



March 18, 2022



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## RETURN TO WORK PROTOCOL

### Administrative

1. Pursuant to the Agreement executed by the parties on March 4, 2022, relating to a dispute resolution process to attempt to settle the terms of a new collective agreement and end the current work stoppage, this Protocol will be incorporated as a Memorandum of Settlement into the new collective agreement.
2. This Protocol shall come into effect as soon as both Parties have ratified a new collective agreement and shall expire on a later date, to be mutually agreed-upon. Should a dispute arise around the expiry date, it may be settled by David Jones QC through a binding informal process.
3. The resumption of salary is effective on the official return to work date.
4. The resumption of university paid benefits is effective on the official return to work date.
5. Resumption of Universities Academic Pension Plan contributions and service is effective on the official return to work date.
6. The Board shall authorize past service purchases of Members for UAPP pension credits for the period of the labour disruption as a period of leave. For clarity, this means that Members will be responsible for both the employee and Board portion of the UAPP credit if the Members chooses to purchase past service.
7. Where ULFA has outstanding payments for course reliefs purchased for Spring 2022 under Article 5.05.3 of the Academic Staff Collective Agreement, the amounts owing will be paid upon receipt of an invoice and paid as per the usual practice.
8. Association dues shall be deducted from any salary earned by Members during the period of the strike and shall be remitted to ULFA, along with a list of those from whom such deductions were made and the amount of the deduction.
9. Upon the coming into force of the Protocol, the Board agrees to cease any and all lockout activities including but not limited to prohibiting access to all electronic systems, physical campus spaces, and university assets, suspended during the lockout.
10. On the official return to work date Academic Staff (eg. Chairs) will be reinstated within financial approval queues for operating funds, payroll, research accounts, as per prior to the strike.

11. All applications for leave which had been submitted prior to the commencement of the strike/lockout shall be processed according to normal procedures set out in the applicable Collective Agreement.
12. The Board will immediately destroy all surveillance data, if it exists, collected as a result of the strike and will inform ULFA after this has been done. The Board will request any third party contractors to destroy all surveillance data collected, if it exists, as a result of the strike in their possession or control and the Board will request written confirmation from those contractors and inform ULFA after the Board has received such confirmation.
13. Travel, professional, and grant/research expenses incurred before the lockout by the Board may be submitted to the expense claim system and shall be reimbursed to members as per normal policies and procedures.
14. Travel, professional, and grant/research expenses incurred during the lockout are eligible for reimbursement, if those expenses were allowable as per granting agreement or policy.
15. Within 10 days of the official return to work, and subject to the conditions of the Tri-Council Agency Guide on Financial Administration (TAGFA), there will be a return to normal processes with respect to the payment of research employees (including student employees) supervised by ULFA members. A post-strike audit, in cooperation with Human Resources, of any time sheets that were not approved directly by the Faculty member will be conducted for retroactive approval. Should a dispute arise between the audit findings and the Grant Recipient, it may be settled by David Jones QC through a binding informal process.
16. Subject to the provisions of this Protocol, the University shall consider the period of the strike to be “continuous service” for all Academic Staff Collective Agreement (“ASCA”) timelines, excluding Schedules A and B.
17. The University will communicate to UAPP that the period of the strike shall be considered “continuous service” for pension purposes.
18. Available Professional Supplement funds will not be impacted (prorated) by the duration of the strike.
19. Members who have purchased annual parking passes shall not have any payroll deduction for the months of March and April.
20. Any university library material which became overdue during the work stoppage shall become due 14 calendar days (2 weeks) after the ratification of the collective agreement

by the last party. Members will not be subjected to any fines that have accrued during the strike/lockout.

21. ASCA grievances at Step 2 (Formal Notice) and beyond that are unresolved as a result of a new collective agreement will proceed from the stage that they were at prior to job action, including the retention of any scheduled mediation or arbitration dates, or rescheduling of any such dates that have passed (including the mediation that was scheduled for March 24 & 25, 2022 that has been adjourned *sine die*). All ASCA working day timelines will continue from their February 9th, 2022 status, five working days after the official return to work day. The parties will meet to discuss all outstanding Step 1 grievances.

#### Academic

22. The official return to work date for all academic staff shall be 12:00am on the calendar day after the Protocol comes into effect.
23. All teaching, instruction and supervision at the undergraduate and graduate level will resume 24 hours after the official return to work date and time, or whatever greater period agreed upon, as per the days of the week and time of day provided in the academic timetable. This includes all practica, placement, co-op, and applied studies supervision involving Academic Staff.
24. Teaching and instruction which resumes will align with the assurances made to students in response to the timing of the strike that:
  - a. Classes taught online before the strike will continue online for the remainder of this semester. Experiential courses that were already being delivered in-person prior to job action will be permitted to continue to do so at the conclusion of the strike, with special arrangements made by instructors for students who cannot return to Lethbridge so the students are not disadvantaged. Exams/evaluations for courses that were taught wholly online before the strike will be held online.
  - b. The Testing Centre will be open only for courses that were being taught in person prior to the strike. A reasonable effort will be made to maintain prior arrangements.
25. No exams, assignments, or course evaluation components will be held or called due during the first 72 hours after the official return to work date. Where a course is permitted to continue with in-person learning, any student who resides outside of Lethbridge will be afforded flexibility by ULFA members with respect to in-person attendance for the first 72 hours after the official return to work date.

26. Should the re-arrangement of the academic schedule involve the addition of new teaching or examination days, the Board will make reasonable efforts (and subject to restrictions in other collective agreements) to continue providing the services of Teaching Assistants in any course where they were provided prior to the strike/lockout.
27. No Member's appointment, tenure, promotion, or performance evaluation shall be affected positively or negatively by the fact that the Member did or did not participate in strike activity or work during the strike/lockout.
28. Any Member whose contract expires prior to the conclusion of the academic semester, and who is unable to continue past their original contract date, will not be negatively impacted with regards to future employment with the Board for violation of contract or receive an unsatisfactory evaluation.
29. Flexibility will be permitted with respect to the Assessment of Student Learning Policy (concerning alteration of class schedules, course outlines, exams, tests, or any other attempt to facilitate completion of the academic year). Said flexibility must not disadvantage students.
30. The (re)scheduling of graduate student program milestones (comprehensive exams, oral defenses, etc.) will resume on the official return to work date.
31. If adjustments to the academic schedule extend the term beyond the specified sessional or term contract end date, the instructor will be paid on a per day prorated basis to the last day on which duties are expected of them in accordance with Article 11.03.1.c.
32. Research activities that were interrupted by the lockout will resume on the official return to work date. Supports for these activities suspended during the lockout will also resume on the official return to work date.
33. Research animals will be returned to Principal Investigator protocols, as relevant. Any suspended human and animal ethics protocols will be reactivated.
34. Submission deadlines for any internal academic award (including internal grants/awards/competitions) will be extended by, at minimum, the duration of the number of days of the strike.
35. Student Evaluation of Teaching materials shall include a disclaimer stating "This survey was completed during an academic term which was interrupted by a strike/lockout".
36. Service activities will resume on the official return to work date. Supports for these activities suspended during the lockout will also resume on the official return to work date.

37. Current in-process job postings/search procedures for posted new hires will resume.
38. All admission processes involving Academic Staff postponed during strike/lockout will resume following the official return to work date.
39. All Academic Staff Collective Agreement timelines (for example, with respect to STP and discipline processes) will be extended by the duration of the number of days of the strike. Other adjustments can be made at the agreement of the Parties. Specified dates listed in Schedule A of the Collective Agreement shall remain in effect.

#### General

40. No strike related disciplinary measures, reprisals, or legal action shall be taken against members who were on strike for any strike related actions or statements made during the strike and up to the time of signing this Protocol.
41. Upon the coming into force of the Protocol, ULFA agrees to immediately cease all and any strike activities at all and any of the Employer's work sites, offices, or other such locations.
42. Employees who fail to return to work in accordance with this Protocol-without reasonable explanation may be subject to disciplinary procedures up to and including termination under Articles 24 or 34 of the ASCA.
43. Any extension of the semester will not negatively impact a Member's ability to use their vacation amounts under Article 27 of the ASCA. Members who had an approved vacation under Article 27 of the 2018-2020 Academic Staff Collective Agreement which was disrupted by the strike/lockout reschedule that vacation period in accordance with Article 27.
44. As per Schedule A.03 of the 2018-2020 Academic Staff Collective Agreement (Stipends) Members who were assigned any courses cancelled as a result of the strike, or as a result of adjusted academic schedule timelines, who would have received a stipend as an Article 10 course, or as a sessional lecturer position as in A.03.2, will receive 10% of that stipend.