COMPOSITION
1. Three members of faculty appointed by Association and three members of the Administration appointed by the President of the University shall take office on July 1st for a minimum term of one year.

2. The Chairmanshhip shall alternate annually between the Association's membership and that of the Administration. The Chairman shall have a vote on all questions on which a vote is taken.

3. A secretary to the Committee shall be appointed each year by the Chairman of the Committee.

4. Consultants and observers may be added at the discretion of the Committee.

PURPOSES AND TERMS OF REFERENCE
A. To provide a forum wherein the Administration and the Association discuss issues and concerns confronting the University; both sides agree to present full information bearing on those issues and concerns and to respond to all questions and enquiries. All information laid before the Committee shall be communicable by its members except where Committee specifies confidentiality within the Committee. From time to time the Committee will make statements to the community at large on matters under discussion.

B. To consider and discuss each year any issues relating to the terms and conditions of employment of faculty; University policies on such matters as research and other leave, teaching and work loads, financial exigency, etc., may be brought to the Committee for discussion and/or approval;

C. To provide a forum for negotiating and determining faculty remuneration (salary and benefits); in this matter only, the following specific terms of reference shall apply:

1. To establish and review annually a panel of at least two selection officers mutually agreeable to the Administration and to the Association Executive.

2. To receive each year, from the President's Budget Committee, prior to and during the preparation of the operating budget, full information on the factors and policy assumptions therein, and to receive from the administration full and timely information on the costs of existing and proposed benefits, in order to determine faculty remuneration (salaries and benefits).

3. To negotiate faculty remuneration (salaries and benefits) for the following year.

4. To make recommendations on faculty remuneration (salaries and benefits) for the following year to the President and to the Association's membership.

5. To report to the President's Budget Committee the agreed faculty remuneration (salaries and benefits) for the following year or, in the event of disagreement, the final positions of the Association and Administration representatives.

PROCEDURE FOR DETERMINING FACULTY REMUNERATION (SALARIES AND BENEFITS)

PHASE 1. AGREEMENT IN COMMITTEE
Prior to November 1st each year, the Committee shall establish the panel of Selection Officers. Should the Committee be unable to agree on the membership of the panel by November 1st, the Chairman of the Board of Governors shall be so informed by the parties and requested to appoint a three-person committee, composed of one representative from each of the Board of Governors, the Faculty Association and the Administration, to determine the panel of Selection Officers by November 30.

By December 15th of each year, the University Administration and the Faculty Association will submit to the Committee written statements outlining amendments, additions and/or deletions which are being sought for the ensuing year in salary and benefit programmes for faculty members.

The Committee thereupon shall make every reasonable effort to reach agreement on these items before the following February 1st. It may call upon the President of the University for assistance in reaching agreement.

If the Committee reaches agreement, it shall issue a report to all members of faculty who participate in the Career Progress/Merit Scheme in which the background to the
agreement will be fully developed. The Committee shall
arrange for there to be held a meeting of all faculty at
which the agreement will be discussed.

The Faculty Association shall then seek ratification of the
agreement by way of a mail ballot sent only to those
members of the Association who participate in the Career
Progress/Merit Scheme. The Association’s auditor shall act
as Returning Officer and shall report the result of the vote
to the Association membership and to the Joint
Committee.

If the agreement is approved by a majority of the faculty
voting, its terms shall be binding upon the Administration
and upon the Faculty Association and shall be
incorporated in the President’s Budget Committee’s final
budget proposals for the following year.

If the Committee fails to reach an agreement on any items
before the February 1st deadline, then the Committee shall
report by mail to all members of faculty who participate in
the Career Progress/Merit Scheme, the positions taken in
the Committee, including fully developed background
information. The President of the University shall have the
opportunity to comment upon the positions taken in the
Committee. The Committee may choose to call a meeting
of all faculty to explain the reasons for the lack of an
agreement.

PHASE 2. NEGOTIATION PROCEDURES BETWEEN
ADMINISTRATION AND ASSOCIATION
If agreement is not reached in the Committee by February
1, or if a majority of faculty voting does not ratify the
agreement reached in the Joint Committee, then:

a. The Administration and the Faculty Association shall
each appoint a team of three negotiators, who may be
their respective representatives on the Joint
Committee.

b. The Administration and the Faculty Association shall
each submit to the other a written statement of their
positions on the unresolved items.

c. The Administration and the Faculty Association shall
each negotiate in good faith in an attempt to reach an
agreement.

d. Each party may alter its written statement of position
in attempts to reach an agreement. Any such
agreement shall be subject to ratification using the
process described in Phase 1. If the agreement is
ratified, its terms shall be binding upon the
Administration and upon the Faculty Association and
shall be incorporated in the President’s Budget
Committee’s final budget proposals for the following
year.

PHASE 3. FINAL OFFER SELECTION
If no agreement in Committee has been reached by March
15, or if an agreement has been reached but has not been
ratified by the end of March, then:

a. Negotiations shall cease

b. One Selection Officer shall be immediately chosen by
lot from the panel to make a decision on the
unresolved items.

c. Within one week of the date a Selection Officer has
been determined, the Administration and the Faculty
Association shall submit to the Selection Officer
written statements of their final positions on the
unresolved items. The statements shall also list those
items upon which agreement has been reached for
the following year. The statements of final positions
shall be exchanged by the parties and shall be public
documents within the University, once they have
been submitted to the Selection Officer.

d. The Selection Officer may meet with the negotiating
teams for the purpose of clarifying their submissions.

e. Within three weeks of the submission of the final
position statements to the Selection Officer, he or she
shall select in toto one of the two final positions
submitted to him or her and forthwith communicate
his or her decision in writing to the President of the
University and to the President of the Faculty
Association. The decision of the Selection Officer
shall be binding upon both the University and the
Faculty Association.

f. The Selection Officer shall, if requested by either
party, provide written reasons for the selection which
he or she has made.

g. The expenses of the Selection Officer shall be borne
equally by the University and the Association.

If an existing policy regarding faculty remuneration
(salaries and benefits) is the subject of negotiation, the
then current policy shall remain in effect until agreement
has been reached upon any changes therein, or until a
settlement has been determined in accordance with the
above procedures.

Board of Governors — December 1984
Revised October 1st, 1987
Revised October 20th, 1988

C:\My Documents\Joint Committee\JCTerms.wpd
FLOW CHART FOR PROCEDURES FOR DETERMINING FACULTY REMUNERATION

MAXIMUM TIMES

**PHASE 1**

<table>
<thead>
<tr>
<th>December 15</th>
<th>Joint Committee</th>
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<tbody>
<tr>
<td>Agreement</td>
<td>General Meeting</td>
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**PHASE 2**

<table>
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<th>February 1</th>
<th>Negotiating Committee</th>
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<tr>
<td>Agreement</td>
<td>General Meeting</td>
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**PHASE 3**

<table>
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<tr>
<th>March 15</th>
<th>Negotiations Cease and Selection Officer Chosen</th>
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<tr>
<td>1 week</td>
<td>Final Position of Parties</td>
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**Mid-April**

<table>
<thead>
<tr>
<th>Selection Officer's Decision</th>
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</thead>
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University President          Budget Committee          Faculty Association President