

**Terms of Reference (TOR)
With respect to
Employee Relations Committees**

between

**The Ministry of Northern Development, Mines and Forestry
("MNDMF", "the Ministry")**

And

**The Ontario Public Service Employees Union
("OPSEU", the "Union")**

Article 1 Unit Covered

- 1.1 This TOR covers all employees in the Ministry of Northern Development, Mines and Forestry who are in the "Bargaining Unit" as defined in Article 1 Recognition, of the Working Conditions Agreement.

Article 2 – Preamble

- 2.1 The purpose of the Employee Relations Committee is to foster:
- (a) a stronger workplace relationships through the commitment outlined in "Appendix A: Joint Commitment to Build Stronger Workplace Relationships";
 - (b) satisfactory working conditions and terms of employment for all employees who are subject to this Agreement, within the terms and provisions of the Collective Agreement;
 - (c) effective and productive communication between the parties and the promotion of constructive and harmonious relations;
 - (d) the recognition by the Ministry that staff are the Ministry's most valuable resource and that the effective utilization of staff is vital to the work of the Ministry;
 - (e) a climate of mutual respect, trust and integrity;
 - (f) a forum for efficient and fair resolution of concerns and complaints.

Article 3 – Authority

- 3.1 In accordance with Article 16.1 of the current Central Collective agreement it is agreed that all ministries may enter into local and ministry employee relations negotiations such that are appropriate as not being excluded by the provisions of the *Crown Employees Collective Bargaining Act, 1993*. Such negotiations shall not be subject to the mediation and arbitration procedures under the Act, provided however, that nothing shall preclude a grievance alleging a violation of the Central Collective Agreement, as provided in the said Act.

Article 4 – Exclusions from Agenda

- 4.1 The following items will not be the subject of discussion at the Ministry or Local Employee Relations Committee level or the subject of a Minute of Understanding:
- (a) any matters specified in Section 4 of the Public Service Act (R.S.O. 1990, Chapter, P47 as amended);
 - (b) any matter specified in Section 7 of the Crown Employees Collective Bargaining Act.
 - (c) any provision which has been negotiated under the Central Collective Agreement and the Individual Bargaining Units' Agreements;
 - (d) any matter which may involve amendments to legislation or regulations, or which may lead to amendment or withdrawal of any policies/directives of service-wide application;
 - (e) any matter of service-wide concern (which includes items within the authority of the Deputy Minister and which may not require Central Agency approval);
 - (f) any matter which requires the approval of a Central Agency (ies) such as the Ministry of Government Services (MGS);
- 4.2 Every reasonable effort will be made by both parties to facilitate representation of all Ministry Bargaining Unit employees at Employee Relations Committee at locations which both parties agree to be appropriate.

Article 5 – Ministry Employee Relations Committee

- 5.1 The Deputy Minister will designate a Co-Chairperson from the Ministry's senior management group to represent the Ministry, and that official may designate four (4) others to assist him/her. The Union representation shall be as follows: no more than four (4) members of the Union in the Ministry, as determined by the Union, plus a Staff Representative of the Union.
- 5.2 Notwithstanding 5.1 above, either party may invite one 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. Agreement by either party will not be unreasonably denied.
- 5.3 Meetings of the Employee Relations Committee shall be held not more than once every two (2) months.
- 5.4 The parties will endeavour to deliver agenda items together with relevant background information to be discussed at the next Committee meeting to the other party not less than ten (10) working days before the meeting.

- 5.5 Notwithstanding 5.3 above, either party to this TOR may formally request that a special meeting of the Employee Relations Committee be held, and provided both parties concur, the meeting shall be convened within fourteen (14) days of the formal request.
- 5.6 An agenda at the Ministry level may include at the request of either party, suitable items for discussion or negotiation that are Ministry wide in scope or, that have not been, or cannot be resolved at the local and/or area level, provided every reasonable effort has been made to first seek resolution at the local level. Additional items may be added prior to or at the meeting with mutual consent of both parties.

Article 6 – Local Employee Relations Committees

- 6.1 Upon request of either party at the local level, the parties agree to establish a Local Employees Relations Committee at locations which both parties agree to be appropriate.

This committee will consist of the following representatives:

1. on the Management side – up to three (3) Ministry management appointees employed at the respective local or regional level as determined by the Deputy Minister will form the local ERC Management Team. A human resources officer may attend to assist the designated management representatives.
 2. on the Union side – up to three (3) Bargaining Unit employees of the Ministry at the respective local, elected by the union. A member of the Ontario Public Service Employees Union staff may attend to assist the Union Team.
- 6.2 Notwithstanding the above, where a need has been identified by either party for increased representation on the Committee, the composition of the Local Employee Relations Committee may be expanded provided the committee retains at least 50 percent union member composition and there is a mutual agreement by the parties.
- 6.3 Both sides may be further represented and assisted at the committee meetings by additional persons provided both parties mutually agree to their attendance and to the nature of their participation. Agreement by either party will not be unreasonably denied.
- 6.4 Upon the establishment of LERC, the parties at the local/regional level will determine the frequency of meetings, as well as the amount of travel and caucus time. Once determined, the LERC agreement will set out the agreed upon terms concerning meeting frequency, travel, caucus time, etc. Any disputes concerning this clause will be referred to the Ministry Employee Relations Committee.
- 6.5 The selection process by OPSEU may be conducted in the workplace.

Article 7 – Area and Provincial Co-Chair Meetings

- 7.1 Where there is mutual agreement of the parties, the employer may request meetings with the Union and Management Co-Chairs of the LERC at the area or provincial level to discuss matters of mutual interest between the Ministry and Bargaining Union Employees.

Article 8 – Minutes of Employee Relations Committees (ERC) and Area/Provincial Co-Chair Meetings

- 8.1 One set of minutes signed by both parties will be produced by management for each committee meeting within ten (10) working days of each meeting. The minutes will accurately describe those matters discussed and/or decided and approved by the committee. These Minutes shall not be "Minutes of Understanding" or "Agreement" and shall not be subject to the grievance procedure. Where a matter has been deferred, the minutes will show which party is responsible for follow-up. These minutes shall be signed by the Co-Chairs who authorize them for distribution.
- 8.2 A copy of the MERC minutes will be forwarded by management to the MERC Co-Chairs. The signed MERC minutes will be posted on the Ministry's intranet and on the Union's website.
- 8.3 Two (2) copies of the Local ERC/Regional ERC meeting minutes shall be forwarded to the Co-Chairs of the Ministry Employee Relations Committee (MERC).
- 8.4 **Understanding Reduced to Writing**

Where as a result of negotiations under this TOR, an accord is reached on any matter, the Ministry of the Union or their respective representatives appointed under this TOR may require that the accord be reduced to writing as a Minute of Understanding and ratified.

Article 9 – Dispute Resolution

- 9.1 Unresolved items at the local level may be forwarded to the MERC, in writing, specifying the nature of the unresolved concern. The MERC will respond in writing to the LERC, within a reasonable period of time, advising of the status and disposition of the unresolved issue.
- 9.2 Unresolved items at the Ministry level committee may be referred to the Deputy Minister and/or service-wide negotiations on working conditions and employee benefits and/or the Central Employee Relations Committee. The Deputy Minister shall respond in writing to the matters raised within 21 days of receipt by the Deputy Minister of the unresolved item.

- 9.3 The Ministry, in recognition of its commitment to positive employee relations with the staff, agrees to provide prompt, efficient and fair internal resolution of all unresolved concerns and complaints brought to its attention.

Article 10 – Ratification

- 10.1 This TOR, and any Minutes of Understanding as referenced in Article 8.5 shall be given effect by the signature of responsible officials of both parties, but no agreement shall be binding upon the Union without approval by the President of the Ontario Public Service Employees Union (OPSEU) or his/her designee, and no agreement shall be binding upon the Ministry without approval by the Deputy Minister of his/her designee.
- 10.2 All agreements and understandings negotiated and approved in accordance with Article 10.1 of this TOR are subject to the grievance procedure of the Working Conditions Agreement.

Article 11 – Travel Expenses for MERC/Local/Regional/Provincial Co-Chairs Meetings

- 11.1 Travel expenses incurred by the Union committee members will be borne by the Union.

Article 12 – Time off to attend Meetings

- 12.1 Leave of absence with no loss of pay and with no loss of credits shall be granted to permit the attendance of employees elected as Bargaining Unit Representatives at Committee meetings including local/regional or Provincial Co-Chairs meetings.
- 12.2 The Bargaining Unit representative shall be released from duty without loss of pay or credits, to a maximum of 7.25 hours, on a day prior to scheduled Employee Relations Committee meetings for travel and caucus time for a total not to exceed 2 working days. Notwithstanding the foregoing, where one or more of the Bargaining Unit representatives require additional travel time due to extenuating circumstances the Ministry shall not unreasonably deny the travel time.
- 12.3 It is recognized time related to Ministry Employee Relations and Local Employee Relations Committee issues may have an impact on performance targets or measurements. Adjustments shall be made for the Ministry Employee Relations and Local Employee Relations Committees meeting(s) and committee work to eliminate impacts on performance targets or measurements.
- 12.4 Leave of absence without pay but with no loss of credits shall be granted to the three MERC Bargaining Unit representatives on a day prior to scheduled OPSEU Annual Divisional meetings for travel and caucus time. Notwithstanding the foregoing, where any one or more of the Bargaining Unit representatives require additional travel time due to extenuating circumstances the Ministry shall not unreasonably deny the travel time.
- 12.5 Where the Ministry requests the Bargaining Unit representatives to attend a special meeting for the purpose of exchanging information, the available Bargaining Unit

representatives, subject to operational requirements, shall be released from duty without loss of pay or credits for travel/meeting time on the day of the meeting. Notwithstanding the foregoing, and provided that the scheduling of this special meeting will not be delayed, where any one or more of the Bargaining Unit representatives require additional travel time due to extenuating circumstances the Ministry shall not unreasonably deny the travel time.

- 12.6 Leave of absence without pay, but with no loss of credits shall be granted to permit the attendance of MERC Chairs at the quarterly OPSEU All Chairs meeting.
- 12.7 The Bargaining Unit Representative will notify his/her supervisor at least ten (10) days in advance of the committee meeting of the need for a leave of absence giving the date time and place of the meeting.
- 12.8 All time off described in Article 12 may be granted in a manner so as not to unduly interfere with operational requirements, but shall not be unreasonably denied.

Article 13 – Previous Memorandum of Agreement

- 13.1 These Terms of Reference cancels and supersedes the previous Terms of Reference dated October 11, 1990 between the Ontario Public Service Employees Union and the Ministry of Northern Development Mines.

Article 14 – Terms of Reference

- 14.1 This TOR will remain for one year from the date of signing and shall continue automatically thereafter for annual periods of one year each, unless either party notified the other, in writing within the period of ninety (90) days prior the expiration date, that it desires to amend these terms. It is further understood that the current TOR will remain in effect until a new TOR is entered into,

Signed this 30th day of SEPT. 2010

For the Ontario Public Service
Employees Union

Michael Clement
Michael Howard
[Signature]
Wan An

For the Ministry of Northern Development
Mines and Forestry

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[Signature]
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Werner Scott

Appendix A: JOINT COMMITMENT to BUILDING STRONGER WORKPLACE RELATIONSHIPS

We, members of the Ministry Employee Relations Committee, place a high value on building and maintaining our relationship based on regular, frank and open communication, mutual respect, trust and integrity.

We are committed to working together to strengthen and maintain our relationship, by:

1. Treating each other with honesty and respect, focusing on issues rather than on personalities.
2. Appreciating each other's high level of commitment to those we represent.
3. Respecting each other's roles and responsibilities.
4. Keeping our minds open to exploring options for the potential resolution of issues.
5. Committing to resolve differences at the earliest possible stage.
6. Giving others the benefit of doubt rather than assuming negative motives.
7. Focusing on the issues before us, leaving behind any baggage from past issues.
8. Communicating in a courteous and business-like manner, being mindful of our tone, volume, inflection and body language.
9. Sharing information we can share, in a timely way, and advising when we cannot.
10. Seeking out information, and practicing active listening by observing, paraphrasing, questioning and empathizing.
11. Imagining ourselves in the other person's position in order to fully appreciate their perspective.
12. Giving each other our undivided attention in meetings, avoiding side conversations while others are speaking, removing distractions such as cell phones and blackberries, and avoiding other interruptions.
13. Being respectful of each other's time by being prepared for meetings and being cognizant of start and end times.
14. Ensuring confidentiality is maintained where appropriate and/or requested.
15. Making every effort to meet commitments, and to do so in a timely manner; and advising each other with an explanation as soon as possible, if we cannot meet either the commitments themselves or the committed time frame.