

## **RETURN TO WORK PROTOCOL**

**BETWEEN:**

**Cape Breton University (the Employer)**

**-and-**

**Cape Breton University Faculty Association (CBUFA)**

This Return to Work Protocol (the "Protocol") has been entered into to facilitate the return to work of the CBUFA bargaining unit members (herein referred to as "Member" or "Members") and to facilitate an orderly and effective resumption of normal operations at Cape Breton University.

### **THE PARTIES AGREE THAT:**

1. The strike that commenced at 12:01 a.m., January 27, 2023, shall end with the signing of this Agreement.
2. All Members shall be considered to have returned to work effective 12:01 a.m. on February 8, 2023. All classes shall recommence at 8:30 a.m. on February 9, 2023 unless the Member is unable to do so and has so notified students and the Dean in advance, and provided that all classes shall begin no later than February 13, 2023. All classes normally scheduled after 8:30 a.m. on February 9, 2023 will be held as originally scheduled, with all Members making every reasonable effort to comply. The parties recognize it may be necessary to show flexibility to Employees and students.
3. CBUFA acknowledges that Members were paid by the Employer on January 26, 2023, for the period including January 27, 2023, when Members were on strike as of January 27, 2023. Therefore, the parties agree that the Employer will resume regular pay for Members as of February 9, 2023.
4. The terms and conditions of employment as set out in the collective agreement and as continued under the provisions of the Trade Union Act shall be deemed to remain in force

and effect until the new collective agreement comes into force and effect pursuant to the Minutes of Settlement executed by the Employer and CBUFA .

5. Neither party, its officer, members, directors, employees, or representatives, will pursue any legal action or proceedings for any action or statement made by the other party, its officer, members, directors, employees, or representatives, during the strike.
6. There shall be no disciplinary measures taken against members who were on strike for their actions during the strike.
7. Subject to the provisions of this Agreement, the union reserves the right to grieve, take appropriate legal action, or file unfair labour practice in relation to any investigation or discipline by the Employer for conduct related to the strike.
8. There shall be no discipline imposed on Members for alteration of class schedules, exams, tests or any other attempt to facilitate completion of the academic year as a result of the strike.
9. All grievances, grievance investigations or other claims which arose prior to the commencement of the strike (and excluding the period of the strike), 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 Collective Agreement dated July 1, 2019, to June 30, 2022. All timelines and deadlines set out in the Collective Agreement shall be extended by the length of the strike plus 15 working days.
10. All leaves (for example, sabbatical leaves, research/study leaves, maternity and parental leaves, sick leaves, adoption and political leaves) in progress at the commencement of the strike shall be continued as though no work stoppage had occurred.
11. All leaves which had been approved prior to the strike shall be honoured by the Employer and shall begin on the previously agreed commencement date.




12. 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 in accordance with applicable CBU policies.
13. Members shall be reimbursed for any grant or research expenses accrued before or incurred during the strike, for which they would have been reimbursed but for the strike.
14. All deadlines, including but not limited to promotions, applications and appeals and tenure applications and appeals, internal deadlines for research applications which have been directly affected by the work stoppage shall be extended by two weeks.
15. Members on approved leave during the strike who notified the Employer (in accordance with the work stoppage Memorandum of Agreement executed by the parties) that they would not be participating in the strike, and who did not participate in the strike, are entitled to the salary they received during the work stoppage.
16. All applications for leave that had been submitted prior to the commencement of the strike shall be processed according to the normal procedures set out in the collective agreement in force/applicable at the time of application for the leave.
17. All applications for Renewal, Tenure and Promotion that were commenced before the strike shall be processed according to the provision of the collective agreement.
18. Members are entitled to all professional development allowance accruals in existence as of the commencement of the strike. Application deadline for professional development will be extended by two weeks.
19. CBUFA dues that are otherwise deductible from any salary received by members of the bargaining unit during the period of the strike shall be remitted to the Faculty Association by the employer.

20. The period of the strike shall be considered continuous service at the University for all purposes exclusive of salary, subject to any applicable statutes and/or regulations. (For example, in the calculation of length of service when considering applications for tenure and promotion and in the calculation of Employment Insurance, vacation, sabbatical, educational leave, maternity leave, adoption leave, etc.), subject to Section 21 of this Agreement.
21. For the PSSP pension plan, the Employer agrees to authorize past service purchases so that Members will be eligible to purchase the strike period. The full cost of such past service purchases will be paid by the Member, which includes any Employer premiums.
22. Any library material which became overdue during the work stoppage shall become due on March 3, 2023.
23. In accordance with the Minutes of Settlement, all retroactive pay, compensation and other monies owing shall be paid to Members as quickly as possible and no later than April 6, 2023.
24. The parties agree to first discuss any issue arising out of the enforcement of this Agreement and make a meaningful effort to resolve the issue amicably. If this is not successful, the parties agree that any such issue may be resolved under the grievance and arbitration provisions of the Collective Agreement.
25. The Employer will continue to provide payroll services for CBUFA staff member Debbie MacAulay. Ms. MacAulay will be permitted on the University premises when Members return to work.



**Signature Page Follows.**

DATED at the Sydney, Nova Scotia, this 7<sup>th</sup> day of February, 2023.

**For Cape Breton University:**

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**For Cape Breton University Faculty Association**

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