

## RETURN TO WORK PROTOCOL

The parties agree that any issue arising out of the enforcement of this Protocol may be resolved under the grievance and arbitration provisions of the Collective Agreement.

The following applies to employees in the OPSEU bargaining units including seasonal employees on hiatus and for greater certainty also includes essential and emergency workers.

### “Time” During the Strike

#### 1.0 CONTINUOUS SERVICE

1.1 Time spent on strike shall not interrupt continuous service of an employee for the purposes of:

- (i) coverage for Basic Life, Supplementary and Dependent Life, Long Term Income Protection and Supplementary Health and Hospital benefits (Articles 32/36/37/38/39/42/64/65/66/70).
- (ii) coverage for dental benefits (Articles 32/40/68)
- (iii) percent in lieu of benefits (Article 31)
- (iv) qualifying period for pregnancy leave (Articles 31/32/50/76)
- (v) qualifying period for parental leave (Articles 31/32/51/77)
- (vi) calculation of termination payments (Article 53/78)
- (vii) calculation of probation periods and appointment to classified service (Articles 18/31/32) for essential and emergency services workers
- (viii) calculation of entitlement on death benefits (Article 52)

1.2 Vacation accrual shall be provided in accordance with Article 46.2/72.2 of the Collective Agreement.

1.3 Time spent by an employee on strike shall not trigger Article 18.4 (Termination of Continuous Service).

1.4 Unclassified contracts will not be terminated solely because the affected employees are engaged in a strike. (C6 Conditions Document)

- 1.5.1 Time spent by an employee on strike shall not affect calculation of “continuous disability” under Articles 37/65 and 38/66. Nor shall the period of the strike affect the 31-day window for election of purchase of supplementary or dependent life insurance (Articles 38/66).
- 1.5.2 Time spent by an employee on strike shall not affect calculation of qualification for Long Term Income Protection benefits under Articles 42/70.

## 2 CONSECUTIVE WORKING DAYS

- 2.5 For purposes of Article 44 – Short Term Sickness Plan, where the strike fell during a period where an employee is working consecutive working days, the last day worked before the strike and the first day back after the strike shall be considered consecutive.
- 2.6 For purposes of Article 71 – Short Term Sickness Plan (PT), the four (4) consecutive week service requirement shall be met by the last day worked before the strike and the first day back after the strike being considered consecutive.
- 2.7 Attendance credits for purposes of income protection under Articles 31/32 shall not be affected by the strike.
- 2.8 For time lines specified under the grievance procedure (Article 22), the last day before the strike and the first day back after the strike shall be considered to be consecutive. All time limits under Article 22 are deemed to have been frozen effective midnight March 12, 2002. Those time limits shall remain frozen until seventy-two (72) hours after a new agreement has been ratified.
- 2.9 Liability as a Result of GSB Arbitration Adjournment
  - (a) The Union waives all claims for compensation for grievors for lost wages during the period of the strike and the parties agree that any accruing liability will recommence from the day that the general return to work occurs subject to Article 9.2 (a) & (b) of this agreement.
  - (b) Where grievors are designated essential or emergency while engaged in essential or emergency work there would be no waiver of liability.

## 3 ACCRUAL OF CREDITS, SENIORITY AND SERVICE

- 3.1 Credits, seniority and service shall accrue for all employees during the period of the strike in the following:

- (i) vacation credits, seniority and service shall accrue during a pregnancy leave (Articles 31/32/50/76)
  - (ii) vacation credits, seniority and service accrue during a parental leave (Articles 31/32/51/77)
  - (iii) when absent from duty by reason of injury or illness for which a claim has been made under the Workplace Safety and Insurance Act (Articles 41/67)
  - (iv) when absent under LTIP (Articles 42/70)
- 3.2 Article 32.4.2.1 shall not apply during the course of the strike.
- 3.3 Seniority will accrue for all employees in the bargaining unit during the period of the strike.

#### 4 NOTICE OF SURPLUS

- 4.1 For employees who were or are in receipt of a notice of surplus at the onset of or during the strike, the period of the strike shall not be counted in their surplus notice period, regardless of whether they have been determined to be essential or emergency service workers (Articles 19/20).
- 4.2 For employees who are in receipt of notice of surplus and who are engaged in training assignments or working on temporary assignments, there shall be a hiatus period beginning with the last day before the strike and ending with the first day back after the strike has ended. The assignment shall be resumed on the first day back after the strike has ended.

#### 5 WORKPLACE SAFETY AND INSURANCE

- 5.1 For those employees who are in receipt of or eligible for a WSIB award prior to the strike, the employer will retroactively pay to the employee their entitlement under Articles 41/69.

#### 6 PREGNANCY AND PARENTAL LEAVE

- 6.1 For those employees who qualify for leaves under Article 50/51/76/77, the employer will provide payments made according to the Supplementary Unemployment Benefit Plan retroactively to employees on pregnancy and parental leave who were denied these payments during the course of the strike under Articles 50/51/76/77.

#### 7.0 CREDITS

7.1 The deadline for use of accumulated credits for vacation, overtime and travel time shall be extended by a period of time equal to the duration of the strike.

## 8.0 PENSIONS

8.1 a) If an employee is within six (6) months of retiring, the period of the strike shall not affect their retirement date of entitlement.

b) The Employer agrees that employees who wish to do so may buy back pension credits lost during the strike and in such cases the Employer will contribute the Employer's share.

## 9.0 REPRISALS

9.1 Both parties agree that all efforts should be made to ensure there is no harassment of managers and bargaining unit employees. The union, employer, managers and bargaining unit employees agree to treat each other with courtesy and respect consistent with the Ontario Human Rights Code and the OPS Workplace Discrimination and Harassment Policy.

9.2 Both parties agree that there will be no reprisals, discrimination or retaliation in the workplace for any act or inaction taken by any employee of the employer arising out of participation in the strike. In addition, both parties agree that no employee shall initiate or participate in any reprisal, discrimination or retaliation. For greater certainty, this shall not apply to discipline imposed for matters occurring during the strike, which is dealt with hereinafter.

## 10.0 DISCIPLINE

10.1 It is agreed that, except with respect to instances where criminal charges are laid, there will be no discipline taken against any employee for any act done during the strike up to and including May 1, 2002.

## 11.0 OUTSTANDING PROCEEDINGS

11.1 Any action or application commenced before any court by either party, including applications for injunctions, private prosecutions, and contempt, and any application before the OLRB, shall be withdrawn.

## 12.0 RETURN TO WORK

12.1 All OPSEU members, including all essential / emergency services workers shall be recalled to work on his/her working day following the date of ratification by both parties. In case of shift workers, normal shift rotation that was in effect prior

to the strike shall resume and employees shall return to work on their next scheduled shift.

12.2 (a) The provisions of Article 3.1 of the Bargaining Unit Collective Agreements shall be waived where necessary for the first 48 hours of the return to work.

(b) The provisions of Article 5.1 and 5.5 of the Bargaining Unit Collective Agreements shall be waived where necessary for up to the first 120 hours of the return to work.