

SECTION 49

NEGOTIATIONS AND DISPUTE RESOLUTION

- 49.01 Where the Association or the Board wishes to commence collective bargaining for the revision or renewal of this Agreement, either party shall give a written notice to the other party one hundred and fifty to one hundred and thirty-five (150-135) days prior to the expiry date of this Agreement of its intention to commence bargaining. Thereafter, the parties or their representatives shall meet and exchange proposals in good faith on those terms which each party wishes to negotiate. Such exchange shall occur no later than fifteen (15) days following receipt by either party of notice to commence bargaining. These proposals shall be presented and shall form the initial positions of the two parties to the Agreement.
- 49.02 Within five (5) days, and from time to time thereafter, the bargaining committees of the Board and the Association shall meet in good faith in order to attempt to agree upon the terms of the new Collective Agreement.
- 49.03 In the event that the two parties cannot come to an agreement, but in any event not earlier than seventy (70) days prior to the expiry date of the Agreement, either party may notify the other in writing of its desire to seek mediation and failing agreement during mediation, to submit the outstanding differences to arbitration.

MEDIATION

- 49.04 (a) The notice referred to in Section 49.03 shall contain a name or list of names of the person or persons whom the party submitting notice is willing to accept as mediator.
- (b) No person shall be appointed as a mediator who:
- (i) is directly affected by the dispute, or
 - (ii) has been involved in an attempt to negotiate or settle the dispute,
 - (iii) has not resided in the Province of Alberta for one (1) year immediately preceding the date of appointment.
- 49.05 If the party receiving notice pursuant to Section 49.03 accepts the person or one of the persons suggested by the other party to act as mediator, it shall, within seven (7) days, notify the other party accordingly and the difference shall be submitted to the person for mediation.
- 49.06 If the party receiving notice pursuant to 49.03 does not accept any of the persons suggested by the other party to act as mediator, it shall within seven (7) days, notify the other party accordingly and send a name or list of names of the person or persons whom it is willing to accept as mediator.
- 49.07 If the parties are unable to agree on a person to act as mediator, either party may make application to the Chair of the Alberta Labour Relations Board, Province of Alberta to assign a mediator to assist them to resolve the dispute.
- 49.08 (a) The mediator shall make recommendations only on those items which remain in dispute.
- (b) If either party rejects the mediator's recommendations, the Association and the Employer shall proceed to binding arbitration as per the procedure stated below.

ARBITRATION

- 49.09 (a) Each party within ten (10) days of the dispute being referred to binding Arbitration shall appoint a person to act as a member of the Arbitration Board, and shall forthwith notify the other party of such appointment.
- (b) The two persons appointed to act as members of an Arbitration Board shall attempt to mutually agree upon a third person to act as Chair of the Arbitration Board within ten (10) days of the date the second person is appointed.
- (c) No person shall be appointed to an Arbitration Board who:
- (i) is directly affected by the dispute, or
 - (ii) has been involved in an attempt to negotiate or settle the dispute,
 - (iii) has not resided in the Province of Alberta for one (1) year immediately preceding the date of appointment.

- 49.10 (a) If the Institute or the Association fails to appoint a person as a member of an Arbitration Board, the Chair of the Labour Relations Board under the Labour Relations Act may appoint a person to act as a member on its or their behalf.
- (b) Where the two persons appointed as members of an Arbitration Board fail to appoint a person to act as Chair, the Chair of the Alberta Labour Relations Board under the Labour Relations Act shall appoint a person to act as a member and Chair on their behalf.
- (c) Where a vacancy occurs in the membership of an Arbitration Board it shall be filled in the same manner as provided for in the original appointment of the member or Chair.
- 49.11 Where an Arbitration Board is established, each party shall forthwith deliver a statement in writing to the Chair stating the items which remain in dispute.
- 49.12 The Arbitration Board has the power to determine its own procedure but shall give full opportunity to the Institute and the Association to be heard.
- 49.13 If without reasonable cause shown, either party to the proceedings before the Arbitration Board fails to attend or be represented, the Arbitration Board may proceed as if the party had duly attended or been represented.
- 49.14 (a) As soon as possible after making an inquiry into the arbitrable items in the dispute referred to it, the Arbitration Board shall make an award and in its award deal with each arbitrable item in dispute.
- (b) An arbitrable award may be retroactive in whole or in part.
- (c) The Arbitration Board may issue:
- (i) One (1) arbitral award, or
- (ii) Two (2) or more arbitral awards at different times.
- 49.15 The Arbitration Board's award shall be signed by such members as concur therein and shall be transmitted in writing to the Association and the Institute as soon as possible.
- 49.16 A decision of the majority of the members of an Arbitration Board is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair governs and this decision shall be deemed to be the award of the Arbitration Board.
- 49.17 (a) Upon making an arbitral award the Arbitration Board shall file a copy of it with the Chair of the Labour Relations Board and serve a copy of it on the Institute and the Association personally or by double registered mail.
- (b) The Arbitration Board shall only award on, and its jurisdiction shall be limited to those items which remain in dispute between the parties.
- 49.18 (a) An arbitral award of an Arbitration Board is binding upon the Association and on every academic staff member in the unit on whose behalf it was bargaining collectively and upon the Institute. The Institute and the Association shall forthwith give effect to it.
- (b) The terms of one (1) or more arbitral awards relating to, entering into, renewing or revising a Collective Agreement shall be included in a Collective Agreement and promptly executed by the parties.
- 49.19 (a) If either the Institute or the Association refuses to participate in the preparation of a Collective Agreement in accordance with Section 49.18(b) of this procedure, the other party may prepare the Collective Agreement giving effect to:
- (i) the one (1) or more arbitral awards of the Arbitration Board or Arbitration Boards, and
- (ii) such other matters as are agreed to by the parties, and shall submit the Agreement to the one (1) or more Arbitration Boards concerned to certify in each case that the Agreement accurately incorporates the one (1) or more awards of that Arbitration Board.
- (b) When an Arbitration Board receives a Collective Agreement pursuant to Section 49.19(a)(ii), and it is satisfied that it gives effect to its award, the Arbitration Board shall certify the Collective Agreement as accurately incorporating its award.

- 49.20 (a) Upon certification by the one (1) or more Arbitration Boards concerned pursuant to Section 49.19(b), the Institute and the Association shall sign the Collective Agreement.
- (b) If, at the expiration of ten (10) days after the date of certification by the one (1) or the final Arbitration Board concerned, neither party to the Collective Agreement has signed it, or one (1) party to the Collective Agreement has signed it, the Collective Agreement there upon becomes a Collective Agreement between the parties as if they had both signed it and is effective from the date or dates specified in the Collective Agreement or if there are no dates, from the date or dates specified by the one (1) or more Arbitration Boards concerned.
- (c) The Collective Agreement referred to in Section 49.20(a) is binding upon the Association and every academic staff member in the unit on whose behalf it was bargaining collectively, and the Institute.
- 49.21 (a) Where the Institute and the Association agree that a single arbitrator is appropriate, then they may establish an individual as an Arbitration Board in accordance with this dispute settlement procedure.
- (b) A single arbitrator shall be appointed in the same manner and shall have the same powers and be subject to the same limitations as a three (3) member Arbitration Board referred to in this procedure.
- 49.22 Each party to the dispute shall bear the expense of its representative appointed to the Arbitration Board.
- 49.23 The parties agree to share equally the fees and expenses of any mediator or arbitrator.
- 49.24 All time limits may be amended by agreement between the parties.