

RETURN TO WORK AGREEMENT

Between

DALHOUSIE UNIVERSITY BOARD OF GOVERNORS
(the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3912
(the "Union")

WHEREAS the Employer and the Union wish to resolve all outstanding matters between them with respect to the strike activity that commenced on October 19th, 2022, arising during the course of bargaining the September 1st, 2020 to August 31st, 2024, collective agreement;

AND WHEREAS the Parties are mutually desirous of a prompt return to a peaceful and constructive relationship;

THEREFORE the Parties agree to the following:

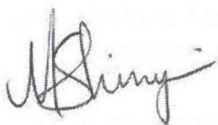
1. The tentative collective agreement concluded by the Union and the Employer shall be subject to mutual ratification as soon as possible.
2. Employees will be recalled to work the day after the agreement is ratified by the Union.
3. All returning bargaining unit employees shall be credited with precedence in accordance with the terms of the ratified collective agreement for the period of the work stoppage.
4. The grievance procedure time limits with respect to grievances filed prior to the commencement of and during the work stoppage shall be deemed to have been extended for the duration of the work stoppage. This provision shall exclude any grievances which had been referred to arbitration prior to the work stoppage.
5. The Employer agrees that any actual or intended disciplinary actions including warnings, suspensions, terminations or reprimands of any sort whatsoever arising during the period from October 19th, 2022 to the date of ratification by the Union of the collective agreement dated September 1st, 2020 to August 31st, 2024 shall be withdrawn, rescinded and/or dismissed, and any record of such disciplinary actions shall be removed from all employee personnel files.
6. The Parties shall not censure or impose any sanctions whatsoever on any employee for any lawful conduct or activity which they may have participated in

during the period from October 19th, 2022 to the ratification of the collective agreement dated September 1st, 2020 to August 31st, 2024.

7. The Employer will remit all outstanding dues that were not remitted to the Union during the dispute with the normal remittance of dues as retroactive pay is paid out to Employees.
8. The Employer agrees that all Part-Time Academics and Teaching Assistants will experience no loss of pay for the duration of the strike, provided that courses are delivered in their entirety and all TA work is completed. As hourly-paid Instructors and Markers/Demonstrators are paid for actual hours worked, they will continue to be paid for actual hours worked upon the end of the strike, which may include additional hours to make up for time lost during the work stoppage.
9. Each party will withdraw any application filed at the Labour Board related to this dispute.
10. Notwithstanding anything in the Student Ratings of Instruction Policy, any data gathered and obtained through Student Ratings of Instruction for courses instructed primarily by CUPE Instructors in the Fall 2022 semesters will be used to provide feedback only to instructors on their teaching for formative purposes.
11. This Return to Work Agreement shall take precedence over the Collective Agreement in the event of any conflicts and shall be enforced pursuant to the grievance and arbitration proceedings set out in the Collective Agreement.

Signed this 9th day of November 2022

FOR THE EMPLOYER:



FOR CUPE LOCAL 3912:

