

RETURN TO WORK AGREEMENT

BETWEEN

THE UNIVERSITY OF SASKATCHEWAN
THE UNIVERSITY OF REGINA
(hereinafter 'the Employer')

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1975
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1975-01
(hereinafter 'the Union')

* * * *

WHEREAS the Employer and the Union wish to resolve all outstanding matters with respect to the strike which commenced on November 2, 2007 and return to a peaceful and constructive relationship;

THEREFORE the parties agree to the following:

1. An orderly return to work will occur within twenty-four hours of the date of signing of this agreement. Employees shall resume their normal duties, routines and work schedules as soon as possible, it being understood that some adjustments may be required in some work units while same are brought back fully on line. Employees returning to work will be paid in the usual fashion from the time they sign in on the form provided by the Employer documenting their return to work. For greater clarity, the return to work will commence as of 0600 hours, Monday December 3, 2007.
2. All employees shall report to work at their customary workplaces and times. **An employee not so returning within seventy-two hours of the date of return to work (December 3rd, 2007) shall be considered to have resigned their employment.** Employees on approved leave of absence are expected to return at the end of such leave or the end of job action as the case may be. **The parties will exercise their best efforts to notify**

striking employees of the date and time for returning to work.

3. The tentative agreement reached between the Employer and the Union will be subjected to ratification as soon as possible. It will not take effect until ratified and signed by the parties. Unless specifically indicated, **and with the exception of employees on approved leave, subject to the terms of said leave**, the tentative agreement shall not be retroactive during the period of the strike.
4. Every employee who engaged in strike action shall not accrue earned entitlements for the duration of the strike, including but not limited to vacation, sick leave, or probationary/trial periods. Employees will accrue pensionable service during the period of the strike. All qualifying periods are interrupted by the duration of the strike action and shall resume upon the employee's return to work. Approved vacation which was cancelled as a result of the strike shall be rescheduled in accordance with the collective agreement.
5. For the entire period of the strike, employees will not be eligible for wages, Employer contributions to pension plans, or any other payment or benefit normally available through employment with the Employer, save and except for employee benefits, subject to the Union's compliance with the terms of Paragraph 11, or where an employee performed "essential services" work by agreement of the parties, **in which case regular pay only will be provided for such work except that overtime or call-in provisions would apply as under normal circumstances.**
6. The Union agrees to immediately cease all strike activity including but not limited to picketing and to remove all signs, banners, pamphlets and other materials from the vicinity of the Employers' premises. The Employer agrees that a reasonable number of Union members shall, after consultation between the parties, be temporarily released from duties with no loss of pay to facilitate this clean-up process should circumstances warrant. Said employees must return to work and sign in before seeking such release,

which will in no case exceed **two (2) days** nor incapacitate the return to operation of any work unit.

7. The Employer shall not exercise any disciplinary action or engage in any reprisal of any kind whatsoever against any employee who engaged in lawful action in support of the strike.
8. Subject to the terms of this agreement, the Union and each of its members shall and does hereby remise, release and forever discharge the Employer, its Directors and Officers, its Contractors and its Employees of and from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants contracts, claims and demands whatsoever which they ever had, now have or their heirs executors, administrators or assigns or any of them hereafter can, shall or may have up to the date of this agreement, for or by reason of or arising from or relating to the events surrounding the strike which commenced on October 30th, 2007 and the settlement of this matter, or from any defamatory or discriminatory statements made with respect to the strike and the settlement of same, up to the date of this agreement.
9. Subject to the terms of this agreement, the Employer shall and does hereby remise, release and forever discharge the Union, its members and its Employees of and from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants contracts, claims and demands whatsoever which they ever had, now have or their heirs executors, administrators or assigns or any of them hereafter can, shall or may have up to the date of this agreement, for or by reason of or arising from or relating to the events surrounding the strike which commenced on October 30, 2007 and the settlement of this matter, or from any defamatory or discriminatory statements made with respect to the strike and the settlement of same, up to the date of this agreement.
10. It is agreed that all applications filed by either the Employer or the Union to the Saskatchewan Labour Relations Board will be withdrawn immediately following the signing of this agreement. Grievances filed prior to the commencement of the strike will be continued with no issue as to timeliness.

No grievances were filed or accepted once strike notice was served. No grievances will be initiated with respect to matters occurring after strike notice was served and before the return to work is complete.

11. Pursuant to an agreement between the parties, the Employer maintained continuity of employee benefit plans during the strike by paying all required premiums. As soon as possible after the re-establishment of normal operations, the Employer will submit to the Union a bill for the cost of such benefits during the strike. The union agrees that its National Office will pay the employee and employer premiums for striking members for the entire period of the work stoppage. No optional insurance coverage will be paid by the Union or the Employer for the entire period of the strike.
12. All outstanding reconsideration appeals will be heard and decided no later than May 1, 2008. The Employers agree where possible to negotiate with any employee who wishes to do so an equitable repayment schedule for payroll deduction plans subject to rules applicable to said plans. The Employers agree to provide to the union a dues check-off for the month of November, 2007. The Employers will discuss with the union measures to facilitate an effective resumption of operations whether via EFAP or otherwise.
13. This agreement forms part of the collective agreement between the parties and may be enforced through the grievance and arbitration provisions contained within said collective agreement. This agreement will not be included in the printed version of the collective agreement.

Conciliation Items

- The Employer agrees to a moratorium on withholding increments pending receipt of the interest arbitration decision and the completion of any appeal process which may ensue.
- The parties agree that the matter of the two University of Regina employees who had their increments withheld will be submitted to Interest Arbitrator Sims for determination as part of the interest arbitration process.

- The parties agree that a retention bonus will be paid to employees other than casuals as of the first day of the month following the month of ratification. The bonus will be \$1,000 for full time employees and prorated for other than full time.

ALL OF WHICH IS AGREED this 1st day of December, 2007.

For the Employer

For the Union

In the presence of Doug Forseth, Conciliator