

The logo features the text "AFSCME" in a large, bold, white sans-serif font, with "Health & Safety Fact Sheet" in a smaller, white, italicized sans-serif font below it. The background is a blue gradient with a stylized white star and swooshes, and a green horizontal bar at the bottom.

AFSCME

Health & Safety Fact Sheet

Bargaining for a Joint Labor-Management Safety Committee

Unfortunately, no contract can solve all the health and safety issues. This is why the establishment of a joint labor-management safety committee is an important issue to bargain for. A joint committee can be an effective mechanism for getting action on hazards. The joint committee should also be viewed as a means of “continuous bargaining,” especially if new information emerges on old hazards, or for new hazards such as those created by new equipment, procedures, processes, technology, or work restructuring.

The joint labor-management safety committee is usually more effective if the union and management function as equals and if access, structure of the joint committee, representation, rights, responsibilities, meeting schedules, and other issues are spelled out clearly in the collective bargaining agreement.

Tips for Bargaining Language on a Joint Labor-Management Committee

Chair Selection – Optimally a joint labor-management safety committee provides for equal representation and voice, and this should be no different when setting up the chairperson position. The union should have a representative that is a co-chair (chosen by the union) so that management does not have a dominating role such as in setting agenda, running the meetings, recording, and distributing minutes.

Member Selection – The joint labor-management health and safety committee should be composed of an equal number of management and union representatives. The union will select its own representatives. You should never, ever allow the company to appoint your safety and health representatives, to veto the union's choices, or to dismiss your representatives from their union positions.

Responsibilities – The responsibility of the committee and its members should be clearly spelled out. Will the committee and its members be responsible for responding to and investigating injuries and incidents, for reviewing safety policies or programs, for conducting inspections? At no point should the union take or assume responsibility or liability for the employers' responsibilities, such as being responsible for workers' health and safety or ensuring an environment free from recognized hazards.

Term limits – Provisions should identify the means in which the union may replace their own selected representatives should the need arise; this should be dictated by the union and not management. Replacing union committee members should be done in such a way that ensures and maintains momentum or institutional/union knowledge.

Time allowed for committee work – Preparation for a labor-management safety and health committee meeting is just as important and should be just as well organized and inclusive of members' concerns as preparation for contract bargaining. The contract should recognize that union representatives are afforded adequate time to prepare for meetings.

Time paid for committee activities – Much the same as time allowed for committee work, the contract should stipulate that the union members' time conducting any safety committee related work is paid time.

Visit AFSCME's [contract database](#) (login required) for bargaining agreement language recommendations.