

## 2.2.1 Collective Agreement Committee and Bargaining Team Terms of Reference

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1. The FSA will, during the period prior to and during regular collective bargaining, form a Collective Agreement Committee and Bargaining Team as described in this policy.
2. In addition, the FSA may, from time to time and on an ad hoc basis, form other committees for the purpose of bargaining outside of the regular bargaining cycle.
3. **Collective Agreement Committee (CAC)**
  - 3.1. The CAC is established up to eighteen months prior to the end date of the current Collective Agreement to provide recommendations to the Board on matters affecting FSA Collective Bargaining with BCIT.
  - 3.2. Prior to bargaining, the CAC will:
    - 3.2.1. Meet as needed to prepare for bargaining and will, within the limits of the approved budget:
      - 3.2.1.1. Consult with the membership (or a sub-set of the membership or specific constituencies), as broadly as possible concerning issues related to collective bargaining and negotiation;
      - 3.2.1.2. Obtain information from the membership, constituencies, comparable bargaining units, industry, and other sources that may impact bargaining; and
      - 3.2.1.3. Engage in other activities that, in the view of the committee, will benefit the FSA in collective bargaining.
    - 3.2.2. Give significant consideration to accessibility and inclusion when determining how it will meet, consult, and report. The CAC will provide multiple methods of participation in order to accommodate those who face barriers to participation, such as those working primarily in part-time studies, persons with disabilities, neurodivergent persons, socio-economically disadvantaged persons, and others.
    - 3.2.3. Recommend to the Board a bargaining mandate, bargaining proposals, and the membership of the Bargaining Team.
    - 3.2.4. Consider and develop strategies and tactics for the bargaining process.
  - 3.3. During bargaining, the CAC may:

- 3.3.1. Provide advice and information to the Bargaining Team as requested or required.
- 3.3.2. Provide reports to the Board, including any recommended changes to the bargaining position or mandate; and
- 3.3.3. Review any proposed terms of settlement from the Bargaining Team and make a recommendation to the Board on whether to accept or reject them.
- 3.4. The CAC will be chaired by the FSA President or another Director appointed by the Board.
- 3.5. Membership in the CAC will generally be for one bargaining cycle, with the CAC being re-established for each subsequent bargaining cycle.
- 3.6. Membership of the CAC will include:
  - 3.6.1. A maximum of nine members appointed by the Board, with a plurality of the members being current Directors;
  - 3.6.2. The current FSA President; and
  - 3.6.3. The Executive Director as an ex-officio member.
- 3.7. The members of the CAC shall be chosen to represent a diverse cross section of the FSA membership. This diversity will be expressed through inclusion of:
  - 3.7.1. Both regular and temporary full-time and part-time employees working in a variety of schools and departments and in a variety of classifications of employment including those working in part-time studies;
  - 3.7.2. Individuals in a variety of age groups, family situations, and lengths of service at BCIT;
  - 3.7.3. Members of marginalized groups, as defined in the current Equity Policy (Policy 2.4.5), who will make up at least 50% of committee membership.
- 3.8. At all times, the CAC and its diverse membership shall work together for the common good of the membership of the FSA.

#### **4. Bargaining Team**

- 4.1. The Bargaining Team is established just prior to the start of active collective bargaining to do the work of collective bargaining with BCIT on behalf of the FSA.
- 4.2. Members of the Bargaining Team will be appointed for a single bargaining cycle.
- 4.3. The FSA Bargaining Team shall consist of:

- 4.3.1. Four members appointed by the Board from within the CAC;
  - 4.3.2. The Executive Director (ex-officio); and
  - 4.3.3. At the discretion of the Board, up to two additional FSA members.
- 4.4. The members of the Bargaining Team shall be chosen to represent a similarly diverse cross-section of the FSA membership to that included in the membership of the CAC. In addition to that diversity, the mix of members of the Bargaining Team shall be chosen to satisfy the following needs:
- 4.4.1. Including members who are able to contribute within a collective bargaining context,
  - 4.4.2. Including members with long-term institutional and association knowledge and experience with collective bargaining, and
  - 4.4.3. Including members new to bargaining so as to increase the FSA's capacity in future bargaining cycles.

## **5. Ad Hoc Committees**

- 5.1. When convening an ad hoc committee to deal with bargaining outside of the regular bargaining cycle, the FSA will be guided by the principles of inclusivity, accessibility, and diversity outlined in the above sections of this policy when determining committee membership and consultation and communication strategies.
- 5.2. In cases where ad hoc committees are convened to address issues relating only to subgroup of FSA members – such as a department, program, or specific job classification - the FSA will attempt to ensure that there is representation from that subgroup in the committee, and if this is not possible, that appropriate and timely consultation is conducted with as many members of that subgroup as possible.
- 5.3. The existence and membership of ad hoc committees for bargaining outside of the regular bargaining cycle will be reported to the Board.

## **6. Deselection of Committee and Team Members**

- 6.1. The de-selection of a member of the Collective Agreement Committee, the Bargaining Team, or any Ad Hoc Committee will follow the procedure for de-selection established in policy 1.5.1 FSA Member Appointments to Committees.

## Revision History

<b>Date</b>	<b>Revision (Brief description)</b>
April 2018	Revised
December 2014	Formatted into branded policy template. No changes to content.
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Jan 30, 2006	Revised
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