

**“SCHEDULE B”**

**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. Immediately upon ratification of the tentative agreement by the Members of the bargaining unit and upon ratification by the Board, AUFA will immediately end its strike (the "Strike").
2. Upon ratification, the Board shall discontinue and shall not pursue the outstanding bad faith bargaining complaint against AUFA without costs and 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, or employees up to the time of signing the Protocol Agreement.
3. Neither AUFA, nor any of its members, will pursue any legal action or proceeding for any action or statement made during the strike by any member of the Board, any member of the Acadia University administration or any other employee or representative of Acadia University up to the time of signing the Protocol Agreement.

4. All leaves (for example, sabbatical,/educational/special leaves, maternity leaves, sick leaves, etc.) in progress at the commencement of the strike will be continued as though no strike had occurred.
5. The Board agrees that Members on approved leave during the strike shall receive the salary they would have been entitled to if no strike had taken place.
6. The Board shall pay the Employer's full share of its required contributions to the pension plan pursuant to the terms of the Acadia Pension Plan for the period of the strike. The Board shall deduct from the salary of Members the Member's full share of contributions for the period of the strike.
7. The Board agrees that no disciplinary measure shall be taken against Members who were on legal strike for their lawful actions during the strike.
8. Travel funds and expenses approved before the strike will be honored and Members will be reimbursed for allowable expenses.
9. Expenditures from externally-funded research grants approved before the strike will be honored and Members will be reimbursed for allowable expenses.
10. All other deadlines in the Collective Agreement, including, but not limited to promotion and tenure applications and appeals, which have been directly affected by the strike shall be extended by fifteen (15) working days.
11. The period of the strike shall be considered continuous full-time service at the University for all purposes; for example, in the calculation of vacation, sabbatical, educational leave, maternity leave, adoption leave, pensions, etc., provided, however, that this article does not entitle any Member to receive any salary or other benefits (excluding pension) for the period of the strike.
12. The Board shall ensure that electronic mail is available for Members on or before Monday, March 8, 2004.
13. In consideration of the additional work necessary to complete the academic year, the Board agrees to provide Members with access to their offices and full salary and benefits beginning March 8, 2004, providing the following conditions are met:
  - a) Members will be available for student consultations, course preparation, departmental planning and other related work necessary to complete the academic year, beginning Monday, March 8, 2004, unless they are unavailable

for reasons beyond their control. AUFA will make its best efforts to communicate these obligations to Members.

- b) All regularly scheduled classes will begin on Thursday March 11, 2004;
- c) The Collective Agreement is ratified no later than Wednesday, March 10, 2004;
- d) AUFA will make its best efforts to discontinue pickets and picket lines effective 8:00 a.m. Monday, March 8, 2004.

14. The Parties agree to the following in respect to communications prior to full ratification of the Collective Agreement:

- a) The Parties agree to take down their current information on negotiations on their respective web sites no later than Monday, March 8, 2004;
- b) Both Parties are entitled to post full copies of the Collective Agreement and factual summaries of the same on their respective web sites;
- c) The Parties will agree to a joint communication to be released Sunday, March 7, 2004 respecting the tentative agreement; recommendation of ratification, resumption of classes on Thursday, March 11, 2004 and the re-opening of buildings and student access to professors on Monday, March 8, 2004;
- d) AUFA will be entitled to communicate with their Members;
- e) The Board's negotiating team and representatives of the University will be entitled to communicate with the Board;
- f) With the exception of the joint communication in 14(c) above, neither Party shall communicate with the media until ratification.

15. If the Collective Agreement fails to get ratification by either party, this Protocol Agreement becomes null and void.

In witness whereof the parties hereto have signed this Protocol Agreement at Wolfville, Nova Scotia, this            day of March, 2004.

**BOARD OF GOVERNORS OF ACADIA UNIVERSITY** )

**ACADIA UNIVERSITY FACULTY ASSOCIATION** )

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