

Sample Terms of Reference
Occupational Health and Safety Committees

TERMS OF REFERENCE

1. NAME OF JOINT HEALTH AND SAFETY COMMITTEE

The Committee shall be known as the *(insert name of committee)* Joint Health and Safety Committee.

(A name is reference for identification where there are other committees in the organization. Often a location or branch office reference is sufficient.)

2. PURPOSE OF THE COMMITTEE

The purpose of the joint committee is to:

- i. work cooperatively with the employer in identifying and resolving safety and health issues in support of a planned occupational safety and health program developed by the Policy Committee, and
- ii. to prevent occupational injuries and diseases in the workplace.

3. COMMITTEE MEMBERSHIP

- a) The committee shall consist of at least four (4) members.
- b) The committee must consist of worker representatives and employer representatives.
- c) At least half of the members must be worker representatives.
- d) The worker representatives must be selected by the Union representing workers at the workplace who do not exercise managerial functions at the workplace and shall be selected by the Union.
- e) The employer representatives must be selected by the employer from among persons who exercise managerial functions for the employer and, to the extent possible, who do so at the workplace for which the joint committee is established.
- f) The committee must have two (2) co-chairs; one selected by the worker

- representatives and the other selected by the employer representatives.
- g) All members will arrange to have an alternate member to attend meetings in their place when they are unavailable to attend.
 - h) The co-chairs of the committee must notify the employer when there is a lack of representation on the committee.
 - i) Committee members will sit on the committee for ***(insert number)*** years.
(Note that committees are more effective if terms of office overlap for committee members. This allows a mix of new and experienced committee members on the committee, even after elections.)

4. Co-chair Duties

- i. Facilitate the meetings
- ii. Review previous meeting reports and material prior to the meetings
- iii. Ensure that a meeting place is arranged
- iv. Ensure members are notified of meeting dates, times, and locations
- v. Ensure meeting agenda is prepared and distributed
- vi. Ensure meeting reports are prepared and distributed
- vii. Ensure that a copy of meeting reports is forwarded to the employer for distribution
- viii. Prepare recommendation(s) and forward to the employer for a response
- ix. Prepare all correspondence on behalf of the committee

5. COMMITTEE MEETINGS

- a) The Committee shall meet monthly, at least nine (9) times during the calendar year, except for July, August, and December, or as required due to emergency or special circumstances.
- b) Meetings shall be held during regular working hours.
- c) Emergency/Special Meetings: A member may contact a Co-Chair to advise them of an important situation within their workplace. In these cases, the Co-Chair may:
 - i) Call a special meeting of the Joint Committee and/or
 - ii) Convene a Sub-Committee meeting consisting of an equal number on worker and employer joint health and safety committee representatives.
- d) For purposes of conducting meetings, the role of the Chair shall alternate

between the Employer Co-Chair and the Union Co-Chair.

- a. Quorum for committee meetings shall consist of a majority of the members of the Committee, of which at least one-half are Employee (Union) Representatives and shall include the Employer Representative.
- b. Meetings shall usually be held in the (location name of office).
- c. Members of the joint committee shall be entitled to time off from work for:
 - i. The time required to attend meetings of the committee,
 - ii. Other time that is reasonably necessary to prepare for the meetings of the committee,
 - iii. Other time that is reasonably necessary to complete monthly workplace inspections, and
 - iv. Other time that is reasonably necessary to fulfill the other duties and functions of the committee.

6. AGENDAS AND REPORTS OF THE COMMITTEE

- a) Agenda items for Committee meeting will be submitted to the Co- Chairs at least ten (10) working days prior to the meeting.
- b) The agenda will be prepared by the co-chairs and distributed to the members five (5) days prior to the meeting.
- c) A Recorder of Minutes will rotate between members of the Committee on a voluntary basis at each meeting.
- d) All business activities and problem resolutions will be recorded in the Minutes.
- e) Draft Minutes will be distributed to all Committee members for their review and comment within ten (10) working days after the meeting.
- f) Following approval of draft Minutes by the Committee, the approved version of the Minutes will be distributed to all members of the Committee and to senior management of the Employer.
- g) The final version of the Minutes shall be posted on the Health and Safety bulletin boards in all offices covered by the committee, including electronic medium.

- h) Copies of Reports and Minutes shall be retained by the employer and be readily accessible to committee members and authorized Labour Program Officers.

7. POSTING OF COMMITTEE INFORMATION

The employer must promptly post and keep posted at the workplace, in a place readily accessible to employees the following:

- a) The names and work locations of the joint committee members,
- b) The reports of the three (3) most recent joint committee meetings, and
- c) Copies of any applicable orders under Part II, Sec 156 (1) issued in the preceding twelve (12) months.

8. DECISION MAKING

- a) Decisions of the Committee shall be made by consensus.
- b) In situations where consensus cannot be reached, Committee members shall be able to have their position reflected in the Minutes of the meeting.

9. EDUCATIONAL LEAVE ENTITLEMENTS

- a) Each member of the joint committee is entitled to an annual educational leave totaling eight (8) hours, or a longer period if prescribed by regulation, for the purpose of attending occupational health and safety training courses.
- b) The employer will provide the education leave without loss of pay or other benefits and must pay for, or reimburse the worker for, the costs of the training course and the reasonable costs of attending the course.

10. AMENDMENTS

These Terms of Reference shall be reviewed every two (2) years to ensure compliance with the **Canada Labour Code, Part II** and all other applicable legislation and may be amended by two thirds (2/3) vote of the committee members.

Adopted this day _____, 20XX

(insert name of Employer Co-Chair)
Employer Co-Chair

(insert name of Worker Co-Chair)
Worker Co-Chair