

Labour Management Committee (LMC) Terms of Reference

Status and role

- a) The LMC is constituted under Article 4 of the current Collective Agreement between the University of Winnipeg (Employer) and the University of Winnipeg Faculty Association (Main Unit MLB-6362), hereafter referred to as the "Parties";
- b) The LMC shall function as a forum for the Parties to the Collective Agreement to address and attempt to resolve matters relating to the terms and conditions of employment of UWFA Members;
- c) In the event that a matter before the LMC proceeds to grievance it will no longer be within the purview of the LMC.

Composition

- a) The LMC shall be comprised of three (3) representatives of the Association one of whom shall be the UWFA Staff Officer, and three (3) representatives of the Employer including two representatives from Senior Administration and a representative from Human Resources;
- b) Each Party shall have the right to appoint its own representatives subject to the above;
- c) Either Party may bring a guest upon notice to, and the consent of, the other Party;
- d) In the event that a committee Member is unable to complete his or her term on the LMC, that Member shall be replaced as expeditiously as possible but with no more than two (2) regular sittings of the LMC having passed;
- e) LMC Members will make every reasonable attempt to attend meetings but in the event that an individual is unable to attend that person shall strive to give reasonable notice to the Chair responsible for presiding over the meeting at issue;
- f) In the event of irregular attendance by a committee Member that Member shall be replaced.

Functions

- a) The LMC shall provide a forum for exchanging information and consultation with respect to employer policies having implications for UWFA Members' terms and conditions of employment;
- b) The LMC shall be the forum where the Parties clarify and interpret the language of the Collective Agreement;
- c) The LMC shall be the forum for either Party to raise, and attempt to resolve, matters relative to the scope of the collective agreement and related statutes;

- d) From time to time the deliberations of the LMC may result in recommended Letters of Understanding that shall be put before those persons with the authority to sign them;
- e) The LMC shall carry out any and all tasks delegated to it by the Collective Agreement or by the agreement of the Parties to the Collective Agreement;
- f) The LMC may create subcommittees to deal with some tasks where those tasks either require or will substantially benefit from the input of those not appointed to the LMC;
- g) The LMC shall make note of and track items for future collective bargaining.

The Chairs

- a) Each Party shall determine its own Chair;
- b) Chairs shall serve for one (1) academic year and may be reappointed by their co-representatives;
- c) In the event that a Chair is unable to complete his or her term a replacement shall be appointed by and from those representing the affected Parties. The newly appointed Chair shall serve for the balance of the academic year;
- d) The Chair of the impending meeting shall prepare a tentative agenda and circulate it to all LMC Members at least five days in advance of an upcoming meeting. Committee Members shall have the right to request items to be included on the agenda. The Chair shall supply paper copies of the final agenda when the meeting convenes.

Conduct of Meetings

- a) The LMC shall meet at least once each month with the exception of July and August, but may meet more often, either by mutual agreement of the Chairs, or, on three (3) days' notice, at the call of either of the Chairs;
- b) The duty of chairing meetings of the LMC shall alternate between the parties;
- c) Meetings shall function according to Robert's Rules of Order;
- d) From time to time there may be some matters that may be given priority on the agenda, particularly those matters that could proceed to grievance;
- e) Quorum shall consist of four (4) members provided that two (2) representatives of each party are present;
- f) It is expected that recommendations flowing from the LMC will normally be based upon consensus; however, where a vote is necessary the Chairs shall have the right to vote; all votes will be recorded with numbers for and against.

Reporting

- a) Each party has a duty of accountability to LMC in order to ensure that the work of the LMC can proceed in a timely and effective manner;
- b) Each Party shall keep its principals abreast of the work of the LMC;
- c) Minutes shall be produced and made available on both the UWFA Website and the Human Resources Website;
- d) Minutes shall be circulated no more than five (5) working days following a meeting;
- e) If minutes have been amended, the amended versions shall be distributed along with those of the meeting at which they were amended.

Amendments to terms

- a) These terms shall be revisited and revised as necessary;
- b) All LMC Committee Members must be present in order for a vote to occur for the purpose of amending the terms of reference of the LMC;
- c) Amendments must be passed by a majority of LMC Members;
- d) Amendments shall not conflict with any provision in Article 4 of the Collective Agreement.

Approved March 30, 2009