

RETURN TO WORK PROTOCOL
Summary of the Key Issues

Application

The return to work protocol applies to all employees in the bargaining units including seasonal employees on hiatus. The protocol covers members up to May 1, 2002. It **does not cover** members during the period between the signing of the tentative agreement and the return to work.

Enforcement

Any issue arising out of the enforcement of the Protocol may be resolved under the grievance and arbitration provisions of the Collective Agreement.

Return to Work

All OPSEU members, including all essential / emergency services workers, will be recalled to work on the working day following the date of ratification by both parties. For shift workers, the normal shift rotation that was in effect prior to the strike shall resume and employees shall return to work on their next scheduled shift. If members ratify the agreement by Sunday May 5, 2002, the first day back will be Monday May 6, 2002.

Unclassified contracts

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

Pension

If an employee is within six (6) months of retiring, the period of the strike shall **not** affect their retirement date of entitlement. Employees who wish to do so may buy back pension credits lost during the strike and the Employer will contribute the Employer's share.

Discipline

The employer has agreed to drop all court and labour-relations charges that occurred during the strike. Except where criminal charges are laid, there will be no discipline taken for actions that occurred during the strike. This protection does not apply after May 1, 2002.

No reprisals for Strike Activity

There is to be no harassment of bargaining unit employees or managers. 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. There are no reprisals, discrimination or retaliation in the workplace for any act or inaction taken by any employee arising out of participation in the strike. Both parties agree that no employee shall initiate or participate in any reprisal, discrimination or retaliation.

Continuous Service is not interrupted during the strike for:

- (i) coverage for Basic Life, Supplementary and Dependent Life, Long Term Income Protection and Supplementary Health and Hospital benefits.
- (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
- (viii) appointment to classified service (Articles 18/31/32) for essential and emergency services workers
- (ix) calculation of entitlement on death benefits (Article 52)
- (x) calculation of surplus

Other Key Time-related issues

- (xi) Vacation accrues as per Article 46.2/72.2
- (xii) 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.
- (xiii) The 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).
- (xiv) Shall not affect calculation of qualification for Long Term Income Protection benefits under Articles 42/70.

Grievance Timelines

For purposes of grievance filing deadlines, the period of the strike does not count, All time limits are deemed frozen effective March 12, 2002 and until 72 hours after the new agreement is ratified.

Accrual of Credits, Seniority and Service

Seniority accrues for all employees in the bargaining unit during the period of the strike including vacation credits during a pregnancy and parental leave, when absent from duty by reason of injury or illness for which a claim has been made under the Workplace Safety and Insurance Act and when absent under LTIP.

Notice of Surplus

Employees in receipt of a surplus notice at the start of the strike or during the strike, the period of the strike is not counted in their surplus notice period. Employees on a surplus notice who are engaged in training assignments or working on temporary assignments, shall receive a hiatus period starting with the last day before the strike and ending with the first day back after the strike has ended. Assignment shall be resumed on the first day back after the strike has ended.

Workplace Safety and Insurance

The employer will retroactively pay to the employee their entitlement under Articles 41/69 to those eligible .

Pregnancy and Parental leave – Sub Plan

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.