

## **SECTION 5**

### **CONTINUATION OF COLLECTIVE AGREEMENT**

- 5.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the remainder of the Agreement shall remain in force.
- 5.02 In the event that any Sections of the Agreement are invalidated or disallowed by legislation these Sections will be re-negotiated. The Institute and the Association shall meet within thirty (30) calendar days of knowledge of a change in legislation affecting these Sections, and shall attempt to resolve any differences resulting from the change in legislation. If the differences remain unresolved within thirty (30) calendar days of their first meeting then either party may submit the differences to arbitration, as hereinafter provided.
- (a) Within ten (10) work days after the notice to refer the matter to arbitration has been received, the Parties shall appoint nominees to the Arbitration Board. The nominees shall follow the provisions of 49.09 and 49.10 of this Agreement in appointing a Chair of the Arbitration Board;
  - (b) The Parties to this Agreement shall bear in equal proportion the expenses and allowances of the Chair;
  - (c) Time off will be provided to those staff members who have been designated by the Academic Staff Association to represent the Association during the arbitration proceedings, pursuant to Section 12.01(b);
  - (d) The Arbitration Board shall award only on items affected;
  - (e) The expenses of witnesses called by the Chair shall be shared on an equal basis by the parties to this Agreement;
  - (f) The Chair may request that the Parties submit written briefs containing details of the factors surrounding the differences when convening a hearing;
  - (g) Upon being appointed, the Arbitration Board shall convene a hearing as soon as possible and advise the Parties of the hearing date. At the hearing the Institute may be represented by the President or designee(s), the Association may be represented by the President of the Academic Staff Association or designee(s);
  - (h) The Arbitration Board shall normally submit a report on their findings and decision within thirty (30) calendar days following completion of the hearing to:
    - (i) the President, and
    - (ii) the President of the Association.
  - (i) Where the Arbitrator is unable to comply with the time limit in (h) above, the Chair shall notify all Parties concerned in writing;
  - (j) The award is binding on both parties and shall be incorporated in the terms of the Collective Agreement.
- 5.03 Where a difference exists, the Agreement shall supersede the Institute's Policies, Guidelines and Procedures.