

**Terms of Reference**  
**Public Service Alliance of Canada (the Employer) and**  
**the Alliance Employees' Union (AEU)**  
**Joint Union-Management Consultation Committee (UMCC)**

adopted by the UMCC Jan 14, 2003

**Purpose of the PSAC - UMCC Joint UMCC:**

- The purpose of the Joint UMCC is to work toward the collective interests of the parties in a positive work environment that promotes the principles of labour-management relations which reflect the highest regard for those the parties represent and their contributions to the workplace, each other, the PSAC membership, and the greater labour and social movements.

**Structure:**

- The AEU-PSAC Joint Union-Management Consultation Committee (UMCC) consists of an equal number of AEU and management representatives, not to exceed a total of twelve (12) committee members. The committee should be representative of the various branches and sections of the organization where Units I, II and X of the AEU are located.
- The Joint UMCC will endeavour to hold meetings at such times that include all representatives. However, meetings will not take place without a quorum of at least three (3) representatives from each party.
- Co-Chairpersons are appointed, one for The Employer and one for the AEU. The Co-Chairpersons are included in the committee representatives from each party on the Joint UMCC.
- Consistency with regard to representation on this committee is important in ensuring a viable working committee. Therefore, when committee members are replaced, the parties will guarantee that a thorough and complete orientation is provided for each new committee member.

**UMCC Mandate:**

- The parties are mandated by their contractual agreement, article 26.03, to “consult on areas of concern to both parties”.
- This committee is committed to consultation as a regular aspect of the development of policies and practices in those PSAC work-areas and work-places where AEU members from the above noted units are represented. For clarification, this means

that the parties are committed to full disclosure, at the earliest possible opportunity and to the maximum extent possible, of actions, or contemplated actions, with the view of ascertaining the full implications of those actions on the legitimate interests of the other party, and to resolving any problems which are identified.

- Further, the parties agree to work together in anticipation of outside decisions, influences, and/or trends that may impact the work or work environment of those they represent at the PSAC.
- In order to be effective, consultation must take place in an atmosphere of good faith, mutual respect, and trust.

### **Co-chair Responsibilities**

- The appointed Co-Chairpersons will share the responsibility of chairing Joint UMCC meetings on an alternating basis. They will also assume responsibility for the conduct and participation of their respective members.
- Co-Chairpersons responsible for chairing will obtain input for the meeting agenda and ensure that it is distributed, along with relevant documentation, in advance of the meeting date.
- Co-Chairpersons will have the responsibility for decision-making where time sensitive issues arise between meetings. It is expected, that these decisions will have the appropriate support of respective committee members.
- The Co-chairpersons will be responsible for communication with their respective representatives on the Joint UMCC, including keeping their representatives informed of ongoing issues and discussions between Joint UMCC meetings.

### **UMCC Members Roles and Responsibilities:**

- Members of the Joint UMCC will ensure that they are properly informed on issues being discussed at each meeting.
- Members of the Joint UMCC will undertake to obtain/provide information, guidance and direction from/to the individuals and groups they represent.
- The Joint UMCC is responsible for any communication requirements concerning the status and progress of their work. The parties agree to provide timely reports in a format and manner to be determined and jointly agreed to, on a regular basis, but at a minimum, after each Joint UMCC meeting. All joint communication from the Joint UMCC will be released in both official languages simultaneously.

- The Joint UMCC may create sub-committees with equal participation from both parties to look into specific areas, and to formulate recommendations to the appropriate parties for action.

### **UMCC Process:**

- Joint UMCC members are expected to fully participate, including offering differing perspectives and/or dissenting opinions. Such discussions will be held in a thoughtful and respectful manner. Each committee member will make every effort to hear all the views and perspectives tabled and to thoroughly explore all issues and concerns with an open and creative approach to jointly resolving problems and addressing concerns.
- The Joint UMCC will seek to operate on a consensual basis whenever possible. Where all avenues for consensus have been exhausted and issues remain outstanding, the Joint UMCC will note, in its proceedings and minutes, any issues that require referral to another committee for further action or any points of disagreement.
- In the event of a serious dispute, or the inability for committee members to reach a decision on the interpretation of these Terms of Reference or on key issues that might impede the progress of the work of the Joint UMCC, the committee may decide to call upon a third party to mediate and settle the dispute.
- The Joint UMCC will hold meetings on an as needed basis but no less than once every three months. Joint UMCC meetings should be scheduled in blocks (2-3 in advance) and should be considered a priority responsibility for all committee members.
- The parties will endeavour to respect identified priorities and timeframes set out on meeting agendas. Suggested adjustments to the agenda during the course of the meeting, should be agreed upon by the parties accordingly.
- All members appointed to the Joint UMCC will be provided with paid leave in order to allow them to participate in meetings of the Joint UMCC.

### **Meeting Preparation:**

- Where possible, the parties agree to share pertinent information related to issues being addressed at the meeting, at least two weeks in advance of each meeting.
- Committee members agree to meet with their respective representatives, in advance of each meeting, to discuss how to address issues on the agenda. Where possible, questions and/or concerns regarding agenda items, will be forwarded to the other party far enough in advance of the meeting to provide time for committee

representatives to prepare for a meaningful and effective dialogue and problem-solving process.

- The parties agree to consult with appropriate individuals, committees, and/or groups, to ensure that they have the mandate and support for the positions they bring to Joint UMCC meetings.

#### **Meeting Agendas:**

- Finalizing and distribution of the meeting agenda is the responsibility of the Co-Chairperson who will be chairing the meeting.
- Prior to distribution, both Co-Chairpersons will prioritize and allocate proposed timeframes to each agenda item.
- Agenda items should reflect the purpose and mandate of the Joint AEU-PSAC UMCC.

#### **Collective Bargaining Follow-up:**

- The parties agree after each new collective agreement is ratified, to review the agreement thoroughly with the objective of identifying clauses that should be referred to the UMCC for review and/or follow-up. Outstanding follow-up shall remain on the UMCC agenda until conclusion.

#### **Minute-taking:**

- Minute-taking will alternate with responsibility for 1<sup>st</sup> draft allocated to the party whose Co-Chairperson is responsible for chairing the meeting.
- All UMCC minutes will be reviewed by the parties and approved jointly by the Co-Chairpersons.
- Minutes will be finalized and distributed as soon as possible after a UMCC meeting but no later than four (4) weeks after a meeting has taken place.
- Minutes will be factual and unbiased, reflecting key positions and contributions of the parties, as well as final decisions and/or further action required.

#### **Follow-up:**

- The parties agree to allocate adequate time and resources to ensure follow-up of commitments made at or between UMCC meetings. Where, in extraordinary circumstances, committee members are unable to meet their commitment(s), they should undertake the responsibility of informing their respective Co-Chairperson

who will then delegate such responsibilities to another representative of their party on the UMCC.

- The parties agree that where decisions are made jointly at the UMCC, they will support such decisions fully and completely when reporting to and working with those individuals and groups within the PSAC that they represent.

**Administrative Support for the Working Group:**

- Where needed, administrative support related to the functions and activities of the UMCC will be resourced from the Human Resources Section of the PSAC. Direction to resourced staff will be given exclusively by the Employer Co-Chair to the UMCC.

**Agreement to Terms of Reference:**

- The parties agree that from this day forward, they will respect the principles, guidelines and agreements herein during the course of their work together on the PSAC - AEU Union-Management Committee.

Signed on behalf of the parties by,

\_\_\_\_\_  
PSAC Employer Co-Chair

\_\_\_\_\_  
AEU Co-Chair

on \_\_\_\_\_ (date signed).