

MEMORANDUM OF SETTLEMENT

Between

University of Prince Edward Island Board of Governors

(“the Employer”)

- and -

University of Prince Edward Island Faculty Association

(the “Association”)

WHEREAS the Association filed a Grievance (FA-21-01-A) on January 4, 2021 alleging that Association members were asked by the Employer to teach or approve UPEI courses at University of Canada, Egypt / UPEI, Cairo Campus (“UCE”) in a manner that was contrary to the Collective Agreement, and particularly the conflict of interest provisions;

AND WHEREAS the Grievance was referred to arbitration and scheduled to proceed by med/arb by an Arbitration Board on April 4, 2022;

AND WHEREAS the Parties have agreed to resolve the Grievance on the following terms and conditions;

NOW THEREFORE the Parties agree as follows:

1. UPEI Deans and Department Chairs shall play no role in the recruitment or hiring of people to teach at UCE, other than as indicated in section 2 of this Memorandum.
2. If a Dean or Department Chair is contacted by UCE about vacant teaching positions at UCE, the extent of a Dean's or Department Chair's involvement in the matter will be, in their discretion, to send a posting to all members of the Faculty (or Department, as the case may be), and to advise members that they may contact UCE directly if interested.
3. UPEI shall advise UCE of the above terms of this Memorandum.
4. Association members are neither required nor expected to teach at UCE, but are free to do so if they wish, subject to collective agreement requirements.
5. An Association member's decision to teach, or not teach, at UCE shall not be considered in any matter respecting their employment at UPEI.
6. If an Association member wishes to consider a teaching assignment at UCE, all discussions and arrangements respecting the proposed teaching assignment will be conducted by the

member directly with UCE. UPEI Deans and Department Chairs will not be involved in discussions between an Association member and UCE respecting a member's possible employment at UCE, or the terms and conditions of employment.

7. UPEI Deans are responsible to oversee the academic integrity, and maintain quality assurance, of programs and courses offered at UCE.
8. All persons shall abide by Article A-6 Conflict of Interest of the Collective Agreement between the parties and the Employer's Conflict of Interest policy.
9. The Association, by entering into this Memorandum, is not expressing a position for or against the UPEI program at UCE.
10. This Memorandum is without prejudice and without precedent to any other matters between the parties.

DATED this 11th day of April, 2022.

B. Schottschall - Pass

UPEI

[Signature]

UPEIFA

[Signature]

Witness

Witness