

GC Policy – 1.1.8 - Negotiations Committee Terms of Reference

Definitions

1. In this Policy,
 - a. “AJC” means Association of Justice Counsel
 - b. “Chair” means the President of the AJC
 - c. “Committee” means the AJC Negotiations Committee
 - d. “Council” means the Governing Council of the AJC
 - e. “Corporate Secretary” means the AJC Corporate Secretary or their delegate
 - f. “Director” means member of the Governing Council
 - g. “Executive” means the AJC Executive Committee.

Composition

2. The Committee will consist of:
 - a. The President as Chair;
 - b. An undetermined number of Directors nominated by the President and confirmed by the Governing Council as voting members of the committee;
 - i. Note: While there is no required number, the committee should have approximately 10 voting members including the Chair.
 - c. An undetermined number of alternate Directors nominated by the President and confirmed by the Council, to replace voting members of the committee when they are unable to attend meetings.
 - i. With the exception of voting, alternate directors may, at the Chair’s discretion, fully participate in the work of the committee.

Nomination & Confirmation Process

3. In recommending nominations to the Committee to the Council, the Chair will:
 - a. Invite all Directors to express their interest to sit on the Committee;
 - b. Review all expressions of interest submitted by Directors;
 - c. Review proposed nominations with the Executive prior to submission to the Council;
 - d. Make formal nominations in the form of a motion to the Council for confirmation or rejection.

Chair can nominate without expression of interest

4. Notwithstanding s. 3(b), the Chair may nominate a director for membership to the Committee even if the Director did not submit an expression of interest.

Factors for Chair to Considering in making nominations

5. When nominating Directors for appointment as committee members, the President shall consider the following:
 - a. The best size that enables the group to work effectively and efficiently:
 - i. Note: Efficiency and effectiveness can be measured against the correlation between the group size and the following:



1. Quality of decision
 2. Group dynamics
 3. Delay in scheduling
 4. Length of bargaining process
- ii. Note: Group size is generally matched by the employer;
 - iii. Note: The optimal size of the team balances these competing factors and may relate to the extent to which meaningful bargaining is expected to take place in any given round.
- b. Balance in representation:
- i. Need for inclusivity and regional representation;
 - ii. Balance across all LP Levels;
 - iii. Linguistic diversity;
 - iv. Gender diversity, racial diversity and other minority voices;
 - v. Employer organisations (DoJ, PPSC, etc.)
 - vi. Certain regional representation may be more important when there are particularly acute issues in a given region at a particular point in time. It must be balanced against the recognition that the AJC is a national organisation.
 - vii. Given the need to balance all factors there can be no guarantee that every region, level, employer organisation or other group will always be represented on the committee. Our processes in place permit all concerns to be expressed, well understood and duly considered;
 - viii. Both advisory and litigation counsel.
- c. Experience and competency considerations
- i. Prior collective bargaining experience;
 - ii. In-depth knowledge of the collective agreement;
 - iii. Sound knowledge of the labour relations issues affecting the LP membership at large;
 - iv. Prior GC experience;
 - v. Aptitude for crunching numbers;
 - vi. Ability to remain objective and exercise sound judgement;
 - vii. Strategic thinking;
 - viii. Pragmatism;
 - ix. Decision-making ability;
 - x. Broad perspective;
 - xi. Detail-oriented;
 - xii. Ability to gather and distill information;
 - xiii. Good listening skills;
 - xiv. Ability to collaborate with people holding different viewpoints;
 - xv. Availability and willingness to contribute to the workload;
 - xvi. Appreciation of employment equity considerations and principles;
 - xvii. Ability to prioritize and identify the collective interests of the membership;
- d. Team Dynamic
- i. The team has to work well together;
- e. Succession planning and the long-term success of the AJC.

Mandate

6. The mandate of the Committee is to:
- a. Prepare for the upcoming round of bargaining;
 - b. Engage in collective bargaining with the employer until a collective agreement is obtained;
 - c. Review the process of bargaining at the conclusion of each round and recommend improvements.

Specific Duties

7. The committee is to:
- a. Consult the AJC membership on bargaining priorities, in particular through:
 - i. At least one survey a year;
 - ii. At least one virtual town hall meeting per region;
 - iii. Consultation with the AJC EDIA Committee; and
 - iv. A town hall on EDI issues.
 - b. Where possible, consult with the Regional Representatives Sub-Committee, in good faith, with the goal of ensuring that regional concerns are adequately addressed and integrated into the decision-making process:
 - i. During the development and recommendation of bargaining priorities by the Negotiations Committee;
 - ii. When significant employer proposals are being considered;
 - iii. When preparing a substantial proposal to present to the employer.
 - c. Collect and analyse relevant bargaining information, including, but not limited to:
 - i. Demographics of the LP bargaining unit;
 - ii. Compensation data applicable to the LP bargaining unit;
 - iii. Compensation data applicable to comparator service providers in
 - 1. the public and,
 - 2. private sectors;
 - iv. Collective agreements governing other comparator service providers;
 - d. Use 'Access To Information & Privacy' requests to obtain information;
 - e. Assist the GC in developing & recommending bargaining priorities, including long-term bargaining objectives over multiple rounds of bargaining;
 - f. Attend bargaining sessions with the employer and other related bargaining proceedings;
 - g. Consider and evaluate the employer's proposals, and
 - h. Prepare proposals for the employer's consideration.
 - i. Coordinate with the Job Action Committee any potential strike or job action.
 - j. Where possible, inform and meaningfully consult with the Council on all upcoming issues of significant importance prior to making a decision.

Delegated Authority

8. The Council delegates to the Committee authority to:

- a. Retain counsel and other experts as required;
- b. Commission bargaining-related studies or surveys where appropriate;
- c. Approve the membership bargaining priorities survey;
- d. Determine bargaining strategy and tactics
 - i. except for:
 - 1. the selection of the impasse resolution mechanism, which shall be:
 - a. reserved to the Council, and
 - b. determined in each new round of bargaining; and
 - 2. job action or strike, which shall be:
 - a. on the recommendation (which may be rejected) of the committee;
- e. Prioritize the bargaining priorities, approved by the Council, taking into account the ranking preferences of the membership and the Council.
- f. Submit proposals & counter-proposals to the employer during bargaining.
- g. Recommend to the Council that a vote of the membership be held to:
 - i. Ratify a proposed framework or collective agreement,
 - ii. Take job action, or
 - iii. Strike.

Role of External/Negotiations Counsel

- 9. The role of external Counsel is to:
 - a. Facilitate bargaining by providing the AJC with knowledge and expertise in collective bargaining,
 - b. Represent the AJC in other related bargaining proceedings.

Decisions Reserved to the Governing Council

- 10. The Council reserves for itself the right to:
 - a. Confirm the President's nomination of voting Directors to the Committee;
 - b. Review the results of the membership Bargaining Priorities Survey;
 - c. Determine the Associations' bargaining priorities;
 - d. Determine the timing for filing the notice to bargain after the Council had confirmed bargaining priorities;
 - e. Select the bargaining impasse resolution mechanism;
 - f. Recommend a proposed framework or collective agreement to the members;
 - g. Determine how long the Council will take to consider a recommendation of the negotiations committee;
 - h. Determine how long the membership will be provided to ratify a framework or collective agreement.

Duties & Authority of the Chair

- 11. The Chair of the Committee is responsible for and empowered to:
 - a. Chair meetings of the Committee;



- b. Appoint an Alternate Chair from among the voting members in the event, the President is unavailable to serve as Chair or where they consider such an appointment beneficial;
- c. Instruct retained counsel;
- d. Co-ordinate with the Council and committee and regional representatives, to develop and approve the AJC's bargaining priorities;
- e. Meet alone with Government of Canada/Treasury Board Officials;
- f. Approve bargaining related expenditures;
- g. Remove a member of the Committee who, in the opinion of the President, is not participating or not participating in good faith after:
 - i. Confirming with Counsel that the removal will not contravene any human rights legislation, and
 - ii. Considering the requirements of s. 5;
- h. Liaise with the Executive Director, VP Communications, Director of Communications and Communications Committee on a regular basis and as required to ensure essential information about collective bargaining and appropriate updates on bargaining are communicated to the membership;
- i. Provide a full debriefing to the Council at the end of a round of bargaining.

Minutes of Bargaining Sessions

- 12. The Corporate Secretary or designate, as determined by the Chair, will record minutes of the bargaining session with the employer.

Regional Representatives Sub-Committee

- 13. A mandatory subcommittee of the committee will be created at the start of a new bargaining proceeding.

Sub-Committee Composition

- 14. The following regions or regional groups may elect a director from their region to represent their interest on this subcommittee:
 - a. The British Columbia Regional Office,
 - b. The Calgary, Edmonton, Saskatchewan and Manitoba Regions,
 - c. The Yukon, Northwest Territories and Nunavut Regions,
 - d. The Ontario Regional Office,
 - e. The National Capital Region,
 - f. The Quebec Regional Office,
 - g. The Atlantic Regional Office.

Election to Subcommittee

- 15. The process of election to the subcommittee shall be as follows:
 - a. Nominations for this subcommittee may be submitted by any eligible director from the region or regional grouping, or self nominated;



- b. Each director is allowed one vote per round for their respective region;
- c. Votes must be cast within a two-week timeframe from the calling of the election for the Regional Representatives subcommittee, after all regions or regional groupings have finished nominating their candidates;
- d. The nominee receiving the highest number of votes in the election will be selected to be part of the committee;
- e. When there are Governing Council elections during the term of the Regional Representatives subcommittee, each region may choose to either vote to keep the current member on the Regional Representation Committee, or elect to nominate a new representative for their region or regional grouping.
- f. In the event of a tie vote for regional representatives, the chair will break the tie.

Reporting

- 16. The Chair will report to the Council and the Executive on:
 - a. the committee's activities and,
 - b. matters:
 - i. related to bargaining, and
 - ii. of significance to the bargaining process, and
 - c. advancement of the AJC's priorities.

Monthly Reporting

- 17. Reports will be made by the Chair to the Council and Executive on a monthly basis.

Confidentiality

- 18. The Council may have access to any and all information obtained by the AJC during the course of negotiations.
- 19. Information regarding bargaining that is considered by the Chair to be sensitive, or where dissemination would prejudice the AJC's bargaining efforts, will only be shared and discussed in-camera.

Non-Disclosure Agreement

- 20. All Directors must sign a non-disclosure agreement with respect to information regarding AJC bargaining that is shared and discussed in-camera.

Failure to Sign

- 21. Failure or refusal to sign a non-disclosure agreement will result in the removal of a director from any in-camera session of the Council in which information identified in s. 16 is discussed.

Post Bargaining Cycle Review

22. After each round of collective bargaining, a formal review of the existing negotiation committee terms of reference will be conducted to ensure that any lessons learned from the previous negotiation process are captured and integrated into the updated terms of reference. This review will aim to improve the efficiency, effectiveness, and fairness of future negotiations and related practices.

Approved Nov 7, 2024