

RETURN TO WORK AGREEMENT

B E T W E E N :

COLLEGE EMPLOYER COUNCIL

(herein called the “Employer”)

– and –

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

FOR SUPPORT STAFF EMPLOYEES

(herein called the “Union”)

This Return to Work Agreement forms part of the Memorandum of Settlement. The parties to this Agreement agree to comply with the following terms and conditions in order 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 September 1, 2011.

1. RETURN TO WORK

- 1.1 The Employer will recall employees to work, prior to the ratification vote, on their regular shift schedules commencing Tuesday, September 20, 2011 at 12:01 a.m. During the period prior to the ratification vote all employees shall be covered by the Terms and Conditions of the August 31, 2011 expiring Collective Agreement. In the event that ratification does not succeed, the strike will resume.
- 1.2 Employees will be recalled to work in the position and location held prior to September 1, 2011. An employee who was regularly scheduled to work a certain shift shall be recalled to work the same shift.
- 1.3 The services of replacement workers, agency workers and workers hired by the Employer during the strike will not be continued within the bargaining unit after the return to work.
- 1.4 Any employee who has not returned to work within three days of recall and who has not provided a satisfactory explanation, will be deemed to be terminated. The Union may arbitrate such dismissals.
- 1.5 Retroactivity for wages will be based upon all hours worked from the date an employee returns to work in accordance with Section 1.1.

1.6 The union also 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.

1.7 Subject to Section 1.1 all picketing will cease as of date of return.

2. STRIKE TIME AND ACCRUAL OF CREDITS

2.1 With the exception of probationary employees, an employee returning to work shall be deemed to have accrued during the strike her/his seniority and service for all purposes of the Collective Agreement.

2.2 Any employees on probation shall have their probationary periods extended by the period of the strike.

2.3 Returning employees shall not have their anniversary dates for advancement through the salary classification ranges affected by the strike.

2.4 Returning employees who have received approval prior to September 1, 2011 for vacation time off shall have the option of rescheduling their vacation time off in accordance with Article 11 of the Collective Agreement or continuing with the approved vacation time.

2.5 Employees who wish to do so may buy back pension credits and earnings lost during the strike provided they pay both the employer and the 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.

2.6 Any lieu time or sick leave credits which an employee had accrued prior to September 1, 2011 shall remain available to the returning employee.

2.7 For purposes of Section 17 all employees shall be deemed to have been at work September 1, 2011.

2.8 Time spent by an employee on strike shall not affect the calculation of qualification for Long Term Disability benefits under Article 8.1.4 of the Collective Agreement and Section 18 of the CAAT Support Benefit Book.

2.9 Eligibility for Sick Leave and Sick Leave pay shall commence upon the date of the general return to work as per Section 1.1.

2.10 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 letter dated and signed by the parties on August 25, 2011.

3. NO REPRISALS

- 3.1 The Parties undertake and agree that there will be no discrimination, intimidation, interference, restraint, coercion, recrimination, grievances or reprisal action of any kind whatsoever by either of them or their respective officers, representatives, agents or members in respect of any person in the employ of the college, whether covered by the collective agreement or not, because of such person's participation or non-participation in the strike or his/her activity or lack of activity during the strike or his/her decision to work or not work during the strike and any employee contravening this paragraph shall be subject to discipline up to and including dismissal.
- 3.2 Neither party will initiate any grievance or any claim in any court or tribunal for damages or other relief, or any other claim, for any matter arising during the strike, and will discontinue any that have been initiated.
- 3.3 Any grievances relating to mobilizers are withdrawn.
- 3.4 It is agreed that, except with respect to conduct that breached the criminal code, there will be no discipline taken against any bargaining unit employees.

4. MISCELLANEOUS

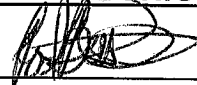
- 4.1 Within sixty (60) days of ratification of the Memorandum of Settlement the parties will endeavour to complete the vetting process in preparation for the Collective Agreement to be processed.
- 4.2 Any employee who was paid two extra days (for September 1 and September 2, 2011) will provide repayment by payroll deduction over four (4) pay periods prior to December 31, 2011.

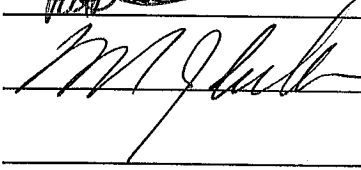
5. DISPUTE RESOLUTION

- 5.1 The parties agree that any issue arising out of the enforcement of this Return to Work Agreement may be resolved under the grievance and arbitration provisions of the Collective Agreement.

Dated at Toronto, Ontario this 19th day of September, 2011.

FOR THE UNION





FOR THE EMPLOYER

