

BACK TO WORK PROTOCOL

BETWEEN:

The Board of Governors of Acadia University (“The Board”)

-and-

The Acadia University Faculty Association (“AUFA”)

Whereas the negotiating committees of the Board and AUFA have reached a tentative agreement to end their current labour dispute;

And Whereas the parties believe it is useful and necessary that this Agreement (“the protocol agreement”) be entered into to facilitate the return to work of the Members in the bargaining unit (“the Members”) and for an orderly and effective resumption of normal operations at Acadia University.

Therefore, the Parties agree that;

1. Members of the bargaining unit shall return to work on the first working day immediately following ratification of the tentative agreement by the two parties.
2. Neither the Board nor its officers, members, directors, employees or representatives will pursue any legal action or proceedings for any action or statement made by AUFA, its officers, members or employees up to the time of signing the Protocol Agreement.
3. Neither AUFA, nor its officers, members, or employees will pursue any legal action or proceedings for any action or statement made during the strike by any member of the Board, any member of the Acadia administration or any other employee or representative of Acadia University up to the time of signing the Protocol Agreement.
4. There shall be no disciplinary measures taken against members who were on strike for their actions during the strike.
5. There shall be no discipline imposed on members for breaches of any university policy arising from the work stoppage or the alteration of class schedules, exams, tests, or any other attempt to facilitate completion of the academic year.
6. The Vice President (Academic), Deans/Directors and Department Heads shall be charged with the day-to-day management of student academic matters following the return to work from the strike.
7. Students shall only be examined and graded on material presented by members of the bargaining unit.
8. Where not in conflict with any other provision of the back-to-work protocol, members shall comply with Senate approved or mandated changes in the academic schedule, the provisions for modification in the examination periods and changes in regulations or waivers of regulations and any other requirements resulting from the implementation of the resolution approved by Senate.

9. If Senate elects to extend the term, in consideration of the additional work necessary, Employees shall be paid for half of the number of days by which the academic term is extended.
10. All leaves (for example, sabbatical leaves, research/study leaves, maternity leaves, paternal leaves, adoption leaves, sick leaves, political leaves) in progress at the commencement of the strike shall be continued as though no strike had occurred.
11. Members on approved leave during the strike shall receive the salary they would have been entitled to had no strike taken place. Such members shall return their strike pay to AUFA and AUFA shall establish a scholarship fund with those monies.
12. All leaves which had been approved prior to the strike shall be honoured by the Board and shall begin on the previously agreed commencement date.
13. All applications for leave which had been submitted prior to the commencement of the strike shall be processed according to normal procedures set out in the applicable collective agreement.
14. All current Deferred Salary Leave Plan arrangements under Article 43.60 of the 11th Collective Agreement shall be honoured.
15. Travel funds and expenses approved before, or incurred during the strike by members which would have qualified for reimbursement but for the strike shall be reimbursed to members. Members are entitled to all professional development allowance accruals in existence as of the commencement of the strike.
16. Members shall be reimbursed for any university travel expenses approved before, or incurred during the strike for which they would have been reimbursed but for the strike.
17. Members shall be reimbursed for any grant or research expenses approved before or incurred during the strike, for which they would have been reimbursed but for the strike.
18. Probationary periods shall, at the election of the member, be extended by 30 working days.
19. All other deadlines such as promotions applications and appeals, and tenure applications and appeals, which have been directly affected by the work stoppage, shall be extended by 30 working days. In the case of applications for Renewals, the URC will have until January 18th to complete its work.
20. All applications for Renewal, Tenure and Promotion that were commenced before the strike shall be processed according to the provisions of the 11th Collective Agreement.
21. For 2007-2008, the deadline for Instructor Sabbatical Leave Applications shall be January 15, 2008.
22. All matters giving rise to grievance or other claims which arose within 15 working days prior to the commencement of the strike (and excluding the period of the strike itself), or prior to the coming into effect of the new collective agreement shall be continued pursuant to the terms and conditions as set out in the 11th collective agreement.
23. All grievances or other claims in existence as of October 15, 2007 shall be continued, with the applicable deadline dates extended by 30 working days.

24. The period of the strike shall be considered continuous full time service at the University for all purposes (excluding salary); for example, in the calculation of vacation, sabbatical, educational leave, maternity leave, adoption leave, pensions etc.
25. The Board shall pay the employer's full share of contributions to Employee benefits and pension plans pursuant to the terms of the Acadia benefit and pension plans for the period of the strike. The Board shall deduct from the salary of members the Member's full share of pension contributions for the period of the strike. The Board shall bill the Association for the Employees' share of benefits.
26. The Board agrees to begin compensation as of November 5th, 2007.
27. Association dues shall be deducted from any salary earned by members of the bargaining unit during the period of the strike and shall be remitted to the faculty association, along with a list of those from whom such deductions were made and the amount of the deduction.
28. Any library material which became overdue during the work stoppage shall become due on December 15th, 2007.
29. In light of reduced access to parking, the parties agree to donate \$500 each to the General Student Scholarship Fund.
30. The Board shall ensure that accumulated regular and electronic mail is distributed in an expeditious manner. The administration shall ensure that e-mail is promptly reinstated after the strike.
31. The terms and conditions of employment as set out in the 11th Collective Agreement and as continued under the provisions of the Trade Union Act shall be deemed to remain in force and effect until the date the new collective agreement comes into force and effect.
32. All monetary provisions of the 12th Collective Agreement shall be retroactive to July 1, 2007.

Signed November 5, 2007

Governors of Acadia University

Acadia University Faculty Association

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