

CUPE / *Canadian Union of Public Employees*

Collective Bargaining

An Orientation for Negotiating Committees



cope #491
Updated January 7, 2009

What is Collective Bargaining?

Collective bargaining is a legislatively regulated process, under the Labour Relations Code, for negotiating a collective agreement or renewing a collective agreement.

What is a Collective Agreement?

Your collective agreement is a legal and binding document between an employer and a Union providing numerous mutually agreed terms and conditions of employment.



Purpose of a Collective Agreement

The purpose of your collective agreement is to establish compensation, benefits, entitlements and rights for employees. It must always be remembered that the collective bargaining relationship is a **competitive relationship**. The Union competes for rights, benefits, wages, entitlements, etc. The employer competes to maintain management rights, defend its budgets and/or profit margins.

The under pinning theory/term you should know is "**residual management rights**" – this means that all rights not curbed, abridged or otherwise limited by the terms of the collective agreement, are retained by the management. In other words if the collective agreement doesn't specifically provide the right, the benefit or entitlement it remains the right of management to confer or decide and it is not subject to the grievance procedure.

Elements of a Collective Agreement

Mandatory

- ✚ **Style of Cause** – sets out the legal names of the Union and the Employer indicating that the document is a contract between them.
- ✚ **Recognition Provision** – this is an article in the collective agreement that recognizes the Union as the sole bargaining agent for a defined/described unit of employees. The description of the

bargaining unit is contained in your Labour Board certification. This is often duplicated in this article, however there are occasions it is not the same as the certificate. Caution is stressed if deviating from the description stated on your certificate. (See the section, Proposals & Interpretation Guide in this overview).

- ✚ **Grievance Procedure** – the grievance procedure is mandated by the Labour Relations Code. If a collective agreement does not contain a grievance procedure, the Code provides one. Most grievance procedures provide a grievance procedure including mediation and/or arbitration. Arbitration and mediation are not mandatory.
- ✚ **Term** – like most contracts, collective agreements are renewed from time to time, therefore the term article is opened each time you negotiate. Most collective agreements have a one, two, or three year term. Seldom do contracts go beyond these time limits.

When a *timely* notice to commence collective bargaining is served, the Labour Relations Code provides bridging from the old contract to the new. In other words, your collective agreement remains in full force and effect until a new collective agreement is negotiated even if negotiations exceed the term date of the collective agreement. (See the section Serving Notice).

- ✚ **Signature Plate** – this is found at the very end of the contract and is a section where the two negotiating committees sign the contract as having agreed to its contents, understanding that it is a binding contract and that they will honour it.

Other Articles

- ✚ PURPOSE AND OBJECTIVES
- ✚ TERM OF AGREEMENT
- ✚ RIGHTS OF EMPLOYEES & UNION MEMBERS
- ✚ *MANAGEMENT RIGHTS*
- ✚ DEFINITIONS
- ✚ CLASSIFICATION
- ✚ HEALTH & PENSION BENEFITS
- ✚ SALARIES AND WAGES
- ✚ POSTING OF POSITIONS
- ✚ CLOTHING AND EQUIPMENT

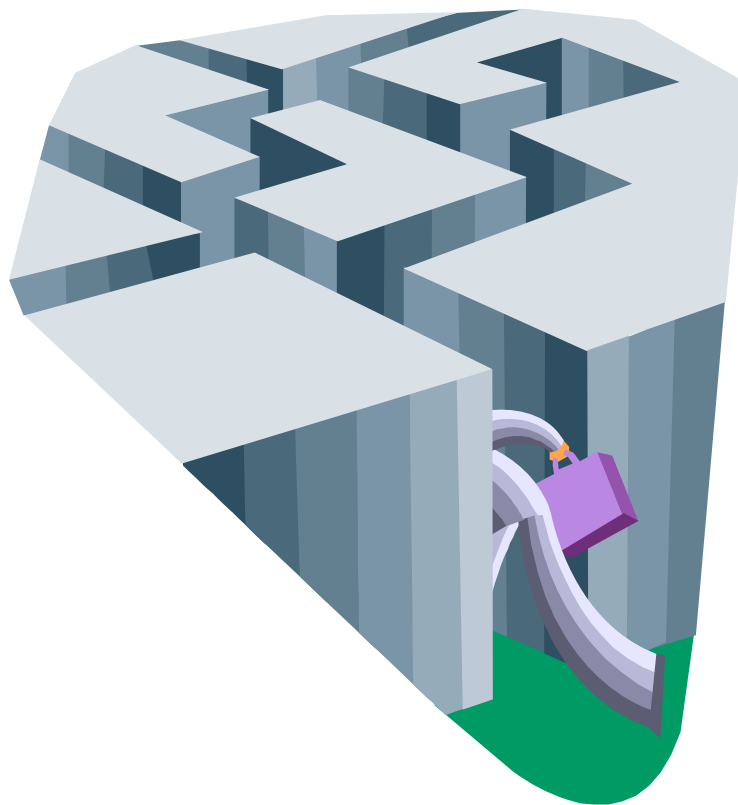
- ✚ WORKING HOURS AND CONDITIONS
- ✚ HEALTH & SAFETY
- ✚ PERMANENT, PART-TIME, CASUAL EMPLOYEES
- ✚ OVERTIME
- ✚ VACATIONS
- ✚ PUBLIC HOLIDAYS
- ✚ DISCIPLINE
- ✚ SERVICE/SENIORITY
- ✚ RELIEVING
- ✚ GRIEVANCE PROCEDURE
- ✚ LEAVE OF ABSENCE
- ✚ WITNESS DUTY
- ✚ CHECK-OFF
- ✚ TRANSPORTATION
- ✚ TRAINING
- ✚ LEGAL EXPENSES AND INDEMNIFICATION
- ✚ JOINT & OTHER COMMITTEES
- ✚ SENIORITY
- ✚ COPIES OF THE AGREEMENT
- ✚ RETROACTIVITY
- ✚
- ✚ **LETTERS OF UNDERSTANDING, ADDENDUMS & SCHEDULES**
- ✚ PAY SCHEDULE
- ✚ SCHEDULE 2 - CLOTHING ISSUE
- ✚ SCHEDULE 2 - CLOTHING ISSUE CONDITIONS
- ✚ SCHEDULE 3 - SUPPLEMENTATION OF COMPENSATION
- ✚ SCHEDULE 4 - ON-CALL EMPLOYEES
- ✚ LETTER OF UNDERSTANDING #1 - JOB SHARING
- ✚ LETTER OF UNDERSTANDING #2 - ALTERNATE HOURS OF WORK
- ✚ LETTER OF UNDERSTANDING #3 - SUMMER EMPLOYMENT - STUDENTS
- ✚ ADDENDUM - INCLUSION OF MECHANICAL SERVICES



Objectives/Principles/Protocols of Collective Bargaining

- ◆ Primary Objective - achieve a Memorandum of Agreement.
- ◆ Primary Principle – negotiate in good faith.
- ◆ Share information.
- ◆ Be forthright and open.
- ◆ Establish realistic goals in your proposals. Be careful in establishing inflexible or rigid mandates.
- ◆ Make every effort to achieve the best possible gains for your members.
- ◆ Listen.
- ◆ Do not interrupt.
- ◆ Speak on behalf of your members at all times.
- ◆ Do not compromise your Union principles.
- ◆ Be reasonable.
- ◆ Consult with the members you represent and keep them informed.
- ◆ Ask questions and seek information. Be prepared to provide information.
- ◆ Explore the other party's proposals.
- ◆ Rationalize each proposal you table.
- ◆ Table clear and gender neutral proposals.

Serving Notice to Commence Collective Bargaining



Serving Notice to Commence Collective Bargaining

● Renewing a Collective Agreement

Either the Union or the employer can serve notice to commence collective bargaining. When renewing a collective agreement notice must be served no sooner than 120 days and no less than 60 days prior to the term end of the collective agreement.



● A First Collective Agreement

Terms and conditions of employment are frozen during the first 30 days after having been certified as a Union. Upon serving notice to commence collective bargaining there is another 30 day freeze.

● The Notice

Notice to commence collective bargaining must be in writing and is best served in person. It can also be served by mail, or courier, or e-mail, however there must be confirmation that the notice was received. Fax is another acceptable method of serving notice. Keeping a record of the transaction from the fax log is proof of the notice having been received. When faxing, a follow up telephone call confirming receipt of the faxed notice is advised.

● Check List

The following is a check list of ingredients for a properly designed notice to commence collective bargaining:

- ✚ Date.
- ✚ Legal name of the Employer.
- ✚ Legal name of the Union.
- ✚ Stated purpose of the notice.
- ✚ Source of authorization.
- ✚ Names & addresses of all negotiating committee members.
- ✚ A clear indication they are properly authorized to negotiated on behalf of your members & in accordance with Division 10 of the Code.
- ✚ Signature.

Sample Notice

Date: October 28, 2002

To: Get Well Hospital
12110 – 130 Avenue
Edmonton, AB
T5B 3R3

Attention: Mr. McIllnis
President of the Regional Health Authority

Dear Sir:

Re: Notice to Commence Collective Bargaining

On behalf of the Canadian Union of Public Employees, Local 5320, we issue this notice to indicate our desire to commence collective bargaining in accordance with Article 1 of the Collective Agreement and Division 10 of the Labour Relations Code.

The following individuals comprise our Negotiating Committee and are properly authorized by our members and Division 10 of the Code to negotiate a collective agreement on their behalf:

Jane Doe
Committee Chair
Address

John Buck
Address

Andrew Fawn
Address

John Malthouse
CUPE National Representative

We look forward to meeting and working with you and your Committee in the very near future.

Yours truly,

Jane Doe
Committee Chair
copy: CUPE Local 5320 Neg. Committee & the National Representative

Notice Outside of the Time Limits

- When a timely and proper notice to commence collective bargaining has been served, the Labour Relations Code automatically bridges the collective agreement. In other words, the collective agreement remains in full force and effect until a new one is struck.



- Notice served prior to the '120 to 60 limits' (the statutory open period) may be reserved within the proper period unless by mutual agreement the parties accept the notice and negotiated a renewed agreement at the earlier date.
- Notice served after the specified time period (120 to 60 days prior to the term date of the collective agreement) may not be accepted by the other party. In this event, if the collective agreement has a proper bridging clause, the collective agreement will remain in full force and effect for another year. A timely notice can be served within the next statutory open period. A proper bridging clause may read as follows:

This collective agreement will remain in full force and effect from year to year until either party serves notice to amend or terminate it.

- **If your collective agreement does not have a proper bridging provision, it may be at risk of being deemed terminated if you fail to serve notice to commence collective bargaining within the specified statutory open period.**

The Negotiating Committee – Getting Organized



The Negotiating Committee

It's important to prepare for bargaining several months before notice to commence bargaining is served on the employer. Strike a Negotiating Committee well before collective bargaining commences. At least six months prior to bargaining, or serving notice to commence bargaining. This will allow the committee to organize the significant amount of work to be undertaken before bargaining begins.

The selection of Negotiating Committee members may be by election, or as prescribed in the bylaws of your Local Union. Members of the committee may represent:

- ⇒ various departments/facilities of the work site;
- ⇒ members of the Local Union's Executive;
- ⇒ minority groups;
- ⇒ various classifications;



The employer must never interfere with the selection of the committee, nor can the Union interfere with the selection of the employer's committee.

A least one member of the Union's committee must be a resident in Alberta and be directly affected by the collective agreement.

Task Allocation

If it is not prescribed in the bylaws of the Local Union, the Negotiating Committee should determine amongst themselves a committee chair.

Depending on the style of bargaining, you may wish to select a spokesperson for the bargaining table. This could be someone other than the chair of the committee and in many cases is the National Representative assigned to your Local Union.



All committee members should take notes during collective bargaining however, a member of the committee may be assigned to take 'official notes' of the committee meetings, record discussions during negotiations and record discussions/decisions in your caucus sessions.

Making Decisions

During the course of bargaining and preparing for bargaining it should be anticipated and encouraged that each committee member will bring their own views/opinions or those of their constituents on the topics/issues to be discussed prior to bargaining and in caucus sessions away from the negotiating table.

Making decisions is a critical function of the committee throughout the course of collective bargaining. Not always an easy undertaking. In the event of an impasse, the committee should decide on a method of resolve. There are two generally accepted methods:

1. Consensus – all committee members must agree.
2. A standard of majority – this could be simple majority of the committee members, (50% + 1), or a stronger standard such as, 60%, 70%, 80%.



An impasse is often a symptom of failing to listen to the other participants. When this occurs it may be helpful if the Chair of the committee takes charge by asking each committee member to express their position or perspective on the topic of debate one at a time while the others listen without responding. The act of listening will often result in a better understanding of each other's position and shift closer to consensus.

Preparing for Collective Bargaining

Communications

Communications is often referred to as the glue that binds us (the members). The collective agreement you are renewing, or negotiating for the first time, is jointly 'owned' by the Union (the members) and the employer. Consulting with your members and updating them on progress or lack of progress at the bargaining table is an important function. Do not expect a membership to support your efforts if you do not include them and allow them to participate.



Prepare regular updates and distribute them at regular membership meetings or incorporate them into your Local's newsletter.

Gathering Problems, Interests, Needs, and Concerns (PINC)

The first task as a negotiating committee is to gather input and suggestions from your members. This can be accomplished at regular membership meetings, special meetings and/or surveying the membership.

Input or submissions from members do not have to be in the form of specific changes to the collective agreement nor should members have to identify specific articles of the collective agreement. Give the members the opportunity to express problems, interests, needs, or concerns (verbal or written) and, if necessary, explore them with the member(s) to ensure they are understood.

Research

Gather collective agreements from other Local Unions in the same or similar sector.

Seek the assistance of our Alberta Research Representative when planning surveys, studying special projects, or interests/concerns/issues.

Review current trends in bargaining. Consult your National Representative.

Consult with previous negotiating committee members and former executive.

Review events over the past year(s) occurring within the Local Union:

- Complaints;
- Grievances;
- Health & safety concerns;
- Sick leave trends/usage;
- WCB/LTD claims;
- Changes in job duties;
- Workload issues;
- New employer policies;
- Etc.



Public Relations & Media

Do not negotiate in the media. The best collective agreements are achieved through a good relationship with the employer, however if your employer's negotiating committee indulges in hard bargaining and is stubborn on issues critical to the welfare of your Local Union and/to the community in which you reside, be prepared to go public.

It is important that the community understands the importance of the service you provide and that maintaining a well run, efficient and reliable service cannot be achieved without the dedication and hard work of your members.



Consult your membership before approaching the media. Their support and participation will be necessary.

Contact our Communication Representative who is an experienced professional with the skills, contacts and insights that will ensure your message will have the best results. Along with your National representative, he will assist you in planning and designing your campaign.

Recruit Communicators

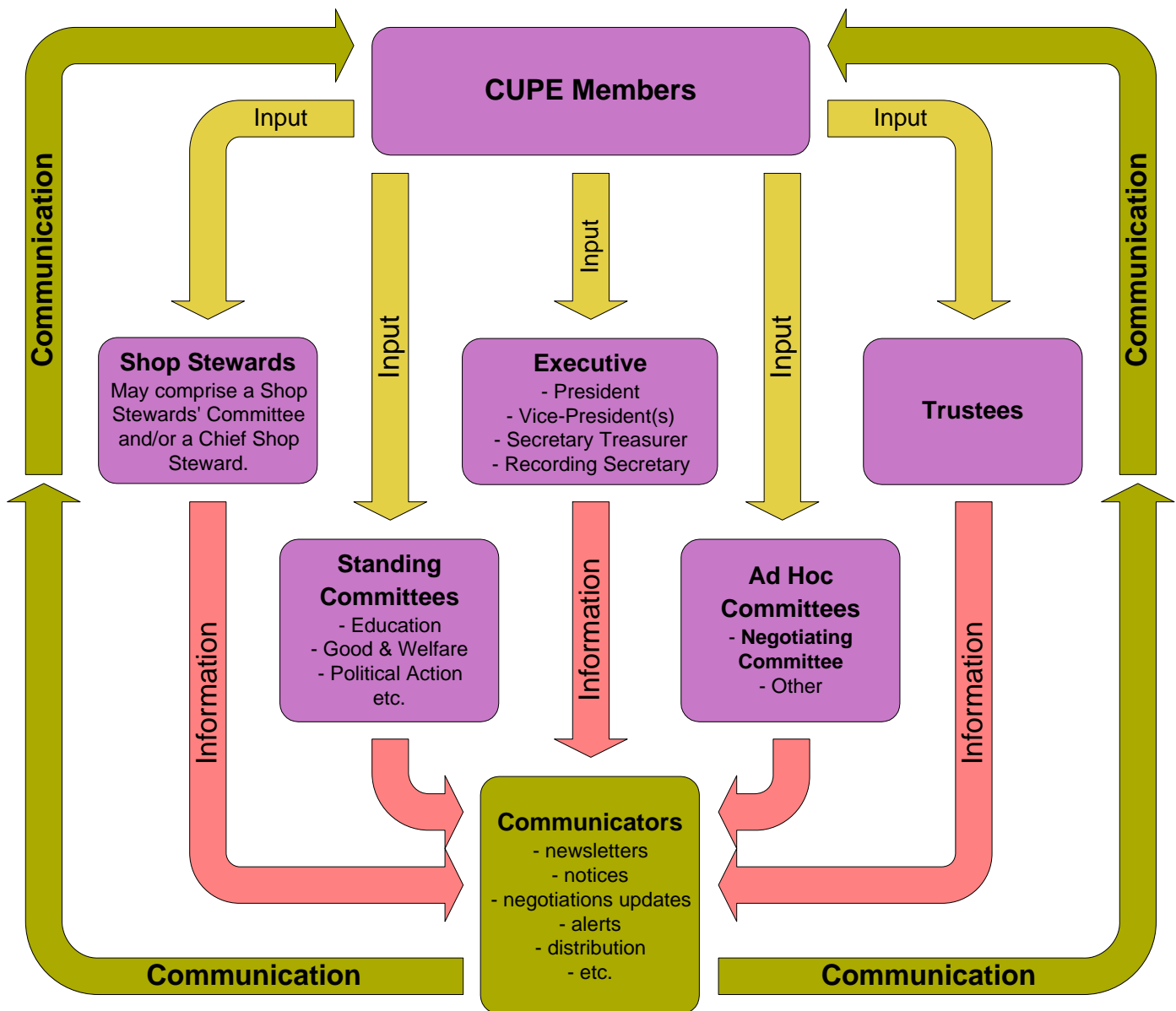
Communicators are members who volunteer to distribute communication or operate a phone tree.

Communicators may be assigned to various areas throughout the work site(s) to ensure all members receive the distribution of newsletters, negotiations updates, notices, alerts, etc. This is also a means to involve the membership in a meaningful way during the collective bargaining process.





How to Use the Communicator



Sample Survey

ABOUT THIS SURVEY

Dear Member,

Your contract expires December 31, 2002.

We will be entering into negotiations soon. As always, CUPE is seeking a freely negotiated settlement that addresses the priorities of our members.

WE NEED YOUR INPUT AND SUPPORT

The results of this survey will form the basis of our proposals.

Please take the time to fill in the survey and return by October 15, 2002 to:

Negotiating Committee Member
CUPE Local 555
#204, 10126 – 97 Avenue
Union Town, AB T8V 6X7

Or

Via Fax: (780) 538-4066

Local 555 Needs Worksite Communicators

What is a Union Communicator?

- In a few minutes, a communicator chats informally with other union members about a message the union wants to get out. This message could be about:
 - Bargaining
 - Meeting dates, etc.
- Communicators are not expected to answer complicated questions or handle grievance issues.
- The role of the communicator is to pass on messages.

“In CUPE local decisions are made by local members.

Your Voice Matters!”

A. PERSONAL BACKGROUND

1. Site: _____
2. Department: _____
3. Classification: _____
4. Employment Status Full-Time
 Part-Time
 Casual
 Temporary
 Seasonal

B. NEGOTIATIONS

1. Salary

CUPE will be seeking a salary increase during the upcoming round of negotiation. Please indicated the wage increase that you think you should be seeking and over what period of time:

- Percentage Increase _____ %
 Flat Rate Increase \$ _____
Over a

- 1 year term
 2 year term
 3 year term

2. Improved benefits (eg. dental, Alberta Health Care, LTD, drugs, cost sharing factors)

- Yes No

If yes, identify your needs:

3. Protection against job insecurity and contracting out.

- Yes No

<p>4. Vacations</p> <p><input type="checkbox"/> Improvements needed <input type="checkbox"/> Stay the same</p> <p>Identify your needs:</p> <hr/> <hr/> <hr/> <hr/> <p>5. Named Holidays</p> <p><input type="checkbox"/> Improvements needed <input type="checkbox"/> Stay the same</p> <p>Identify your needs</p> <hr/> <hr/> <hr/> <hr/>	<p>6. On Call/Call Back</p> <p><input type="checkbox"/> Improvements needed <input type="checkbox"/> Stay the same</p> <p>Identify your needs</p> <hr/> <hr/> <hr/> <p>7. Overtime</p> <p><input type="checkbox"/> Improvements needed <input type="checkbox"/> Stay the same</p> <p>Identify your needs</p> <hr/> <hr/> <hr/> <hr/>
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OTHER

OPTIONAL

NAME: _____

ADDRESS: _____

TELEPHONE (H) _____ TELEPHONE (W) _____

FAX (H) _____ FAX (W) _____

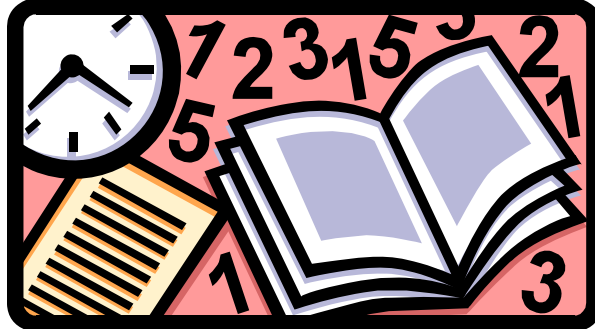
EMAIL (H) _____ EMAIL (W) _____

I am prepared to volunteer as a Communicator.

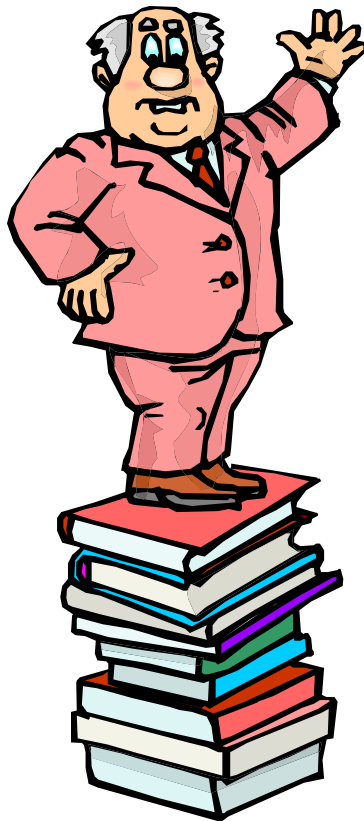
I am prepared to sit on 555's bargaining committee.

COMMENTS

THANK YOU FOR TAKING THE TIME TO COMPLETE THIS SURVEY.



Proposal & Interpretation Guide



Preparing Proposals

Process

1. Gather and identify problems, interests, needs and concerns (PINC).
2. Develop and consider Resolves, Remedies, and/or Rationale. (RRR)
3. Prepare a plan of action or a proposal. Be clear on the objective and purpose.
4. Consider the impact of the proposal or plan of action on:
 - other articles in the collective agreement;
 - the employer;
 - the members.



NOTE: *Articles in the collective agreement should not be read or considered in isolation. Articles in the collective agreement are often inter-related or overlap. . Consider the proposal in the context of whole agreement.*

5. Consider how the proposal benefits the members and the employer.

What is a proposal?

Depending on the style of collective bargaining, a proposal could be:

- a specific amendment to the language of the collective agreement;
- an expressed problem, interest, need, or concern;
- a concept.

The objective of collective bargaining is to achieve a Memorandum of Agreement and conclude negotiations with a renewed collective agreement. Therefore, at some point early in the process of collective bargaining, the parties must have clear proposals that identify potential or specific amendments to the collective agreement. Failure to disclose the intent to amend the collective agreement may be considered as *bargaining in bad faith*.

Bargaining in bad faith could be:

- *a failure to fully disclose your position and/or intent;*
- *a failure to provide relevant information, when asked, necessary for the other party to make an informed decision;*
- *an escalation of position/proposal tabled by your committee;*
- *a failure to negotiate with an intent to conclude bargaining;*
- *a failure to be properly authorized to negotiate on behalf of your members;*
- *a failure/refusal to sign the collective agreement once ratified.*

Categories of Proposals

- Housekeeping
- Term
- Compensation – health benefits, paid vacation, sick leave, wages, premiums, etc.
- Non-Compensation – seniority, Union representation, health & safety, term, etc.
- New Trends/Concepts
- Addendums and Letters of Understanding

Tips on Contract Language

- **Be Concise, Clear and Consistent (CCC):**
 - Concise – use clear language, define terms used.
 - Clear – avoid ambiguities and legalese.
 - Consistent – use a word and ensure its meaning is consistent throughout the collective agreement. Do not use more than one word for the same meaning or concept.
- Ensure a contract clause is **enforceable**.
- Use **gender-neutral** language.

■ **Mandatory, Discretionary and Directory Language**

- *Mandatory Clause* – utilizes the word 'shall' or 'will' and usually provides a consequence if the party fails to comply.
- *Directory Clause* – may use the terms 'shall' or 'will' but there is no consequence if the party fails to comply.
- *Discretionary or Permissive Clause* – uses the term 'may' and compliance or action is optional.



■ **Expressio Unius Rule** – Express Articles - expression of one thing implies the exclusion of the other.

■ **Past Practice** – an arbitrator may examine the conduct or practices of the parties to determine the meaning of collective agreement language when it is ambiguous. There are two types of ambiguities – *patent* and *latent*. A *patent ambiguity* is immediately apparent, a *latent* ambiguity is not and usually manifests when a circumstance, or context arises that was not contemplated. An arbitrator, when attempting to determine the meaning/intent of the ambiguity, will:

- first, review the four corners of the collective agreement for clues/direction; and/or
- examine *extrinsic* evidence (evidence outside the collective agreement), such as:
 - collective bargaining history/notes, correspondence, etc.
 - the conduct, tradition or past practice of the parties when applying the collective agreement or specific article in which the ambiguity exists



■ **Estoppel** – is a principle of law that can be exercised on a matter arising from the collective agreement. One party by representation or conduct does not enforce a specific right in a collective agreement and changes its mind to the disadvantage of the other party having detrimentally relied upon that representation or conduct.

■ **Extrinsic Documents** – are documents not attached to, or incorporated into, or referenced in the collective agreement.

(Examples: employer policies, job descriptions, health benefit policies/contracts).

- **Referring Provision/Article** - Referencing legislation or employer policies, etc. into the collective agreement and subject them to compliance will permit access to the grievance and arbitration procedure when enforcement is necessary.
- **Intrinsic Documents** - Addendums and Letters of Understanding – are enforceable and subject to the grievance procedure and form part of the collective agreement if specifically stated in the documents or the collective agreement. These documents may have term dates different than the term date of the collective agreement and would require renewal. They do not usually automatically renew when negotiating a collective agreement and therefore require renewal and re-signing.
- **Using Conjunctive and Disjunctive Construction** – the term 'and' is usually used in conjunctive construction as in the following example.

The employer shall consider an employee's request for a leave of absence provided:

- (i) *the leave of absence does not exceed 120 days; **and***
- (ii) *the leave of absence is for educational upgrading; **and***
- (iii) *the employee has been in the employ of the employer for at least one year.*

The foregoing article permits consideration of an employee's request for a leave of absence provided **all** of the stated provisions are met. The character of the provision is changed significantly when the disjunctive term 'or' is used.

The employer shall consider an employee's request for a leave of absence provided:

- (i) *the leave of absence does not exceed 120 days; **or***
- (ii) *the leave of absence is for educational upgrading; **or***
- (iii) *the employee has been in the employ of the employer for at least one year.*

By using the term 'or', consideration of an employee's request for a leave of absence shall be considered if **only one** of the listed conditions are met.

- **Under Bargaining/Over Bargaining** – The Labour Relations Code excludes those persons with managerial authority and those privy to confidential matters pertaining to labour relations. Under bargaining occurs when the scope of the Union's bargaining unit is narrowed through negotiations by the exclusion of certain classifications or classes of employees, (eg. temporary summer employees, casual employees). It is not advised. Consult and seek the written permission of those employees who may be excluded from the protection of the collective agreement. **The employer cannot seek to under bargain to an impasse in negotiations, this would be bargaining in bad faith.**

Over bargaining is usually a proposal tabled by the Union. It is a proposal to represent and have the collective agreement extend to more employees than described in the Union's certificate. This is not advised and is best achieved outside of the collective bargaining table through mutual agreement between the Union and the employer (voluntary recognition). **The Union cannot seek to over bargain to an impasse in negotiations, this would be bargaining in bad faith.**

- **Escalating a Proposal** – this occurs when either the union or the employer escalates its originally tabled position. This is permissible under certain circumstances. An example of this would when the Union escalates a wage proposal from a 5% increase to 8%. The escalation would be appropriate if the Union was to withdraw other compensation proposals and then escalate the wage proposal equal to the sum value of the withdrawn proposals. The employer may be justified in amending its wage proposal if its economic environment changes during the course of collective bargaining.
- **"Signing-Off"** – it is not necessary to sign-off mutually agreed change to the collective agreement until all outstanding issues/proposals are dealt with. It can be agreed in principle and set aside. A signed-off change to the collective agreement cannot be

withdrawn or amended without mutual agreement with the employer.

■ **Withdrawing a Proposal** – once a proposal is withdrawn it cannot be re-tabled without mutual agreement with the employer, or it is discovered the withdrawal was a response to a misrepresentation by the other party.

■ **Tabling a new proposal** is permissible when:

- a significant event occurs and directly affects either or both parties during the course of collective bargaining; or
- it is mutually agreeable between the Union and the employer.

Preparing for the First Day of Negotiations



First Day of Collective Bargaining

The first day of collective bargaining may result in an exchange of proposals but more importantly it will establish mutually agreed ground rules/protocols, establish future dates to convene and negotiate, establish caucus facilities, arranging time off for committee members, etc.

Note: *The Labour Relations Code directs the parties to meet within 30 days after notice to commence collective bargaining has been served by either party. Some collective agreements direct the parties to table proposals on the first day of negotiations, however the Labour Relations Code directs the parties to table proposals no later than 15 days after the parties have initially met. Essentially, this means you have 45 days to have your proposals prepared and tabled for collective bargaining.*

Depending on the relationship your Local Union has with your employer, it can be helpful to exchange proposals prior to meeting. This allows the parties time to review and compare the respective proposals and come to the negotiating table prepared to question and investigate the positions, issues, or concerns table by the other party.

A sample checklist of items to discuss and confirm during the first day of bargaining follows.

Ensure you have a means of tracking dates you have met and negotiated with the employer as well as a means of tracking all articles of the collective agreement that have been opened for amendment or review during the course of negotiations. Sample tracking sheets follow.





First Day Negotiations *Checklist*

	Confirm authorization to bargain.
	The Process:
	○ Proper authorization
	○ Future dates
	○ Exchange of proposals
	○ Ground rules
	○ Caucus facility
	○ Where
	○ When
	Style of negotiations
	Off the record discussions
	Sign-offs:
	○ Packaging
	Notice of cancellation of meetings
	Pay during bargaining
	Communications:
	○ Members
	○ Joint
	○ Media; joint
	○ Heads up
	Ratification process of the Employer
	Union's ratification process:
	○ Balloting station on site
	○ Preparation to inform other party

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SCHEDULE OF OPEN ARTICLES
CUPE Local _____

ARTICLE	TITLE	DATE AGREED

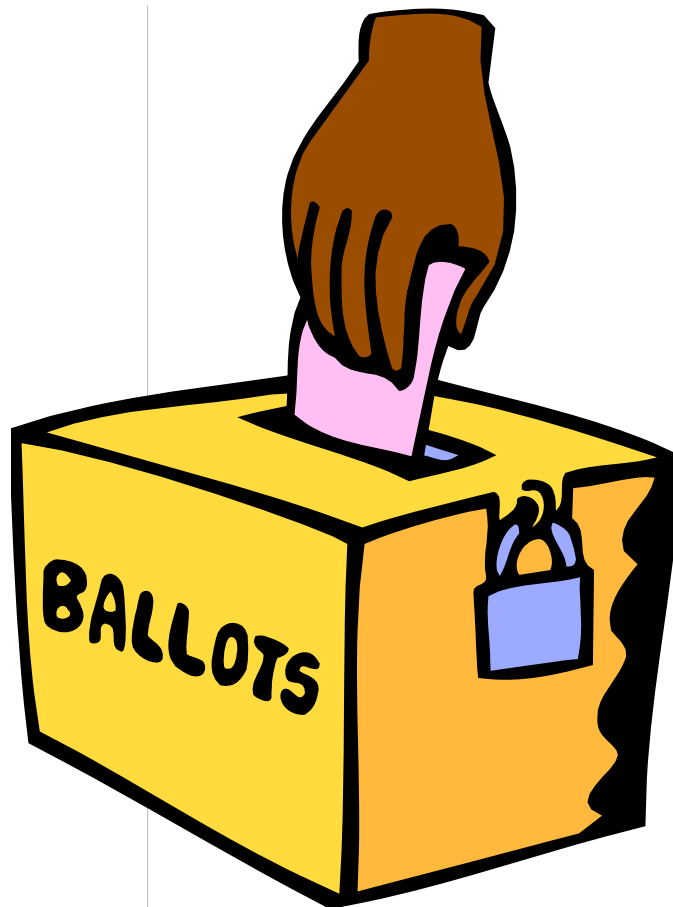


RECORD OF MEETING DATES

CUPE Local _____

DATE	TIME	PLACE

Ratification



Ratification

At the conclusion of collective bargaining, the parties will compose a document containing all the changes, and/or additions to the collective agreement. The document should be signed and dated by all committee members and state that the parties present the 'changes and/or additions' to their respective principals (body of people they represent) for approval. The document is commonly called or referred to as a ***Memorandum of Agreement***. It is tentative settlement of all outstanding matters resolved or agreed to by the respective negotiating committees requiring final approval by your membership.



The ratification process should be contained in your bylaws, however if it is not, the following process is recommended:

- Plan and post information sessions explaining the memorandum of agreement. Ensure there is sufficient advance notice of these information sessions. The purpose of the information session is to ensure members are able to make an informed decision when voting on the memorandum.
- Ensure that members have access to the memorandum of agreement at the information sessions. Have sufficient copies available. Encourage the membership to ask questions.
- Plan and prepare for a proper and secure voting procedure. Voting should be by secret ballot with the following question printed clearly on the ballot:

Do you accept the Memorandum of Agreement?

Yes

No

- Appoint Returning Officers to monitor the voting process. A check-off list identifying all the members may be used when distributing ballots.

- Make every effort to ensure all members have the opportunity to be informed of the Memorandum of Agreement and have had the opportunity to vote. Depending on the size of your membership it may be necessary to hold information sessions and balloting procedures between shifts to ensure members are able to be informed and make a decision by secret ballot.



- The Returning Officers must at all times control and monitor the balloting and the process.
- Upon completion of the balloting the Returning Officers will count the ballots and report the results to the Negotiating Committee and the Local's Executive, who will in turn inform the membership.
- The Negotiating Committee Chair will then issue a letter to the employer's negotiating committee and indicate that the memorandum of agreement has either been accepted or rejected. (*The employer's negotiating committee will be expected to report in writing the outcome of their ratification.*)

Collective Bargaining Process in Alberta

