

Final – January 25, 2023

MEMORANDUM OF AGREEMENT

Between:

CAPE BRETON UNIVERSITY FACULTY ASSOCIATION (“CBUFA”)

-and-

BOARD OF GOVERNORS OF CAPE BRETON UNIVERSITY (“CBU”)

As CBU and CBUFA have reached an impasse in the collective bargaining process, and the subsequent joint conciliation filed by both Parties has failed to resolve the impasse, both Parties have agreed to contingency plans and expectations for any work stoppage, which are as follows:

1. Any and all picketing conducted by CBUFA and its Members will be done in a respectful and legal manner.
2. The residence of any CBU personnel will not be picketed.
3. At no time will vehicles or persons entering the premises of Cape Breton University be unnecessarily delayed by CBUFA, or its Members.
4. At the beginning of the strike and then every two weeks, the CBUFA President will submit a list to the Vice-President, Academic & Provost for approval, specifying which CBUFA member(s) CBUFA agrees should be allowed access to which University facilities for the purpose of
 - (a) preventing irreparable damage to ongoing research, including damage to equipment or loss of plant and animal life; and/or
 - (b) accessing personnel working in the Research Office for the purpose of paragraph 19.

In that regard:

- (c) The Member(s) must schedule a meeting with the appropriate School Dean to review project protocols and any health or safety issues prior to any lab or research facility being available for access.
- (d) The Member(s) must provide a concise written rationale for requiring access to Research Office personnel.
- (e) Approval process will include providing names of those who will attend to such matters, dates and times individuals seek to be permitted on the University's premises and for what purpose. CBU is not responsible, and CBUFA will not hold CBU responsible, if CBUFA Members do not adhere to the specified date(s), time(s) or purpose(s).

- (f) Members who are approved to be present on University premises will not participate in any Strike activity while on the University's premises; failing which approval will be revoked.
5. The Dean of SS&T and Calvin Howley shall meet prior to any Strike to ensure that access to the chemical storage facility is maintained (return of keys, access to password protected database, etc.).
 6. Access to University premises for personal reasons will be restricted to the Day Care facility and the Nancy Dingwall Health and Counselling Centre. Member(s) who access these facilities will be responsible to pay for parking and not participate in any strike activity while on University premises and will remain on University premises only while specifically engaged at the above-noted facilities. Failing to do so will result in revocation of access.
 7. Duties normally performed by librarians including in-person and virtual reference (LibAnswers & LiveHelp), instruction, and collection development will remain unfilled. Wayfinding or directional assistance may still be carried out by circulation desk staff.
 8. Duties normally performed by the Archivist including student and faculty engagement and instruction, donor relations, and project management will remain unfilled. Any such duties also normally performed by management are not subject to this provision.
 9. Individuals hired to teach individual course assignments (ICAs) will not assume the workload of striking faculty members or assume additional responsibilities outside of their contractual obligations. ICAs who deliver CBUFA taught courses on campus will have their contracts suspended for the period of the strike. ICAs who deliver CBUFA taught courses by distance, on-line, courses offered through the MBA program (except domestic cohorts in Edmonton, Saskatoon, Brandon and online, being sections 101, 102, 81, 85 and 89), courses offered in Post-Baccalaureate Diploma, courses offered through in-community (except courses offered through in-community programming in Tobique, New Brunswick, Listuguj, Quebec, and Gesgapegiag, Quebec), courses offered in Graduate Program in Education, and ICAs who oversee students during their practicum (BEd and BScN) will have their contracts suspended for the period of the strike.
 10. For further clarification, Associate Vice Presidents, Deans, Associate Deans, and Directors who teach CBUFA courses as ICAs or by employment contract will have their courses suspended for the duration of the strike.
 11. Research assistants and students who are employed by faculty members will be permitted to continue their work subject to the approval of the faculty member, the University and CBUFA President, and provided they are able to work independently without health or safety concerns. Any such research assistants and/or students who are who are on contract and paid a biweekly salary will continue to be paid unless the Payroll Manager is advised in writing to discontinue payment and the effective date of such change.

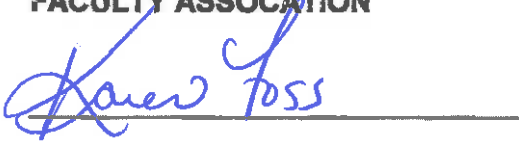
Faculty members are responsible to provide notice to Research Assistants and/or students of any change in their status.
 12. CBU will continue to provide payroll services for CBUFA staff member, Debbie MacAulay, during the period of the strike. Ms. MacAulay will not be permitted on University premises during the Strike unless for purposes as outlined in paragraph #6 above.

13. Continued employee benefit coverage will be subject to the terms of the contracts with the benefit carriers and conditional on 100% of premium costs being paid monthly by the employee or by CBUFA on behalf of the employee. (LTD coverage ceases on the date the strike begins. Life, dependent life and optional life can continue until the end of the month next following the month in which the strike began, e.g. if a strike were to commence on January 25, life insurance coverage could not continue beyond the end of February. Health, dental, and travel may be continued but only on the basis that precludes individual selection.) The Employer agrees that extended health, dental, and travel benefits shall continue provided that CBUFA pays the premiums for such benefits, upon invoice.
14. The Public Service Superannuation Plan (PSSP) does not permit pre-authorized service purchases for time spent on strike. Any purchase of strike time must be authorized after a strike concludes and therefore will be considered by the parties when negotiating a return-to-work agreement.
15. Members who pay for Johnsons Insurance through payroll deduction will be required to make alternate arrangements directly with Johnsons Insurance.
16. The Employer agrees to allow continued access to employee email provided CBUFA members use it in a responsible manner.
17. Members on approved leave will be considered to be on-strike unless they have otherwise notified the University in writing indicating that they will not participate in any aspect of the Strike. The letter must be sent to the attention of the Human Resources Department with a copy sent to their Dean and CBUFA President. The Human Resources Department will make reasonable efforts to notify members on approved leave of this procedure. Upon receiving their notifications, the University will continue to pay salary and provide benefits for these CBUFA Members, notwithstanding the occurrence of a strike. Faculty on sabbatical, who have said in writing that they will not participate in any aspect of job action, will be permitted continued use of their research labs. Notification of intention to use labs must be included in their letter.
18. Members receiving salary during the strike will have CBUFA dues deducted when they are paid.
19. Any pre-approved travel (i.e. that which was booked prior to the Strike) for research or to attend meetings or conferences will be eligible for reimbursement of associated travel expenses as per CBU policy. However, during the Strike, the CBU Finance Office will not process travel claims or book flights. If the Member attends a conference or meeting during the Strike, the Member is still considered to be on Strike and will not be paid salary.
20. Research applications made prior to the Strike will continue to be processed.
21. No new research applications will be processed during the period of the Strike. The University will extend deadlines for internal grant applications occurring during the Strike.
22. Any timelines under the expired Collective Agreement in respect of the articles of the Grievance and Arbitration, discipline, Probation, Tenure and Promotion, sabbatical and Research Assessment shall be suspended during the Strike. Adjustments needed to timelines impacted by the strike will be addressed in the return-to-work protocol.

SIGNATURE PAGE FOLLOWS

DATED AT Sydney, Nova Scotia, this 25TH day of January, 2023.

CAPE BRETON UNIVERSITY
FACULTY ASSOCIATION



BOARD OF GOVERNORS
CAPE BRETON UNIVERSITY



Gordon Macinnis
VP, Finance & Operations