

Terms of Reference for the Employee/Employer Relations Committee Support Staff Employees

1. Purpose

The parties agree to establish an Employee/Employer Relations Committee (EERC) in order to:

- (a) Jointly make recommendations to the bargaining teams (College Compensation and Appointments Council (Council) and OPSEU) concerning subjects of systemwide importance.
- (b) Facilitate communications between Management and the Union at the provincial level in an unconstrained, yet official manner during the life of the Agreement.
- (c) Preclude and resolve common problems during the life of the Agreement.
- (d) Permit both parties, to enter negotiations with much of the groundwork completed.

2. Membership

- (a) The Committee will be composed of equal representation not to exceed a total of ten (10) members (five (5) appointed by each party).
- (b) Each party will be responsible for the appointment of its members and, where possible, consideration will be given to regional representation to assure the existence of a provincial cross section. The Union may appoint a Union Staff person as one (1) of its Committee members. The Council may appoint a College President as one (1) of its Committee members.
- (c) Each party shall designate a Co-Chairperson and they will be responsible for the co-ordination of the Committee meetings.
- (d) Notwithstanding 2(a), either party may invite one (1) or more persons to provide expertise and advice on specific items, or as an observer or trainee, provided prior agreement of the other party is secured.
- (e) Union members of the Committee may be released from duty without loss of pay for the purpose of attending meetings. Such leave of absence shall not be unreasonably withheld, recognizing the need of efficiency of operations of the College. The Union shall reimburse the College for fifty per cent (50%) of all pay during the leaves of absence

granted hereunder. Union members who are not on duty will attend meetings on their own time. Travelling expenses and other expenses incurred by the Union members of the Committee will be borne by the Union.

3. Meetings

- (a) The frequency of meetings shall be as established by the Committee. The Committee shall endeavour to meet on a monthly basis.
- (b) The Committee will primarily concern itself with matters that have systemwide application and other items as mutually agreed upon.
- (c) The Committee will consider matters of a Local College concern. It is understood that either party will inform the other party if an item is to be referred to the EERC. The Committee will attempt to resolve a particular concern within a time frame of three (3) meetings unless the Committee agrees further progress can be achieved.

Local College representatives may be requested by either party to attend an EERC meeting to provide clarification.

- (d) The Committee will not address items that are the subject of a formal grievance.
- (e) Management will be responsible for the recording of the Minutes that will represent the major subject matters discussed. The Minutes shall be signed by the Co-Chairpersons of the Committee.

The draft minutes will be distributed to all members within a reasonable time following each meeting. The Union will contact the Management's Chairperson with any proposed amendments, additions or deletions to the minutes so as to expedite the process of obtaining approval signatures.

Each party may distribute copies of the approved minutes to their respective principals as they see fit. The approved minutes will be posted on both OPSEU's and the Council's website.

- (f) It is recognized that the Committee is a recommending body and not an alternative to the collective bargaining process. When a consensus is reached concerning a recommendation the Committee shall forward that recommendation to the appropriate body (i.e. Negotiating Team/Council/College/OPSEU). Both parties have the option of sending items on which there is no consensus to the party they deem appropriate. (This may be in the form of a written brief to the Negotiating Team/Council/College/OPSEU. Submission should be made through the appropriate Co-Chairperson of the Committee).

4. General

The Terms of Reference shall be given effect by the signature of the officials of both parties including the President of the Ontario Public Service Employees Union or his/her designate, and shall continue, subject to review by request of either party.

Dated this 6th day of May, 2004.

For the Ontario Public Service Employees
Union

For the Colleges Compensation and
Appointments Council























