

RETURN TO WORK AGREEMENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4625
(the Union)
- and -

Sturgeon Public Schools
(the Employer)

The Parties agree to the following terms respecting the return to work of the Bargaining Unit employees currently on strike:

1. This Agreement comes into force upon the ratification by the Parties of the Memorandum of Agreement reached by the Parties on Tuesday, March 18, 2025.

Cessation of Strike Activity

2. Upon the coming into force of this Agreement, the Union agrees to immediately cease any and all strike activities at any and all of the Employer's work sites, offices, or other locations.
3. The Union shall immediately remove any and all strike associated signs, structures, pamphlets and other materials (including tents, posters, placards, leaflets, etc.) from any and all of the Employer's work sites, offices, or other such locations or property.
4. All returning employees shall uphold professional standards that reflect our commitment to a positive, safe and respectful workplace.

Return to Work

5. In accordance with Section 90 of the *Labour Relations Code*, employees who were included in the bargaining unit at the commencement of the strike and who remain employed, not having tendered their lawful resignation (the "**Employees**"), will be recalled to work in the following manner:
 - a. The employer will recall the employees that were active prior to withdrawal of all services January 13, 2025 to the position(s) held January 13th effective Monday, March 31, 2025.
 - b. If an employee's position is not available, the employee will be provided an equivalent job, and jobs will be provided in order of seniority.
 - c. Employees who require leave as provided under the Collective Agreement, Employment Standards Code or other legislation will request

such leave within 14 days of ratification. It is understood that Employees will endeavour to notify the Employer as soon as possible following ratification of their need for the leave and will report to work at the conclusion of that leave to resume their regular schedule.

6. Any employee who was pre-approved for a leave of absence, including vacation time prior to the commencement of the strike, will be entitled to take the leave as scheduled, unless at the option of the employee, they wish to cancel their leave. Employees must advise their supervisor within seventy-two (72) hours of the conclusion of the ratification process if they wish to cancel a previously approved leave.
7. Maternity, parental and medical leaves in progress at the commencement of the strike shall be continued as though no strike had occurred. Any of these aforementioned leaves which had been approved prior to the strike shall be honoured by the Employer and shall begin on the previously agreed commencement date.
8. Any employee who commenced a maternity or parental leave prior to the strike or during the strike, will be entitled to full benefit coverage during the period of the strike including, but not limited to, the Supplementary Employment Benefits for maternity leave as outlined in Article 22.02 of the collective agreement.
9. The period of the strike shall be counted as "continuous service" with the Employer and there will be no break in or loss of seniority. However, the period of the strike will not be counted toward the completion of any probationary period or trial period.
10. No individual who assigned CUPE Bargaining Unit work during the legal strike will be retained in a CUPE Bargaining Unit Role following the resumption of work by Bargaining Unit employees.
11. The grievance procedure time limits with respect to grievances filed before the commencement of the strike will be deemed to have been extended for the duration of the strike.
12. The Employer will release up to five (5) employees on Union leave for one (1) week following the return to work date, to be payable by the Union, without loss of seniority or benefits. The Union will confirm the dates of these leaves within five (5) days of returning to work and will endeavour to give as much notice as possible. Names and duration of leaves will be provided by CUPE Local 4625.

Pay and Benefits

13. Employees scheduled to return to work on March 31, 2025, will receive this pay on their April earning statements.

14. A cash advance of up to \$500, will be available for existing employees (excluding casuals) subject to the Employer receiving a request for advance on or before noon March 24, 2025 for payment on March 31, 2025.
 - a. Repayment of the cash advance will be deducted in equal payments over a 5 consecutive month period.
15. The Employer will resume responsibility for the cost of the Employer portion of benefit premiums effective the date of return to work. The Union will pay any outstanding invoices.
16. Benefits, including sick leave and those referenced below, will be subject to and governed by the terms of the Collective Agreement and the applicable plans. No new claims for benefits, sick leave or WCB benefits may be made in respect of the period of the strike.
17. If permitted by the pension plan and subject to its terms and conditions, reinstated employees may buy back pensionable earnings in respect of the period of the strike. If applicable, the costs will be covered fully by the employee.
18. The following benefits will be deemed to have accrued during the strike period for Employees otherwise eligible under the collective agreement:
 - a. Sick Leave bank accrued to February 28, 2025.
 - b. Vacation
19. The equal installments of the Employees' annual salary, pursuant to Article 11.1 of the collective agreement, will be recalculated for the remainder of the school year starting in the April pay.

No Discipline

20. The Employer agrees that no disciplinary measures shall be taken against members who were on strike for lawful actions taken during the strike and up to the time of signing this Agreement.
21. Any disputes concerning the interpretation or implementation of this Agreement will be referred to arbitration on an expedited basis to a mutually agreed upon Mediator or Arbitrator.
22. The Parties agree that this Agreement is enforceable by either Party as if it were a part of the applicable Collective Agreement and that to the extent that the specific provisions of this Protocol conflict with the applicable Collective Agreement, this protocol will take precedence.

Termination of the Return to Work Protocol

23. This agreement will be in force and effect until March 31, 2026.

For the Employer

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Rich Murray-Elliott
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For the Union

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