INFORMATION SERVICES CORPORATION OF SASKATCHEWAN (ISC)

BARGAINING GUIDELINES

2012

APPROVED BY THE MEMBERSHIP OF
INFORMATION SERVICES CORPORATION OF SASKATCHEWAN (ISC)

ON APRIL 4TH, 2012

AND

APPROVED BY THE
MEMBERSHIP/CONSTITUTION & LEGISLATION COMMITTEE

ON JUNE 4TH, 2012
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1. **PREAMBLE**

1.1 These written guidelines shall be available to the membership after being approved by electronic vote of the membership.

1.2 Upon request, members shall be supplied a copy of the Collective Agreement and any Letters of Understanding affecting them signed between negotiations. Copies of these documents are available through the Stewards or Chief Steward.

2. **OBJECTIVES**

2.1 The objectives of this sector shall be to unite the members of Information Services Corporation of Saskatchewan (ISC) for the purposes of collective bargaining and to advance their mutual interests, in accordance with the Constitution and the policies of SGEU.

3. **STRUCTURE OF THE BARGAINING UNIT**

   All in-scope SGEU members who are employees of **Information Services Corporation of Saskatchewan (ISC)**.

4. **DEFINITIONS**

4.1 Simple majority is fifty (50%) percent plus one (1) of the valid votes cast. Abstentions and spoiled ballots shall not count as valid votes.

4.2 Plurality refers to the candidate who receives the most votes.

4.3 Recall – a process by which an elected official can be removed from his/her office.

4.4 Member in Good Standing – have the rights and privileges afforded to them by the SGEU Constitution.

5. **ELECTIONS and VOTING**

5.1 Elections and Voting will be conducted using one to two systems of voting.

5.1.1 **Secret Ballot Electronic Voting elections:**

5.1.1.1. Electronic election will be done by using ISC’s email system. All the emails will be sent from the union@isc.ca email address with the vote (reply) automatically sent to the AAA assigned to ISC. No email vote (replies) will be able to be seen by the employee’s of ISC. This will ensure the “secret voting” is upheld.
5.1.2 Secret Ballot Voting elections:

5.1.3 Secret Ballot voting will be conducted for every employee to cast their vote when there is a need to conduct a paper ballot vote.

5.2 The following will be conducted by a Electronic Vote:

5.2.1 The Negotiating Committee.

5.2.2 Letters of Understanding requiring membership approval by those members affected (except the CBA).

5.2.3 The Bargaining Proposals Package.

5.2.4 Bargaining Guidelines.

5.2.5 Steward Elections

5.3 The following will be conducted by a Secret Ballot Paper Vote:

5.3.1 Ratification of the Collective Agreement

6. ELECTION OF THE NEGOTIATING COMMITTEE

6.1 The Negotiating Committee shall be elected by the union membership of Information Services Corporation of Saskatchewan (ISC) and hold office until the round of negotiations is concluded and will continue to hold the office six (6) months prior to the expiry of the current collective agreement or until the new committee has been elected.

6.2 The Negotiating Committee shall be comprised of three (3) members of the ISC Bargaining Unit as permitted in accordance with the SGEU Constitution.

6.3 The Negotiating Committee shall be elected by electronic voting ensuring all employees of the unit have an equal voting opportunity.

6.4 An equivalent number of alternates to the Negotiating Committee shall be elected.

6.5 The order, at which an alternate is called forward, to the committee, will be determined by the votes attained through election of the committee.

6.6 The Negotiating Committee Chairperson and Vice-Chairperson shall be elected by the Negotiating Committee from the representatives on the Committee.

6.7 Vote counts will be conducted with the AAA assigned to the Bargaining Unit, a Provincial Council member and one non-partisan member, of the ISC Bargaining Unit, to be selected by the current Negotiating Committee.
7. ROLE OF THE NEGOTIATING COMMITTEE

7.1 The Negotiating Committee shall have the sole responsibility to negotiate all provisions, including Letters of Understanding, proposals and amendments to the collective agreement in all matters.

7.2 Issues arising during the term of the collective agreement shall be dealt with by the Negotiating Committee.

7.3 Any communication with the employer regarding negotiations shall be approved in advance by the Negotiating Committee and/or the SGEU Staff member.

7.4 The Negotiating Committee is responsible for short term decisions regarding negotiations and bargaining strategies.

7.5 The Negotiating Committee is ultimately responsible for its actions to the membership.

7.6 The Negotiating Committee will be responsible for determining the number of persons to sit on the negotiating committee as outlined in the SGEU Constitution.

8. ROLE OF NEGOTIATING COMMITTEE CHAIR

8.1 Chair all meetings of the Negotiating Committee.

8.2 Communicate with the SGEU President and participate in the sector regarding bargaining.

8.3 Be responsible for the preparation and distribution of all printed material, correspondence, minutes of meetings and other information as the Negotiating Committee may occasionally require.

9. ROLE OF NEGOTIATING COMMITTEE THE VICE-CHAIR

9.1 Perform the duties of the Chair in his/her absence.

9.2 Perform other duties as may be occasionally required by the Negotiating Committee.

10. SGEU STAFF ASSIGNED - AGREEMENT ADMINISTRATION ADVISOR (AAA)

10.1 The AAA’s role is advisory subject to assistance required by the Bargaining Unit/Local with the exception of bargaining where the AAA will always be in attendance.

10.2 The Director of Membership Services appoints the AAA.
10.3 The Bargaining Committee can ask the Director of Membership Services to remove the AAA from the assignment, if the committee has sufficient reasons.

11. PROPOSAL GATHERING AND RATIFICATION

11.1 CALL FOR PROPOSALS

11.1.1 The Negotiating Committee is responsible for initiating a call to the membership for proposals prior to the commencement of any round of negotiations. Such call for proposals shall be made a minimum of thirty (30) days prior to the expiry of the Collective Agreement.

11.1.2 Every member has the right to submit proposals for consideration and shall be notified of the initiation of this process.

11.2 PROPOSAL GATHERING

11.2.1 The Negotiating Committee shall, at least thirty (30) days prior to the expiry of the Collective Agreement, put out a call for proposed changes to the Collective Agreement.

11.2.2 A proposal is a suggested change to the Collective Agreement.

11.2.3 A proposal must be clear, concise and in written form.

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

11.3 HOW TO WRITE A PROPOSAL

11.3.1 Reason(s) for the proposed change.

11.3.2 Whenever possible, reference to current Articles in the Agreement.

11.3.3 Reference to other agreements, if known.

11.3.4 A statement of the desired change.

11.3.5 The call for proposals should allow for members to submit proposals for a minimum period of thirty (30) days, to a maximum of forty-five (45) days from the date of notification.

11.4 PACKAGING THE PROPOSALS

11.4.1 The Negotiating Committee shall amalgamate the proposals into a package by sorting the proposals according to articles and clauses within the Collective Agreement.
11.4.2 The Negotiating Committee shall make recommendations on all proposals and if necessary not include the proposal in the union package.

11.4.3 The proposal package will be presented through a process as set out by the Negotiating Committee that is fair and representative for all employees of the unit.

11.4.4 Late proposals may be presented for inclusion in the final package by a fifty (50%) percent plus one (1) of the votes received.

11.4.5 The proposal package shall be distributed to the membership by means determined by the Negotiating Committee.

11.4.6 The development and ratification of the proposal package shall be completed within sixty (60) days prior to the commencement of negotiations.

11.4.7 Prior to the proposal package being submitted to management, the package shall be ratified by a fifty (50%) percent plus one (1) of the votes received.

11.4.8 The Negotiating Committee shall be prepared to consider amendments or additions to the proposal package based on developments outside the Bargaining Unit or Union policies. The membership will be informed of all such additions or amendments to the proposal package.

11.4.9 Every member is entitled to receive a copy of the proposal package submitted to management.

11.5 RATIFICATION

11.5.1 Through negotiations with the employer a tentative agreement or Memorandum of Agreement is put together which must be ratified by both the Bargaining Unit membership and the employer.

11.5.2 Ratification is described in the SGEU Constitution.

11.5.3 The tentative agreement/Memorandum of Agreement must be presented to the Sector Executive for review and approval prior to ratification by the members.

11.5.4 The Tentative Agreement/Memorandum of Agreement must be presented to the Administration Committee for approval after Sector approval and before ratification by the members.

11.5.5 The Negotiating Committee Chair shall call for membership meetings/or through the alternative process, to ratify the Tentative Agreement/Memorandum of Agreement (MOA) after the above approval is obtained.

11.5.6 The Tentative Agreement/Memorandum of Agreement (MOA) must be ratified by a fifty (50%) percent plus one (1) of the votes received.
11.5.7 When ratification ballots are being counted, the Negotiating Committee shall ensure that a Provincial Council Member, not associated with this Bargaining Unit, is present.

11.5.8 Interim issues such as a Letter of Understanding must be ratified by a fifty (50%) percent plus one (1) of affected members in accordance with the SGEU Policy and Constitution.

11.6 MAILED BALLOTS

11.6.1 The policy for membership ratification and strike votes shall be, that such votes take place at membership meetings called for that purpose. Under special circumstances (e.g. sickness, vacation, and isolated access to meetings) any member may request a mailed ballot from the Negotiating Committee.

11.6.2 A member's request for a mailed ballot shall be in writing or by electronic mail. The member must provide his/her name, address and reason for the request.

11.6.3 A list of members requesting mailed ballots shall be maintained by the Negotiating Committee.

11.6.4 A double envelope system shall be used for the mailed ballots. On the outside envelope, shall be the member's name, address and Bargaining Unit, so as to allow verification to the membership list and to avoid double voting.

11.6.5 A Provincial Council Member, not associated with this Bargaining Unit shall act as a scrutineer of the mailed ballot voting to ensure a secret vote.

12. COMMUNICATIONS

12.1 NEWS MEDIA

12.1.1 The Negotiating Committee shall determine who will act as spokesperson on behalf of the Bargaining Unit.

12.1.2 All public statements shall be consistent with SGEU policy and principles.

12.1.3 Prior to using the media, Bargaining Units shall consult with the President or the Secretary/Treasurer to ensure consistency with Union policy and principles as per SGEU Constitution.

12.2 MEMBERSHIP

12.2.1 Membership meetings may be held during the course of collective bargaining to report to members and to receive feedback from the membership.

12.2.2 Written bargaining reports shall be made available to the Bargaining Unit membership during the course of collective bargaining.
12.3 SECTOR/PROVINCIAL COUNCIL

12.3.1 Any pertinent information arising during the course of collective bargaining shall be communicated via written bargaining reports to the Sector Executive and/or the Administration Committee.

13. JOB ACTION/STRIKES

13.1 As per SGEU Constitution.

13.2 Quorum will be retained with fifty (50%) percent of those members initially in attendance at the strike meeting.

13.3 Prior to withdrawal of services, the Negotiating Committee will conduct a vote by secret ballot.

13.4 This secret ballot vote shall be conducted at special meetings called for this purpose and/or by mailed ballots.

13.5 Those members who vote shall constitute a quorum and the final decision will be by fifty (50%) percent plus one (1) of those members voting.

13.6 If there is a withdrawal of services, without there being a secret ballot vote on the withdrawal, such withdrawal of services shall be deemed to be voluntary and not subject to discipline procedures.

13.7 The Negotiating Committee shall keep the Provincial Council/Sector Executive informed on strike situations. The Provincial Council shall, at the request of the Bargaining Unit, assist by disseminating information, providing moral and financial support, as well as assistance with the planning, preparation and conduct of a strike.

13.8 When strike ballots are being counted, the Negotiating Committee shall ensure that a Provincial Council Member, not associated with this Bargaining Unit, is there as a scrutineer.

13.9 Results of a strike ballot shall be released at the Negotiating Committee’s discretion.

13.10 In the case of strike action, the regulations laid down in the SGEU Strike Manual shall be adhered to.
14. AMENDMENTS TO BARGAINING GUIDELINES

14.1 Amendments to these Bargaining Guidelines shall be made by a fifty (50%) percent plus one (1) of the votes received.

14.2 The Negotiating Committee is responsible for making a call for amendments to the Bargaining Guidelines.

14.3 Any member of the Bargaining Unit may make proposals in order to amend these Bargaining Guidelines.

14.4 A notice shall be posted in each Business Unit and/or notification via email to the membership for three (3) weeks.

14.5 Proposed amendments must be submitted to the Negotiating Committee within the three (3) weeks and prior to the expiration of the posting.

14.6 Proposals to amend the Bargaining Guidelines shall be circulated to the membership at least four (4) weeks prior to the proposals gathering through the process set out by the Negotiating Committee.

14.7 All amendments must conform to the SGEU Constitution, SGEU Policy Manual and the SGEU Code of Ethics.

14.8 The Negotiating Committee shall make recommendations on proposed amendments and may waive time frames if an alternative process is set in place.

14.9 Amendments to these Bargaining Guidelines will be made by a fifty (50%) percent plus one (1) of the votes received.

14.10 The amended Bargaining Guidelines will be sent to the Membership/Constitution and Legislation Committee within sixty (60) days of the approval by the membership as per the SGEU Constitution.

14.11 Bargaining Guidelines shall be circulated to members after being approved.

15. Quorum

15.1 Quorum for the Negotiating Committee will be three (3) members.

15.2 Quorum for the Ratification/Strike meetings shall be those members in attendance.

16. Rules of Order

16.1 As per SGEU Constitution.
17. STEWARD STRUCTURE

17.1 Chief Stewards and Stewards shall be elected in accordance with the SGEU Constitution and Policy Manual.

17.2 When possible, Stewards may be accountable and responsible to the members from the Business Unit in which the Steward(s) was/were elected and shall represent the Union as required.

17.3 Members within a Steward district may elect Steward(s) every two (2) years or whenever a vacancy occurs. If not possible in every two (2) years the Steward will begin the term during the beginning of the three (3) year bargaining cycle. The Steward structure shall be as contained in Appendix A.

17.4 Elections shall be organized by the Bargaining Unit to take place when necessary.

17.5 The Bargaining Unit shall register the Stewards with the Membership Records of SGEU.

17.6 If a Steward vacancy occurs during the term, an election may be called by the Chair of the Negotiating Committee and the Steward elected will serve the remainder of the term created by the vacancy.

17.7 Steward elections shall be done by a call for nominations which will be posted in each Business Unit for at least fourteen (14) days prior to the election.

17.8 Notice for election shall include the date, place and time of the election and who the nominees are. Nominations must be submitted not less than seven (7) days prior to the election taking place.

17.9 Chief Steward shall be elected among the Stewards by the Stewards. Nominations for Chief Stewards will be held in a Steward meeting. The nominees must already hold the office of Steward and have completed ULD 10 and be willing to complete ULD 20 during the term of their office.

18. DUTIES OF CHIEF STEWARDS AND STEWARDS

See Appendix B and Appendix C

19. OATH OF OFFICE FOR ELECTED OFFICIALS

“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, the Statement of Equality, the Policies and Bylaws of the Union.”

ISC Bargaining Guidelines Approved by the membership on April 4th, 2012
20. RECALL OF ELECTED OFFICIALS

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

20.1.1 Petition Process

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

20.1.1.2 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.

20.1.1.3 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.

20.1.2 Recall Process

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

20.1.2.2 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.

20.1.2.3 Voting shall be done by secret ballot.

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

21. UNION/MANAGEMENT COMMITTEE

21.1 The Negotiating Committee will determine if the Union/Management Committee (UMC) is required or necessary as per the CBA. The UMC has no jurisdiction to bargain or alter, in any way, the terms and conditions of employment. The responsibility is the jurisdiction of the Negotiating Committee as per SGEU Constitution.

22. Grievances

22.1 The Negotiating Committee will act as the Grievance Committee.
Appendix A

INFORMATION SERVICES CORPORATION OF SASKATCHEWAN
STEWARD STRUCTURE – 2012

Two (2) Chief Stewards for Zones 1 through 3

Zone 1 – Regina – 10 Research Drive – 3 Stewards

Zone 2 – Regina – 1301-1st Avenue - 10 Stewards

Zone 3 – Regina – 1445 Park Street – 2 Stewards

Zone 4 – Geographic locations outside Regina

One (1) Chief Steward

District 1 – Moose Jaw Customer Service Centre – 1 Steward
District 2 – Swift Current Customer Service Centre – 1 Steward
District 3 – Yorkton Customer Service Centre – 1 Steward
District 4 – Saskatoon Customer Service Centre – 1 Steward
District 5 – Battlefords Customer Service Centre – 1 Steward
District 6 – Prince Albert Customer Service Centre – 1 Steward
District 7 – Humboldt Customer Service Centre – 1 Steward
Appendix B

SGEU Chief Steward Job Description

You are a workplace leader representing SGEU, co-ordinating stewards, and enforcing the collective bargaining agreement. You work collectively with stewards, elected leaders, and SGEU staff in your workplace, bargaining unit, and sector.

Communication

- Encourage stewards to approach you first with questions about processes and contract interpretation and with reports of workplace conflicts and issues (rather than going directly to the AAA)
- Advise stewards and members about union activities and advise bargaining unit and sector leaders about workplace developments
- Ensure new-member orientat ions are occurring as needed
- Inform stewards and members of changes in the collective agreement or interpretation, and of relevant arbitration decisions
- Be accessible to your stewar ds by telephone or in person

Grievance Co-ordination

- Assign complaints and grievances to stewards in your zone, taking into account:
  - Stewards’ specialized knowledge
  - The chance for new stewards to gain experience
  - The need to prevent steward burn-out
- Members’ right to the steward of their choice shall be adhered to
- Assist stewards, as needed, in writing and investigating grievances properly and in judging whether a complaint is a grievance
- In communications with AAA, keep track of filed grievances, to ensure that they are moving through the process in a timely fashion and that necessary tasks are completed
- Educate stewards about the grievance and appeal processes, including about the need to discuss potential grievances with you first before filing
- Ensure contract enforcement by:
  - Not agreeing to any deals that violates the collective agreement or other rights in statute
  - Challenging violations of collective-agreement and other rights in statute

Leadership
• Promote maximum involvement by members in union activities, especially including collective bargaining
• Delegate duties to stewards (and panel reps where relevant)
• Call and chair regular steward meetings to strategize, share information, identify best practices, and review grievance and other workplace issues
• Chair other meetings when necessary, such as membership or union-management committee

Conflict Resolution
• Assist in resolving conflicts between members or between members and the employer
• Be knowledgeable about both workplace and union harassment policies and procedures
• Encourage stewards to talk to you when they encounter harassment in the union or in the workplace and work with stewards to resolve the problem
• Hold regular meetings of all stewards. Topics should include current workplace issues, barriers facing equity-group stewards, discrimination/harassment of stewards and in the workplace, and strategies to address issues.
• Work to dispel, not encourage, rumours

Recruitment
• Actively recruit new stewards with the goal of achieving a representative steward body in SGEU

Mentoring & Training
• Ensure you are familiar with your collective agreement, related legislation, workplace policies and procedures, SGEU policies, Steward Manual, and union resource people
• Complete training as set out in SGEU policy
• Orient new stewards and support them to meet the expectations set out in the steward job description

Provide or arrange mentoring for new stewards
• Encourage stewards to take appropriate training, such as ULD 10, ULD 11, ULD 20, ULD 30, and conflict-resolution
• Update stewards about education opportunities
• Encourage stewards to set appropriate limits to prevent stress and burnout

Administrative Duties
• Ensure elections are held for stewards and OH & S committee
• Ensure that stewards are being registered with SGEU Membership Records after each election
• Ensure distribution and posting of union information within your zone
Appendix C

SGEU Steward Job Description

You are the first person that members in your assigned area contact for information about the workplace and SGEU, and for help solving workplace issues. Under the guidance of your chief steward, you work collectively with other stewards, elected leaders, and SGEU staff in your workplace, bargaining unit, and sector.

Duties:
- Advocate
- Enforce the collective agreement by identifying violations, investigating complaints, and meeting with management to solve problems or file grievances
- Deal with harassment and other conflicts in the workplace
- Identify future collective agreement proposals

Be a Sounding Board
- Listen to members’ concerns while maintaining confidentiality
- Empower members to help themselves by providing them with information and support
- Provide information on programs available to members through the union and employer, such as Workers’ Compensation, Long-Term Disability, and Employee & Family Assistance Plans

Educate
- Answer questions about your collective agreement
- Inform members (both face-to-face and in meetings) of workplace issues and what SGEU is doing to address them
- Inform members (both face-to-face and in meetings) of issues and actions affecting them in the union and community

Organize
- Be familiar with your workplace and your members
- Welcome and orient new employees
- Advise other elected SGEU leaders of issues and developments in your workplace
- Mobilize members to take part in proposals gathering, collective-bargaining support activities, internal union meetings and elections, and other union campaigns
- Support the membership in providing relevant changes in work and personal data to SGEU Membership Records.

(The blend of duties and level of responsibility may vary, depending on the structure of your workplace, bargaining unit, and sector.)
Roles and Responsibilities:
You bring these qualities to the role of steward:

- Take initiative to learn and understand relevant grievance procedures
- Follow through on tasks and commitments to members
- Keep members’ information confidential (except in discussions with the chief steward or as required in the grievance process)
- Willing to complete Union Leadership Development training (ULD 10, 20, 30)
- Listen effectively
- Care about the well-being of others

SGEU will provide education and support so you can:
- Actively challenge inappropriate or harassing behaviour in the workplace and not take part in it
- Be familiar with the collective agreement, workplace policies and procedures, SGEU policies, Steward Manual, and union resource people
- Speak out when members’ rights are harmed
- Research complaints, questions, and workplace issues, and weigh conflicting information
- Present an argument clearly, assertively, and respectfully
- Follow SGEU’s Code of Conduct for Elected Officers and the Statement of Equality
- Listen effectively
- Take and maintain clear records
- Believe in the trade union movement

Working Environment:
- Stewards are elected to a two (2) year term. Some duties can be performed on work time or are compensated by the union. Stewards may be required to perform other tasks on their own time.
- Stewards’ rights and union activity are protected by law and your collective agreement. Some employers may try to challenge your role, but other stewards, your chief steward, your Agreement Administration Advisor, and the larger union are there for advice and support.
- It’s a rewarding experience to help others and be part of a larger union family.