

RETURN TO WORK PROTOCOL

BETWEEN:

Canadian Union of Public Employees, Local 79

“Local 79”

-and-

City of Toronto

the “City”

The undersigned representatives of the parties hereby agree to the following terms respecting the return to work of striking members of CUPE Local 79:

1. Unless otherwise provided for in this Protocol, the City will recall all striking employees to their first regularly scheduled shift on or after 12:01 a.m. on Friday, July 31, 2009. Striking employees shall return to work to their first regularly scheduled shift, at their regular scheduled Section, location and position held at 11:59 p.m. on June 21, 2009.
2. Notwithstanding paragraph 1, employees unable to report to work and perform his/her duties on his/her first regularly scheduled shift for satisfactory reasons, such as illness, injury or unavailability, and who provide written or other appropriate notice to the City, shall be given a maximum of ten (10) calendar days in which to return to work.
3. Striking employees will return to work with no loss of seniority and/or service by virtue of their absence during the period commencing 12:01

am, June 22, 2009 up to and including July 31, 2009, or until their return to work in accordance with paragraph 2 (“the strike period”), as applicable.

4. Notwithstanding paragraph 1, the return to work of employees in the Recreation Workers – Part-Time Unit is subject to operational requirements including, but not limited to, the cancellation of programs and/or services for any reason and may not occur on July 31, 2009. Where operational requirements permit, the City shall expedite the return to work of employees in the Recreation Workers - Part-Time Unit in order to maximize each employee’s earning potential in summer and related programs.
5. Striking employees who are otherwise eligible shall receive the following benefits and entitlements for the strike period:
 - a. Group Life Insurance, including Optional Life Insurance, and the payment by the City’s insurer to the beneficiary or estate of an employee who died during the strike period, pursuant to the terms of the City’s group life insurance policy;
 - b. Sick Leave Credits; and
 - c. Vacation Credits.
6. An employee on Sick Leave/STD or vacation prior to the commencement of the strike shall not be deemed a striking employee during any period that the employee was on Sick Leave/STD and/or vacation.
7. For the period of the strike, striking employees will not be eligible to claim sick time or Workers’ Compensation benefits for any illness or injury

suffered while on strike, except for those persons required by law to work during the strike.

8. Any employee who commenced a pregnancy/parental leave prior to the strike or during the strike, provided he/she was in receipt of a benefit (Sick Pay) prior to the commencement of the strike, shall be entitled to full benefit coverage during the strike period including, but not limited to, any pregnancy/parental top-up to which the employee would otherwise have been entitled.
9. Any employee who commenced an Earned Deferred Leave prior to the strike or during the strike and who otherwise would have been entitled to full benefits shall be entitled to full benefits during the strike period.
10. The car allowance for eligible employees shall be pro-rated for the strike period, if necessary.
11. For part-time employees, absence during the strike period shall not have an impact on any wages or benefit premium costs that are based upon hours worked during any period of time that includes the strike period.
12. No probationary employee shall be credited with any time towards completion of his/her probationary period during the strike period.
13. The parties mutually undertake and agree that there will be no discrimination, intimidation, interference, restraint, coercion, recrimination or reprisal action of any kind whatsoever by either of them or their respective officers, representatives, agents or members in respect of any person in the employ of the City, whether covered by the collective agreements or not, because of such person's participation or non-participation in the strike or his/her strike-related activity and any

employee contravening this paragraph shall be subject to discipline up to and including dismissal.

14. Following ratification of the Collective Agreements, the City shall terminate all civil proceedings relating to Local 79 and/or its members including, without limiting the generality of the foregoing, injunctive proceedings, actions, proceedings for interim relief arising out of, in connection with or in any way related to the strike and any activity engaged in during the strike, with the exception of any proceedings relating to Local 79 under the *Ambulance Services Collective Bargaining Act*, which shall be adjourned to a date no later than September 15, 2011. Termination or adjournment of proceedings shall be without costs to Local 79 and/or its members.
15. In the event that employees attend work on July 31, 2009 and Council does not ratify the new collective agreements, the terms of the former collective agreements shall apply. Employees will, upon being advised that the collective agreements have not been ratified, be permitted to leave the workplace, in an orderly and professional manner.
16. The parties agree that this Protocol is enforceable by either party as if it were 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 shall take precedence.

Dated at Toronto this 30th day of July, 2009.

City

CUPE Local 79