

**CUPE LOCAL 391
BARGAINING COMMITTEE
TERMS OF REFERENCE**

Subject to, and in accordance with the applicable sections of the Constitution and Bylaws of CUPE Local 391, the following shall form the Terms of Reference for the CUPE Local 391 Bargaining Committee (hereinafter referred to as the "Committee") constituted for the purposes of negotiations and preparation for negotiations with the Library Boards covered by Local 391. CUPE Local 391 supports and strives to ensure the Bargaining Committee is gender neutral with representation of the equity seeking groups and the various job classifications covered by the Local (eg: Librarians, building maintenance etc). Prior bargaining experience shall also be considered.

- 1) The Committee shall be comprised of six (6) Members to be appointed as follows:
 - i) The Executive of CUPE Local 391 shall appoint a Vice-President to the Committee each year, at the beginning of the Union's fiscal year. The role of this appointee shall be to monitor and advise the Executive on matters related to the next round of bargaining and to make recommendations on committee composition;
 - ii) The President of Local 391 shall be a Member ex-officio of the Committee and shall serve as Co-Chair;
 - iii) The Executive shall appoint the remaining four (4) bargaining unit members employed by the applicable Library Board to the Bargaining Committee eight (8) months prior to the expiration of the current Collective Agreement;
 - iv) The Committee shall elect a Co-Chair from amongst its members at the first Committee meeting following its formation;
 - v) Upon signing a new Collective Agreement, the Committee shall stand down and shall not have any further bargaining authority. Upon dissolution of the Committee, all notes and records of the Committee shall be securely stored in the Union office;
 - vi) The Bargaining Committee(s) for any sub-unit of Local 391 shall be restricted to employees of that sub-unit save and except the President of the Local. The number of Members comprising any such Committee shall be determined from time to time by the Executive of Local 391, in consultation with the applicable Unit Representative. The Executive may, by a two thirds majority vote, vary any other condition set out herein as they may relate to sub-unit bargaining committees.
- 2) The National Servicing Representative shall be the Chief Spokesperson for the Committee while engaged in bargaining with the employer.
- 3) The President, (or alternately the 2nd Co-Chair) shall be the spokesperson for the Committee for the purpose of reporting to the Executive/Membership.
- 4) The President, (or alternately the 2nd Co-Chair) shall report to the Membership from time to time as determined by the Executive. Such report shall first be reviewed by the Executive which may make recommendations to the Committee respecting the content of the report prior to delivery to the Membership.

Considered and carried by a majority vote of the CUPE Local 391 Executive on the _____ day of _____, 2010.

Recording-Secretary, CUPE L. 391