

## Return to Work Agreement (RTW)

Between

College Employer Council

(herein called the "Employer")

-and-

Ontario Public Service Employees Union (for Academic Employees)

(herein called "the Union")

This return to work Agreement forms part of the Memorandum of Settlement. The parties to the Agreement agree to comply with the following terms and conditions to provide for the early and orderly and safe return to work of bargaining unit employees of the Employer following the strike which commenced on October 16, 2017.

### **Return to Work**

1. The Employer will recall employees to work, prior to the ratification vote, on their regular work schedules commencing November XX, 2017 at 12:01am. During the period prior to the ratification vote all employees shall be covered by the terms and conditions of the September 30, 2017 expiring collective agreement.
2. In the event that the Memorandum of Settlement is not ratified by the Union, the Union will give the employer 48 hours' notice of resumption of the strike and the terms and conditions of the expiring collective agreement will remain in force until such time as the strike resumes.
3. Employees will be recalled to work in the position and location held prior to October 16, 2017.
4. Employees whose contracts were set to begin during the period of the work stoppage will also be recalled. Employees whose contracts expired during the work stoppage will be recalled or compensated for the remaining period of their contract.
5. The Union acknowledges that it will clean up the picket line of any and all debris and barrels related to the picketing within forty-eight (48) hours following return to work. Further the Union will remove any trailers or structures related to the strike within seventy-two (72) hours of ratification.

6. The reduction in the annual salary for a full-time bargaining unit member will be 1/261 of the annual salary for each working day of the work stoppage. Time specified on a SWF covering the work stoppage period shall not be treated as having been worked for the purpose of Article 11.
7. During the 2017/2018 academic years, any teaching time lost as a result of the work stoppage may be made up and recorded on a revised SWF following discussion and agreement between the supervisor and faculty member in accordance with Article 11. The Union agrees to waive overtime restrictions in Article 11.01 J1, such that faculty can work beyond the forty-seven (47) total workload hours limit, for the fall 2017 semester only. All overtime accumulated will be paid in accordance with the provisions of Article 11 on the regular schedule and practice of each college.
8. Following agreement between the supervisor and the faculty member, as set out above in paragraph seven, the supervisor shall give a copy of a revised SWF to the teacher within seven (7) days. Any disagreement(s) that may arise with respect to a revised SWF will be addressed through the Article 11 WMG and WRA provisions.
9. For the 2017/2018 academic year, the total professional development days referred to in Articles 11.01 H 1 and 11.04 B 1 shall be reduced to 9. The College may require that less be utilized, but any not utilized shall be carried over to the 2018/2019 academic year, and may be utilized in addition to the normal allocation for that year. The College will use its best efforts to avoid this occurring.
10. The notice requirement in 11.02 A 1 (a) is waived for the winter 2018 semester SWF's. Colleges will attempt to provide as much notice as is feasible.
11. No work specified on a SWF for the period of the work stoppage shall be applied to any of the workload limits in Article 11.
12. For the purposes of Article 11.01 G 2, the circumstances arising as a result of the work stoppage are deemed to be atypical.
13. For the purposes of Article 2.03 B (Sessional), Article 27 (Job Security), Article 32 (Grievance and Arbitration Procedures) and Appendix V (sessional employees), the period of the work stoppage will not be considered in determining any of the time requirements under the collective agreement.
14. The four (4) week notification period for vacation will be waived for two (2) weeks following the end of the work stoppage.
15. The resumption of salary and benefits is effective on the official return to work date.

16. No grievances or other legal proceedings will be filed and no unfair labour practice complaints of any kind will be continued or initiated by either party in any way arising out of any activities during the negotiations, or the strike.
17. There shall be no reprisals or discipline by either party arising from strike activities, including pre-strike activities.
18. Continuous services and seniority shall not be interrupted. All anniversary dates and increases to continue as per the collective agreement.
19. Any employees on probation shall have their probationary periods extended by the period of the work stoppage.
20. Employees who wish to do so may buy back pension credits and earnings lost during the strike provided they pay both the employer and employee share to the extent permitted by the CAAT pension rules. The employee shall have the options of spreading the buy back over a six (6) month period, if permitted by the CAAT pension rules.
21. Any lieu time or sick leave credits which an employee accrued prior to October 16, 2017 shall remain available to the returning employee.
22. Time spent by an employee on strike shall not affect the calculation of qualification for Long Term Disability benefits under Article 18.
23. Eligibility for sick leave and sick leave pay shall commence upon the date of the general return to work as per section 1.1 of this RTW agreement.
24. It is agreed that any outstanding obligations with regard to the continuation of benefits payable by the Union to the colleges will be discharged as agreed to by the letter dated and signed by the parties on October 12, 2017.
25. As soon as possible, but no later than 20 working days following the conclusion of the strike, the colleges will return to OPSEU, a prorated portion of the premiums that had been placed on deposit with the colleges based on the number of calendar days of the strike during the months of October 16, 2017 and the month in which the strike was concluded.
26. The parties agree that any issue arising out of the enforcement of this return to work agreement (excluding workload as identified in paragraph 7 and 8 of this RTW agreement) may be resolved under the grievance and arbitration provisions of the collective agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

For the Union

For the Employer

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