.2 A member's request for a mailed ballot shall be in writing, by telephone or email. The member must provide his/her name, address, Campus, work location and the reason for the request.
- 9.10.3 A list of members requesting mailed ballots shall be maintained by the **Bargaining** Committee.

- 9.10.4 A double envelope system shall be used for the mailed ballots to ensure confidentiality. On the outside envelope shall be the member's name, address and Campus, so as to allow verification by the membership list and to avoid double voting.
- 9.10.5 **Mailed in ballots must be received the day prior to the ratification vote count.**
- 9.10.6 A **non-PSBU** Provincial Council member, shall act as a scrutineer **for** the mailed ballots to ensure a secret vote.

## **10.0 Communication**

### **10.1 Media**

- 10.1.1 The **Bargaining** Committee Chair shall be the chief spokesperson for the **Bargaining** Committee as per Article 3.7.3.1.
- 10.1.2 Public statements issued shall be approved in advance by the **Bargaining** Committee subject to approval by the President of SGEU or his/her designate.
- 10.1.3 All public statements shall be consistent with Union policy and principles.
- 10.2 The **Bargaining** Committee shall report and make recommendations to the Education Sector as circumstances warrant.
- 10.3 Membership meetings shall be called by Campus Chair at appropriate intervals during the bargaining process to keep members informed of progress and receive feedback and direction from the membership.
- 10.4 Written bargaining reports may be sent to all members of the Unit as circumstances warrant.
- 10.5 During negotiations, the **Bargaining** Committee should produce for distribution, leaflets on particular issues to elaborate on a problem and to give management's response.

## **11.0 Rules of Order for All Membership Meetings**

- 11.1 Rules of order shall be in accordance with Article 11 of the SGEU Constitution and Bourinot's Rules of Order.
- 11.2 When the order of business is listed in the Bargaining Guidelines it must include: statement of equality, appointment of Ombudsman, adopting of the agenda and adoption of the previous minutes.

- 11.3 An accurate record of all meetings and a register of all attendees will be kept as per SGEU. After the adoption of the minutes, they will be signed by the Chair or Secretary and kept in a minute book or binder. They will be the official records of all business done in the Bargaining Unit.
- 11.4 At the close of each meeting the chair will sign his/her name directly below the last person's name who signed in and add the time and date.
- 11.5 A quorum will be fifty (50) percent of those members in attendance at the start of the meeting.
- 11.6 The Chair of the meeting will vote only in the event of a tie.
- 11.7 There will be no proxy voting at meetings.

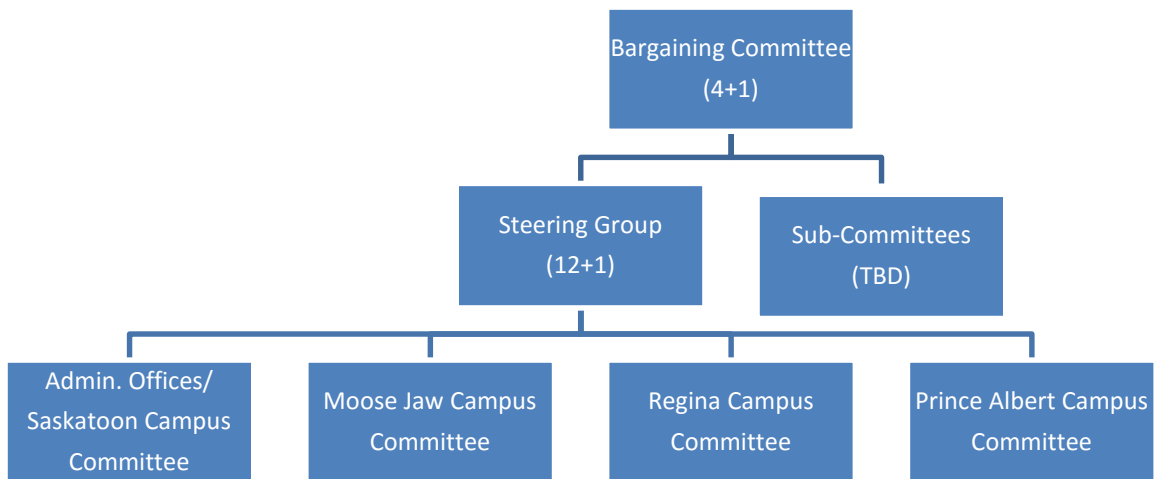
## **12.0 Amendments to Bargaining Guidelines**

- 12.1 Any member may make proposals to amend these guidelines and shall be advised with the Call for Proposals.
- 12.2 The **Bargaining** Committee shall make recommendations on proposed amendments. The recommendations shall consist of acceptance, rejection or redundancy.
- 12.3 Such proposals shall be submitted to the **Bargaining** Committee at least thirty (30) days following the call for proposals prior to the Proposals Conference.
- 12.4 Proposals to amend the Bargaining Guidelines shall be discussed at a general membership meeting as per Article 7.4.
- 12.5 Amendments shall be made by a simple majority vote of the delegates voting at the Proposals Conference.
- 12.6 Bargaining Guidelines shall be approved at the Proposals Conference and then circulated to members of the Steering Group, as soon as possible thereafter.
- 12.7 Bargaining Guidelines become effective after they are approved by the membership at the proposals conference.
- 12.8 Changes to the Bargaining Guidelines required to conform to the SGEU Constitution or the Membership, Constitution and Legislation Committee recommendations may be made by the Steering Group and shall be ratified at the next proposals conference. These amendments shall be in force until ratified. Any amendments made under this process shall not change the intent of the Guidelines.

**12.9 Amendments to the Bargaining Guidelines shall come in to effect immediately following ratification by the membership pending approval by the Membership, Constitution and Legislation (MC&L) Committee.**

**12.10 The amended Bargaining Guidelines shall be forwarded to the MC&L Committee within sixty (60) days following ratification by the membership in accordance with SGEU Constitution.**

**13.0 Structure**



**13.1 The steering group is comprised of Campus Chair, Campus Vice-Chair and Chief Steward from each campus city as per Article 4.4.2. The Bargaining Committee Chair is also a member of the Steering Group.**

**13.2 The Bargaining Committee shall consist of the Chairs from each Campus Committee.**

**13.3 The fifth person on the Bargaining Committee will be determined as outlined in Article 4.4.1.**