

## **TERMS OF REFERENCE**

### **BCGEU LABOUR-MANAGEMENT COMMITTEE**

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#### PURPOSE AND MANDATE

The Labour-Management Committee shall meet to review and discuss matters of concern to either party. *It is intended as an open forum wherein matters of mutual concern and benefit can be freely and candidly discussed. See Article 9*

The Committee's mandate includes both contractual and non-contractual issues.

As appropriate and as agreed to by the parties, the Labour-Management Committee may also meet to discuss specific College procedures or decisions not covered by the Collective Agreement.

The Committee may establish subcommittees as it deems necessary and shall set guidelines and operating procedures for such committees.

*It is intended that the Committee will be limited to serving as a vehicle for joint discussion and consultation, with a view to exploring possible solutions to mutual problems and concerns. This Committee is in no way intended to limit or restrict the rights reserved to the Employer to manage its operations or affairs.*

#### MEMBERSHIP

The Labour-Management Committee shall be composed of equal numbers of employer and union representatives. The numbers will be mutually agreed to.

#### OPERATION

The University College and Union shall each designate a chairperson, who will serve as their contact person. These two persons will chair alternate meetings of the Committee. Either party may designate an alternative chair.

A representative from Human Resource Services is responsible for recording and preparing the minutes and will provide copies of the draft minutes to the committee members prior to the meeting date. Upon approval, the minutes will be posted on the Human Resources website and a copy e-mailed to the BCGEU Staff Representative.

The chairperson calling the meeting shall circulate an agenda prior to the requested meeting, after consulting with the alternate chairperson for their agenda items.

The Labour-Management Committee shall meet once per month, or at the call of either party, at a mutually agreeable time and place.

The Committee may from time to time, request non-members attend to provide information.

The College and the Union shall present Labour-Management Committee recommendations to its respective constituency for acceptance or rejection, and shall report back to the Labour-Management Committee by the next meeting. Agreement shall take effect only upon approval and by the Union.

Issues may also be resolved by the College and the Union agreeing to make a policy statement.

The above does not limit the methods of resolution that may be used by the Committee. Issues may be resolved in less formal ways than those outlined above.

**The Labour-Management Committee shall not replace or parallel the grievance/arbitration procedure established in Article 10 and 11 of the Collective Agreement or the collective bargaining process.**

However, the Labour-Management Committee may serve as a legitimate, but not required step, in resolving issues that might otherwise lead to formal grievances.

Except for agreements arrived at under Articles 10 and 11 of the Collective Agreement, or by letter of understanding, the provisions of the Collective Agreement shall take precedence over comments made or positions taken during Labour-Management Committee discussions.