

RETURN TO WORK PROTOCOL

B E T W E E N :

CITY OF TORONTO

(hereinafter referred to as the "City")

- and -

TORONTO CIVIC EMPLOYEES UNION,
LOCAL 416

(hereinafter referred to as "TCEU, Local 416")

1. The City may contact returning employees and arrange for their return to work in advance of ratification by either the City or TCEU, Local 416 (the "Parties"), conditional on that ratification by the Parties so long as such return to work date is after 12:01 a.m. on July 31, 2009.
2. 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 agreement or not, because of such person's participation or non-participation in the strike or his strike-related activity and any employee contravening this paragraph shall be subject to discipline up to and including dismissal.
3. In order to facilitate the participation of EMS paramedics in the ratification vote to be held by TCEU, Local 416, the ESA agreement shall be amended, on July 30, 2009, to provide for an increase in the car count to 100% of normal staffing levels.
4. Subject to paragraph 5 and conditional upon ratification of the Collective Agreement by the TCEU, Local 416 on July 30, 2009, all employees will be

required to report for their first regularly scheduled shift after 12:01 a.m. on July 31, 2009, as applicable, to their regular scheduled Section, Location and position that they held at 11:59 p.m. on June 21, 2009.

5. Notwithstanding paragraph 4 and subject to paragraph 15, employees who have a satisfactory reason for not returning to work and 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.
6. Employees who return to work on Friday July 31, in accordance with paragraph 4, will be limited, prior to the ratification of the collective agreement by City Council, from performing duties related to the removal of waste from the City's twenty-six Temporary Drop-off Locations or the removal of waste from the City's Transfer Stations. No waste shall be removed from the Temporary Drop-off Locations or the Transfer Stations until after the ratification of the Collective Agreement by the City. Employees assigned to duties in the Parks, Forestry and Recreation Division may be required, from the commencement of their shift, to perform cleaning and maintenance duties related to the park to which they are assigned, on the condition that any waste that they remove from the parks shall be delivered to one of the City's Transfer Stations or Temporary Drop-off Locations.
7. The City will use all means that it considers advisable to ensure that the garbage accumulation in the City's Temporary Drop-off Locations is removed and disposed of as soon as possible. In this regard the City will assign employees in the following number and in classifications listed below to perform duties related to the clean-up and remediation of the Temporary Drop-off Locations as follows:

500 Driver/Loaders from the Solid Waste Division;

60 Transfer Station Operators/HEO's from the Solid Waste Division;

60 HEO's from the Transportation Division;

40 HEO's from the Toronto Water Division; and

10 Mechanics from the Fleet Division.

Employees in the foregoing classifications and Divisions will be offered the opportunity to participate in the clean-up and remediation of the Temporary Drop-off Locations in seniority order, within their classification, by Division. Employees assigned to perform this work will work one of the following shift Schedules:

Shift 1

Friday 7 a.m. to 8 p.m.
Saturday 7 a.m. to 8 p.m.
Sunday 8 a.m. to completion

Shift 2

Friday 1 p.m. to 2 a.m.
Saturday 10:30 a.m. to 11:30 p.m.
Sunday 8 a.m. to completion

8. If, by 6 p.m. on Saturday August 1, the City is not satisfied that it can complete the clean-up and remediation of the Temporary Drop-off Locations by the end of Sunday August 2, the City may, at its sole discretion, assign third party contractors to perform work related to the clean-up and remediation of the Temporary Drop-off Locations for the purpose augmenting employees assigned to the remediation and clean-up and ensuring that the work is completed by the end of the day on Sunday August 2. Such assignment shall not give rise to the reduction in the number of employees assigned to the clean up as described above. The use of third party contractors contemplated by this paragraph shall be without prejudice or precedent to any position that either of the parties may take in any forum and shall not be relied upon by either party in any such forum.
9. Should the City, pursuant to paragraph 8, determine that it will assign third party contractors to add to the work, it will not assign such third party contractors in a manner that would displace employees from completing assignments commenced by them that day. Where a third party contractor completes the clean-up and remediation of the site to which it has been assigned, it shall not be

re-assigned in a manner that would result in the termination of an employee's existing assignment.

10. Employees who were in temporary work opportunities of a seasonal nature that would have been twenty-two weeks in duration but for the strike and will be of a duration shorter than twenty-two weeks because of weeks lost during the strike, will, where operational requirements warrant, have the option of having their respective work opportunities extended by a sufficient number of weeks in order that such employees are eligible for Employment Insurance benefits.
11. Subject to paragraph 12, striking employees who return to work, in accordance with paragraph 4, will accrue seniority and service as if they had been at work during the period from 12:01 a.m. on June 22, 2009 up to and including July 31, 2009 or until their return to work in accordance with paragraph 5 (the "Strike Period") as applicable.
12. The period during which any employee was absent due to the strike shall not be counted as contributing to the employee's probationary period.
13. Striking employees who are otherwise eligible, shall receive the following benefits and entitlements for the Strike Period:
 - (a) Group life insurance, including the payment to the estate of an employee who died during the strike period;
 - (b) Sick leave credits; and
 - (c) Vacation credits.

All other benefits shall commence effective July 31, 2009. Where an employee commenced, as part of a pre-planned course of treatment, any dental, medical or extended health care procedure, during the Strike Period and continues to require further procedures, as part of that same pre-planned course of treatment, such further procedures will be covered by the City's dental, medical or extended health care benefits, effective the termination of the Strike Period, on the

condition that the employee complies with any pre-approval requirements before engaging in those further procedures.

14. An employee who was on sick leave prior to the commencement of the strike and who remained sick during the entirety of the Strike Period shall be entitled to include the Strike Period in satisfying any elimination period required to qualify for Long Term Disability benefits.
15. Notwithstanding paragraphs 4 and 5, an employee who is unable to return to work as a result of an illness or injury that occurred during the Strike Period shall, subject to compliance with the provisions of Article 14 of the Collective Agreement, be eligible for sick pay effective the termination of the Strike Period.
16. TCEU, Local 416 also acknowledges that it will clean up all picket lines of any and all debris caused by or as a result of the picketing.
17. Subject to Divisional approval, the City will release up to ten (10) employees for one (1) week after the end of the strike period. The leave will be without pay, but without loss of service, seniority or benefits.
18. In the event that employees attend work on July 31, 2009 and Council does not ratify the new Collective Agreement, the terms of the former Collective Agreement shall apply. Employees will, upon being advised that the Collective Agreement has not been ratified, be permitted to leave the workplace, in an orderly and professional manner.
19. The parties herein 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 collective agreement that this protocol shall take precedence over the collective agreement.

DATED at this day of , 2009

For TCEU, Local 416

For the City

For TCEU, Local 416

For the City

For TCEU, Local 416

For the City