ARTICLE 2 TERMS OF AGREEMENT

2.1 GENERAL

A. This Agreement shall come into force on the date of last ratification by the Association and the University and is to be in force until June 30, 2029. In the event of conciliation and/or arbitration, the Agreement shall continue in force until a new Agreement is reached.

B. Certain provisions of this Agreement as set out herein continue beyond June 30, 2026.

C. A committee representing the University and a committee representing the Association shall meet at the request of either party to discuss matters of mutual concern.

D. The Agreement may be altered before the date in Article 2.1.A. (Terms of Agreement), only by the mutual written consent of the University and the Association.

E. This Agreement shall be effective as and from the date of last ratification by the Association and the Board of Governors, and shall expire on the 30th day of June 2029. Thereafter, it shall continue in full force and effect for one (1) year and from year to year thereafter unless either party gives to the other party within one hundred and twenty (120) days prior to its expiry, written notice of its desire to amend or terminate this Agreement. Representatives of the parties shall commence negotiations within fourteen (14) days of such notice.

2.2 CONCILIATION

A. At any time after fourteen days from the commencement of negotiations, either party may request the services of a conciliator appointed by the Ontario Minister of Labour, who will endeavour to resolve the outstanding issue(s).

B. In the event that no agreement is reached through the services of the conciliator, they will advise the chairs of both negotiating committees before withdrawing their services.

C. All costs of conciliation proceedings will be shared equally by the University and the Association.

D. By mutual agreement between the parties, the provisions of 2.2 above may be waived.

2.3 ARBITRATION

A. The parties agree to submit any unresolved issue or issues between them to final and binding arbitration in the event that a new Agreement has not been reached within seven (7) days from the date of the withdrawal of the conciliator or from the date of an agreement between them not to seek conciliation, whichever event is the earlier.

B. Arbitration shall be by a single arbitrator appointed by the parties within a further seven (7) days of the date referred to in A. above except that if either of the parties wishes arbitration by a three-person arbitration board, then that party shall notify the other party within fourteen (14) days of the date referred to in paragraph A. hereof, which notice shall contain the name of that party's appointee to the arbitration board. The recipient of the notice shall within fourteen (14) days thereafter inform the other party of the name of its appointee to the arbitration board and the two parties shall, within seven (7) days of the appointment of the second of the appointees, then appoint a third person who shall be the chair.

C. In the event that the parties fail to agree upon a single arbitrator or a chair for an arbitration board, as the case may be, within the time limit therefore, then either party may within a further period of seven (7) days thereof request that the Minister of Labour for Ontario make such appointment.

D. The parties shall each file with the single arbitrator or the arbitration board, as the case may be, a written submission with respect to the unresolved issue or issues together with a statement of the provisions upon which a tentative agreement has been reached and a copy of the previous Agreement.

E. The single arbitrator or the arbitration board, as the case may be, shall make an award in writing which award shall be final and binding on the parties which together with the previously agreed upon provisions shall constitute the new Agreement. The decision of a majority of an arbitration board shall be the decision of said arbitration board, but if there is no majority, the decision of the chair shall govern.

F. Each of the parties shall pay one-half of the remuneration and expenses of the single arbitrator or in the case of an arbitration board, each party shall pay the remuneration and expenses of its own appointee and one-half of the remuneration and expenses of the chair.

G. It is understood and agreed that any person who either is or has been previously employed or engaged in any capacity for either the University or the Association shall not be eligible to serve as single arbitrator or on an arbitration board.

H. It is agreed that neither party shall at any time unilaterally communicate with the single arbitrator or chair of the arbitration board without the knowledge and

consent of the other party and further, that neither party shall so communicate with its respective appointee to the arbitration board after the time that such arbitration board has commenced to hear the case, except as may be necessary for the scheduling or changing of any hearing date(s).

I. The parties by mutual agreement or the single arbitrator or the arbitration board as the case may be, may waive any of the time limits herein contained.

2.4 MEMBERSHIP IN THE ASSOCIATION

A. All members of the faculty shall automatically, as a condition of employment, become and remain members of the Association, as provided in the By-laws of the Association. The University will provide the Association with a list of faculty members, by category of appointment, annually by October 1, and will provide a list of changes in faculty members monthly thereafter.

B. All Professional Counsellors and Librarians shall automatically, as a condition of employment, become and remain members of the Association. The University will provide the Association with a list of Professional Counsellors and Librarians annually by October 1, and will provide a list of changes in these members monthly thereafter.

C. The University agrees to deduct the Association fees each month from the salary of each Association member, and to deduct the initiation fee from the first month's salary of each new member.

D. Faculty members who accept appointment to administrative positions above the title of Chair/Director in the academic stream or who accept appointment to administrative positions in the non-academic administration will normally become Associate Members of the Association for the duration of their appointment. These Faculty members may elect not to maintain their Associate membership as outlined in Article 4.7.A.

E. Librarians who accept appointment to the position of Dean of Libraries or Associate Dean of Libraries or who accept appointment to administrative positions outside the Library in the non-academic administration will normally become Associate Members of the Association for the duration of their appointment. These Librarians members may elect not to maintain their Associate membership as outlined in MOU 10.

2.5 GRANDPARENTING PROVISIONS

As indicated in the respective Articles of the Agreement, the following provisions form part of the Agreement until all faculty members hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article 10 (Workload), whichever comes first, and can be changed only by negotiation and subsequent ratification by

two-thirds of the faculty members hired before January 1, 1992, and working under Mode I of Article 10 (Workload), and not by arbitration:

A. Article 4.4.B., C. and Article 13.1 F. 1. Professorial Ranks;

B. Article 10, Mode I (Workload): Workload.