

Memorandum of Agreement

The parties agree to resolve the outstanding issues in negotiation and end the work stoppage in the following manner:

1. The Union agrees to end the strike effective March 24, 2006.
2. Faculty will return to work on Monday, March 27, 2006.
3. The parties agree that the Collective Agreement will expire on August 31, 2009.
4. The parties agree to refer all matters remaining in dispute between them to William Kaplan who will act as the Arbitrator.
5. The method used to resolve the dispute shall be mediation-arbitration. Should the Arbitrator not be able to resolve all outstanding issues he shall have the power to determine the method of dispute resolution to use for any issue or group of issues that remain outstanding.
6. The Arbitrator has the authority to control his own procedure and without limiting the foregoing;
 - a) to summon any person,
 - i) to give oral or written evidence on oath or affirmation to the Arbitrator, or
 - ii) to produce in evidence for the Arbitrator such documents and other things as the Arbitrator may specify;
 - b) to administer oaths and affirmations;
 - c) to accept for or exclude from consideration any oral testimony, document or other thing, whether admissible in a court of law or not.
7. In the conduct of proceedings before an Arbitrator and in reaching a decision in respect of a matter in dispute, the Arbitrator may inquire into and consider any matter that the Arbitrator considers relevant to the making of an agreement between the parties.
8. The Arbitrator shall complete the consideration of all matters in dispute between the parties and shall report in writing his decision on the matters to the parties within sixty days after the giving of notice of the appointment of the Arbitration or within such longer period of time as may be provided in writing by the Arbitrator and consented to by the parties.
9. The decision of the Arbitrator is binding upon the parties and they shall comply in good faith with the decision.
10. The Arbitrator, upon application by either party to a decision within ten days after the release of the decision, subject to affording the parties the opportunity to make representations thereupon to the Arbitrator amend, alter or vary the decision where it is shown to the satisfaction of the Arbitrator has failed to deal with any matter in dispute referred to the Arbitrator or that an error is apparent on the face of the decision.

11. Within thirty days after receipt by the parties of the report of the Arbitrator, the parties shall prepare a document giving effect to all matters agreed upon by the parties and the decisions of the Arbitrator and shall execute the document and thereupon it constitutes an agreement.
12. Appendix A sets out the list of outstanding issues in dispute between the parties.
13. Appendix B sets out the agreed items.
14. Appendix C sets out the Return-to-Work Protocol agreed to by the parties, subject to the agreement to have the Arbitrator determine the outstanding return to work issue identified in the list of outstanding issues in dispute.

For the Union

For Management

Date

Date

RETURN-TO-WORK PROTOCOL

- The reduction in the annual salary for a full-time bargaining unit member will be 1/261 of the annual salary for each working day of the work stoppage. Time specified on a SWF covering the work stoppage period shall not be treated as having been worked for the purpose of Article 11.
- During the 2005/2006 and 2006/2007 academic years, to the extent required by the College, any teaching time lost as a result of the work stoppage may be made up at the expense of time reserved for complementary functions and professional development. For clarity, this means that teachers may not be required to perform work ordinarily done during the non-teaching periods to the extent that such time will now be used for teaching.
- Given that the work stoppage commenced mid-week, the interrupted teaching week of the first week of the work stoppage, as well as any possible interrupted teaching week during the first week of return to work in which teaching occurs, will not count as full teaching contact weeks, but will be pro-rated on the basis of the actual contact days taught.
- For the 2005/2006 academic year, the total professional development days referred to in Articles 11.01 H 1 and 11.04 B 1 shall be reduced to 9. The College may require that less be utilized, but any not utilized shall be carried over to the year 2006/2007, and may be utilized in addition to the normal allocation for that year. The College may use its best efforts to avoid this occurring.
- Where the only change to the instructional assignment as described on the SWF in force when the work stoppage commenced is the change in the dates of the SWF period and any resultant changes to the total hours, days and weeks, does not constitute a change in circumstances requiring an amended SWF as indicated in 11.02 A 1 (b). Any new SWF issued as a result of the work stoppage shall not require notice contained in 11.02 A 1 (a) or 11.02 A 5.
- No work specified on a SWF for the period of the work stoppage shall be applied to any of the workload limits in Article 11.
- For the purposes of Article 11.01 G 2, the circumstances arising as a result of the work stoppage are deemed not to be atypical.
- For the purposes of Article 2.03, Article 27, Article 32 and Appendix V, the

period of the work stoppage will not be considered in determining the time requirements.

- The four-week notification period for vacation will be waived for two weeks following the end of the work stoppage.
- The resumption of salary and benefits is effective on the official return to work date of March 27, 2006.
- The bad faith bargaining charges filed by the Union will be withdrawn.
- The parties agree that a board of arbitration will be appointed to hear any faculty grievances arising out of or related to return to work. Faculty grievances related to workload arising from the return to work shall proceed directly to the board of arbitration who shall have the powers referenced in Article 32.
- There shall be no reprisal or discipline arising from strike activities, including pre-strike activities.
- Continuous service shall not be interrupted.
- Colleges shall pay retroactively parental and pregnancy sub-payments that were not paid during the strike.
- Timely return of the residue from the insurance deposit.