

ARTICLE 4 - This agreement and the next agreement

Section 4.4 - Negotiations for the next agreement

- *4.4.2 In the event that after negotiating in good faith the parties are unable to agree upon all matters dealing with compensation and benefits, namely the matters dealt with in articles 40 and 41 of this agreement, other than those dealt with in section 40.8, ~~together with any new proposal of such nature tabled by either party, and provided that all other matters have been either agreed to be set aside or resolved and mutually agreeable provisions for inclusion in a collective agreement have been executed by both parties, then those of~~ the aforementioned matters which remain in dispute may be referred to binding arbitration by either party in accordance with appendix C. The parties agree that there shall be no strike or lockout on the grounds of any dispute on a matter dealing exclusively with compensation or benefits.

APPENDIX C - Interest arbitration of compensation and benefits

*C.1 Within 10 working days following the date specified in the notice to bargain pursuant to 4.4.1, the parties shall forward the name of their nominee to the board of arbitration that may be constituted under C.3.

*C.2 Within 20 working days of the receipt of the names of the nominees, the nominees of both parties shall select, by mutual consent, a chair for the board of arbitration. In the event that the parties' nominees are unable to agree upon a person to act as chair of the board of arbitration, the parties agree that they shall apply to the Ministry of Labour for the Province of Ontario for the appointment of a chair following the step C.5 below.

*C.13 In the event that after negotiating in good faith the parties are unable to agree upon all matters dealing with compensation and benefits, namely the matters dealt with in articles 40 and 41 of this agreement together with any new proposals thereon, other than those dealt with in section 40.8, ~~for the year 1 May 2001 to 30 April 2002, and provided that all other matters have been either agreed to be set aside or resolved and mutually agreeable provisions for inclusion in a collective agreement have been executed by both parties,~~ either party may serve upon the other party a written notice that it desires to submit such matters remaining in dispute to binding ~~consensual~~ arbitration and such notice shall contain the following particulars:

(a) a statement of the serving party's views as to which matters concerning compensation and benefits properly are to be resolved by the board of arbitration and the serving party's ~~final~~ offer on those matters; and

~~(b) — the name of the serving party's nominee to the board of arbitration.~~

For the purpose of such arbitration, this clause C.13 shall, to the extent necessary, constitute the "submission" required by the Arbitration Act and the provisions of the said Act shall be applicable.

*C.24 Within 10 working days of receipt of the said notice of arbitration, the other party shall forward a reply to the serving party. The reply shall contain the following particulars:

(a) a statement of any disagreement as to the statement of the matters in issue contained in the notice of arbitration; and

(b) the replying party's views as to which matters concerning compensation and benefits properly are to be resolved by the board of arbitration and that party's ~~final~~ offer concerning those matters; ~~and~~.

~~(c) — the name of the replying party's nominee to the board of arbitration.~~

*C.35 Where the parties disagree on which matters are to be resolved by the board of arbitration, each party shall, within 10 working days of the receipt by the serving party of the reply to the notice of arbitration, forward to the other party its ~~final~~ offer concerning the additional matters, if any, raised by the other party, it being understood that such a ~~final~~ offer is submitted without prejudice to that party's primary contention that such a matter is not in issue.

- ~~*C.4—Within 10 working days of the receipt by the serving party of the reply to the notice of arbitration, the nominees of both parties shall select, by mutual consent, a chair for the board of arbitration from the list of persons contained in clause C.12. In the event that the parties' nominees are unable to agree upon a person named in clause C.12 to act as chair, they may agree to appoint a person not named in that clause and such person shall be the chair of the board of arbitration provided the appointment is approved by the parties. In the event that the parties' nominees are unable to agree upon a person to act as chair of the board of arbitration within 10 working days of the date of the reply to the notice of referral to arbitration, the chair shall be chosen by lot from among the persons named in clause C.12 or, where no person so chosen is available to serve as chair, the parties shall apply to the Ministry of Labour for the Province of Ontario for the appointment of a chair.~~
- *C.56 No member of a board of arbitration selected pursuant to this appendix shall be a person employed at the University of Ottawa or a member of the Board of Governors or Senate of the University of Ottawa.
- *C.67 Unless the parties agree otherwise, a hearing concerning the matters submitted to the board of arbitration shall be held within 20 working days of the receipt by the serving party of the reply to the notice of arbitration or within 20 working days of the ~~selection~~ appointment of the chair of the board by the Ministry of Labour.
- *C.78 The board of arbitration shall have power to fashion the remedy it deems appropriate in its decision ~~choose one party's entire submitted final offer of settlement~~ on all matters of compensation and benefits which remain in issue and shall not have the jurisdiction to decide upon any other matter ~~or in any other way alter, modify, amend or change the final offers of settlement submitted by the parties.~~ Notwithstanding the above, where the parties fail to agree upon which matters of compensation and benefits remain in issue at the time of referral to arbitration, the board of arbitration shall have the power to determine which matters of compensation and benefits remain in issue and are to be resolved by the board.
- *C.89 The decision of 2 members of the board of arbitration shall be final and binding upon the parties and in the event that 2 arbitrators cannot agree then the decision of the chair shall be final and binding on both parties. The written decision of the board of arbitration shall be forwarded to the parties' liaison officers within 20 working days following the conclusion of the hearing, unless the parties agree to an extension of this time period.
- *C.910 An ~~final~~ offer submitted pursuant to C.31, C.24, or C.35 need not reflect the final position presented at the bargaining table, but shall not include any matters not previously raised during negotiations or any manners previously resolved.
- *C.1011 Each party shall bear the cost of its nominee to the board of arbitration and any witness produced by such party. The expenses of the chair shall be shared equally by both parties.
- *C.1112 This appendix shall not, in and of itself, be deemed or considered to be a collective agreement between the parties for the purposes of the Ontario Labour Relations Act, as amended.
- ~~*C.12—The parties will draw up a list of persons who may be selected as chair of a board of arbitration pursuant to C.4. The list may be amended by agreement of the parties from time to time as required.~~