

COLLECTIVE AGREEMENT

BETWEEN

Toronto Transit Commission

and

**Canadian Union Of Public Employees
Local 5089**

April 1, 2014 – March 31, 2018

COLLECTIVE AGREEMENT

BETWEEN

Toronto Transit Commission

and

**Canadian Union Of Public Employees
Local 5089**

April 1, 2014 – March 31, 2018

INDEX TO THIS AGREEMENT

	Page
Article 1 – General Provisions	7
Section 1. Purpose of Provisions	7
Section 2. Continuity of Service to the Public	7
Section 3. Employees’ Representatives	7
Section 4. Conditions for Union Shop and Checkoff	8
Section 5. Management and Discipline	10
Section 6. Complaints and Grievances	11
Complaint.....	11
Grievance	12
Step 1 – Appeal to Head –	
Transit Enforcement Unit	12
Step 2 – Appeal to Department Head	12
Step 3 – Mediation	13
Step 4 – Arbitration.....	14
Union, Policy or TTC Grievances	15
Section 7. Probationary Period	16
Section 8. Vacations.....	16
Eligibility	17
Vacation Selection	17
Deferred Vacation	19
Section 9. Statutory and Designated Holidays.....	20
Religious Holiday Accommodation.....	22
Section 10. Pensions	22
Section 11. Group Insurance.....	23
Section 12. Healthcare Plan	23
Dental Plan.....	24
General	25
Section 13. Sickness.....	26
Independent Medical Examination	26
Employees Notification of Return to Work	27
Sick Benefits	28
WSIB Applications and TTC Advance.....	28
WSIB Top-Up.....	29
Disability Management Program	29
Injury at Work.....	30
Section 14. Bereavement Pay	30
Section 15. Leave of Absence.....	31
Unpaid Personal Leave	31
Pregnancy And Parental Leaves	32

	Maternity Day	32
	Birth Or Homecoming Day.....	32
	Adoption Days	33
	Family Medical Leave	33
	Reservist Leave.....	33
	Military Training Leave.....	33
	Canadian Citizenship Leave	33
	Union Leave.....	34
Section 16.	Jury Duty and Witness Appearance	34
	Jury Duty and Witness Appearance	34
	Crown Consultations.....	34
Section 17.	Hours of Work	35
Section 18.	Overtime	35
Section 19.	Sunday and Off-Day Premium.....	36
Section 20.	Shift Premium	36
Section 21.	Rotation Premium	36
Section 22.	Coach Officer.....	37
Section 23.	Substitution	37
Section 24.	Uniform/Work Clothing and Footwear.....	37
	Uniform.....	37
	Footwear – Uniform.....	38
Section 25.	Call-In Guarantee.....	38
Section 26.	Tuition Aid Program	39
	Reimbursement	40
	Maximum Reimbursement.....	40
	a) Bargaining Unit Work Related	
	– Taken Voluntarily.....	41
	b) Developmental – Taken Voluntarily	41
	c) Work Related Taken at Department’s Request	42
	Approval Process	42
Section 27.	Employee Family Assistance Program	43
Section 28.	Non-Discrimination	43
Section 29.	Pay – Direct Deposit	44
Section 30.	Photo-Identification Passes.....	44
Section 31.	Pensioners Pass	45
Section 32.	Health and Safety	45
Section 33.	Termination and Amendment	45
Article 2 –	Seniority And Job Posting.....	47
Section 1.	Definition of Seniority	47
	Seniority List.....	47

Section 2.	Lay Off and Recall Procedures	47
	Notice of Lay Off	48
	Recall List	48
	Separation	48
	Recall to Work Following Lay Off	49
	Seniority Upon Resumption	49
	Employee Benefits	49
Section 3.	Return From Inactive Payroll	51
Section 4.	Vacancies	51
	Vacancies Outside the Bargaining Unit	51
	Substitution (less than 6 months)	51
	Temporary Vacancies (greater than 6 months)	52
	Schedule “A” – Basic Hourly Wage Schedules	53
	Appendix A – Seniority List	55
	Appendix B – Letter of Understanding Re: Filling Vacancies with Former Transit Enforcement Officers	57
	Appendix C – List of Former Transit Enforcement Officers	58
	Appendix E – Letter of Understanding Re: Vacancies Within the Bargaining Unit	59
	Appendix F – Letter of Understanding Re: Release of Internal TTC Documentation	60
	Appendix G – Letter of Understanding Re: Legal Defence and Indemnification	61
	Appendix H – Letter of Understanding Re: Special Constable Appointment	62
	Appendix K – Interest Arbitration Award – Ontario Health Premium	63
	Appendix L – Interest Arbitration Award – Overtime Distribution	64

Appendix N – Letter of Understanding
Re: Special Circumstances for Transit Enforcement
Officer Occupational Injuries.....65

ARTICLE 1 – GENERAL PROVISIONS

Section 1. Purpose of Provisions

The purposes of this Agreement are to prescribe the wage rates, hours and conditions of employment of employees in the occupational classification set out in Schedule “A” of this Agreement; to provide a procedure for the prompt adjustment of differences arising from or pertaining to this Agreement; and to set forth various other provisions relative to the rights, privileges, duties and obligations of the employees, the Union and the TTC; in order to assure an efficient and uninterrupted transit service to the public.

Words importing the plural shall, unless the context requires otherwise, include the singular as the case may be and vice versa.

Section 2. Continuity of Service to the Public

The parties agree to the following provisions as required by the *Ontario Labour Relations Act, 1995* and in accordance with *Bill 150, An Act to provide for resolution of labour disputes involving the Toronto Transit Commission, 2011*:

- The TTC recognizes the Union as the exclusive bargaining agent with respect to all matters properly arising under the terms of this Agreement for all Transit Enforcement Officers (TEOs) employed by the Toronto Transit Commission in the City of Toronto. This excludes Sergeants and Staff Sergeants.
- The Union agrees and undertakes that there will be no strikes and the TTC agrees and undertakes that there will be no lockouts in accordance with *Bill 150, An Act to provide for resolution of labour disputes involving the Toronto Transit Commission, 2011*.

Section 3. Employees’ Representatives

For the purposes of discussing and conferring with respect to any matter which concerns the employer-employee relationship, duly authorized representatives of the TTC shall meet at any reasonable time with the regularly elected and active Union Representatives. The Union must apply in writing to the Head – Transit Enforcement Unit five (5) working days in advance when such a meeting and/or any union business leave is requested by them.

The TTC will permit up to a maximum of two (2) Union Representatives who are required during their normal working hours to meet with representatives of the TTC concerning a grievance, to attend any joint committee meetings in which Local 5089 representatives participates in, and any meetings requested by Management.

The TTC shall bill Local 5089 for all union business leave for such wages and all applicable benefits and the contributions by the TTC to the Pension Fund Society for such wages, save and except for the items as outlined in paragraph two and leave to negotiate the renewal of the Collective Agreement.

The TTC will permit up to four (4) Union Representatives with normal pay to negotiate the renewal of the Collective Agreement at meeting times and locations mutually agreed upon by the parties.

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the TTC. Such representative(s)/advisor(s), with prior approval from the TTC, shall have access to the employer's premises in order to deal with any matters arising out of this collective agreement. Approval will not be unreasonably denied.

Section 4. Conditions for Union Shop and Checkoff

All employees in the classifications covered by this Agreement must remain members in good standing of the Union by payment of dues as a condition of continued employment with the TTC.

All new employees in classifications covered by this Agreement must become members of the Union immediately upon commencement of such employment.

The TTC will provide the Union the opportunity to meet with all new employees for a maximum of 15 minutes for the purpose of familiarizing the employee with the work environment. Such meeting will be set at a mutually agreeable time between the Union and the TTC.

All employees seeking admission shall be admitted by the Union, subject to Union Constitution and By-laws, and the TTC shall not be required to discharge or to discriminate against any employee as to whom membership in the Union has been refused or terminated on any ground other than the failure of such employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, unless the TTC agrees that the ground advanced by the Union for refusing or terminating the membership is just and reasonable, or, failing such agreement, unless the issue is referred to a Board of Arbitration constituted in accordance with the provisions of the Agreement and such Board, or a majority of such Board, declares that the ground upon which the Union refused or terminated the membership of such employee was sufficiently reasonable and just to justify discharge by the TTC.

The Union shall not, in any way, interfere with or limit the right of the TTC to

discharge or discipline its employees for sufficient and just cause, provided the employee has the right of the grievance procedure as hereinafter provided.

Deductions shall be made from the payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, accompanied by a list of the names and badge numbers of all employees from whose wages deductions have been made. This list will also include the names and badge numbers of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

Effective January 1, 2014, should the TTC wish to amend the current frequency of payroll to weekly pay/direct deposit, it will provide the Union with thirty (30) days' notice.

The amount of union dues to be deducted shall be the regular monthly membership dues or other assessments duly authorized by the By-laws of the Union. The Recording Secretary of the Union shall notify the TTC by letter to the Director – Employee Relations of the monthly amount to be deducted and of any changes therein and such notification shall be the TTC's conclusive authority to make the deductions specified.

The Union may impose an additional entrance fee or special assessment or increase its existing fees when endorsed by the National Executive Board of the Union.

Section 5. Management and Discipline

Except as otherwise provided in this Agreement, the management, supervision and control of the TTC's operations and the direction of the working force remains an exclusive Management function. This right of Management includes among other things and without restricting the foregoing such functions as: the right to plan, schedule, direct and control operations; to study or introduce new or improved methods, equipment or facilities; to maintain or establish new or improved rules and regulations covering the operation of the system; to hire, rehire, promote, demote, assign and lay off and transfer employees; and to discharge, suspend, or otherwise discipline employees for just cause, provided that newly hired employees who have not completed their probationary period may be dismissed by the TTC for any reason satisfactory to the TTC, and the right of a probationary employee to grieve or otherwise challenge such dismissal shall be only as contained in the Probationary Period provision of this agreement and no further. In no case shall the exercise of the above responsibilities of Management be contrary to any of the terms and conditions of this Agreement. In the normal handling of discipline cases, the discipline record of an employee shall not, under normal circumstances, be considered beyond the previous two years. All disciplinary records for any period between two to five years will only be relied on when the alleged misconduct would not fall within normal circumstances.

All discipline records will not be retained after such period as prescribed by law.

Where an employee's record and/or performance is not satisfactory to the supervisor, the details of the case will be reviewed with the appropriate Union representative in advance of disciplinary action being taken for the above stated reasons.

An employee reporting for discipline shall be informed of the nature of the charge, the discipline being imposed and the basis of the discipline rendered.

Employees shall be entitled, if they request to have union representation with them whenever such employees are required to report for discipline.

The parties agree that, in cases of internal discipline involving bargaining unit members, documentation cannot be released to anyone without first obtaining written permission from the affected member in compliance with the Municipal Freedom of Information and Protection Act ("MFIPPA").

Should an employee be discharged and the dismissal be confirmed under this Section and the Union consider that it was for insufficient cause, then the Union may present the case as a grievance commencing with Step 1. Notice of such appeal must be made in writing within five (5) working days of the date of confirmation of such discharge.

Upon request employees may, twice during a calendar year, inspect their own Human Resources, Departmental, and Training record(s) at a time suitable to both parties.

The TTC and the Union recognize the value of progressive discipline with the purpose of being corrective in application. However, the TTC reserves the right to impose any discipline it deems as appropriate in any particular given circumstance.

Section 6. Complaints and Grievances

It is the mutual desire of the parties hereto that complaints and grievances of employees shall be dealt with as quickly as possible.

Complaint

It is understood that a complaint does not become a grievance until the employee has first given the supervisory staff an opportunity to resolve the complaint. The employee (herein referred to as the grievor), shall within seven (7) working days after the grievor has become aware of the facts giving rise to the complaint, address the complaint orally to the immediate supervisor (with or without their union representation). If the complaint cannot be resolved then a grievance may be submitted at the Step 1 level on the agreed upon grievance form, as may be amended from time to time at the mutual agreement of the parties.

Grievance

A grievance shall be any complaint arising from the interpretation, application, administration, or alleged violation of the Agreement that was not resolved. The grievance shall clearly set forth the matter complained of, including the alleged violation, and the remedy sought to resolve the grievance.

All grievances and replies must be in writing.

Step 1 – Appeal to Head – Transit Enforcement Unit

If the matter was not resolved with his/her immediate supervisor, employees having a complaint may take the matter to their Head – Transit Enforcement Unit or designate within seven (7) working days after having received a response from his/her immediate supervisor.

The Head or designate shall render a decision within five (5) working days after receipt of the grievance from the Union. If the reply of the Head or designate is not acceptable, the grievance may, within five (5) working days from receipt of such reply, be referred by the Union to Step 2.

Step 2 – Appeal to Department Head

Should the decision of the Head – Transit Enforcement Unit be unacceptable, then the Union Representative shall submit the grievance to a designated representative of the Department Head within five (5) working days after receiving the Head's decision. The Department Head or designate, shall meet with the Union within seven (7) working days after the referral of the grievance. The Department Head or designate shall render a decision to the Union within seven (7) working days from the date the meeting takes place.

At this hearing, either party may require the attendance of the grievor, provided that any statements made by the grievor or the TTC representatives shall be presumed to have been made without prejudice and may not be referred to at Arbitration.

If such reply is not satisfactory to the Union or if no reply is received, either party may, within fifteen (15) calendar days, submit the matter to mediation, or may, within thirty (30) calendar days, submit the matter to Arbitration.

Step 3 – Mediation

(a) Either party may submit the grievance to Grievance Mediation at any time within fifteen (15) calendar days following the receipt of the reply at Step 2, or if no reply is received, within fifteen (15) calendar days following the expiration of the period limited for such reply. Where the matter is so referred, the Mediation process shall take

place before the matter is referred to Arbitration.

(b) The TTC will endeavour to schedule Grievance Mediations within 21 calendar days of the grievance being submitted to Mediation, subject to Mediator availability.

(c) The Grievance Mediation process is without prejudice to either party.

(d) No matter may be submitted to Grievance Mediation which has not properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.

(e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.

(f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation meeting.

(g) The Mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

(h) If a grievance is not settled through the Grievance Mediation process, the Mediator shall provide the parties with an immediate oral advisory opinion and the grounds of such advisory opinion, unless both parties agree that no such opinion shall be provided.

(i) If no settlement is reached within five (5) calendar days following Grievance Mediation, the parties are free to submit the matter to Arbitration as hereinafter provided. In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration, or any documentation relied upon by either party for the first time at Grievance Mediation shall be used against it at Arbitration.

(j) Any settlement reached shall be "Without Prejudice" and shall not be referred to by the parties in respect of any subsequent matter and in any other setting.

(k) The Union and the TTC will share the cost of the Mediator if any.

Step 4 – Arbitration

If the Step 2 and/or Step 3 response is not satisfactory to the Union, the matter may be referred to Arbitration as herein provided within 30 calendar days after receipt of the response.

Either party desiring to arbitrate any matter arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitral as provided herein shall notify the other in writing.

The matter shall be arbitrated by a sole arbitrator selected by the parties or, in default of mutual selection, to be selected by the Minister of Labour for the Province of Ontario. The arbitrator's compensation and legitimate expenses shall be divided equally between the parties.

Union, Policy or TTC Grievances

A grievance which arises directly between the parties to this Agreement, which could not form a grievance to be processed under the foregoing grievance procedure by an affected employee, may be submitted in writing by the Union or the TTC to the other party and such other party shall reply in writing with 12 calendar days following such submission. The parties shall attempt to meet to resolve the grievance with 30 calendar days from the date of submission of the grievance. If no resolution of the grievance is reached within 30 calendar days following the date of submission of the grievance to the other party, the grieving party may submit the matter to Arbitration.

Such grievance shall be initiated by the President of the Union and forwarded to the Director – Employee Relations or designate and if not settled satisfactorily, the grievance may proceed to Step 3 and/or Step 4.

If the TTC has a grievance, the Director – Employee Relations or designate shall forward the grievance to the President of the Union and if not settled satisfactorily, the grievance may proceed to Step 3 and/or Step 4.

A decision with respect to any complaint or grievance which at any stage is mutually satisfactory to the Union and the TTC shall be final and binding upon the Union, the TTC and the employee or employees concerned and shall not be submitted again by the same employee or the same group of employees, nor on their behalf by the Union. It is presumed that such settlements are without prejudice and cannot be relied on by either party in any subsequent case.

No employee or representative of the Union shall leave work or fail to appear for work for the purpose of presenting a complaint or grievance, or in connection with the handling of any complaint or grievance without first having obtained the consent of the Head – Transit Enforcement Unit.

Section 7. Probationary Period

New employees until they have completed ten months' continuous service with the TTC shall be considered as on probation. During the probationary period their progress

shall be reviewed with them periodically, and the Union and the TTC shall co-operate in providing guidance and assistance to them in adapting themselves to such new work and conditions as may be involved.

If a probationary employee's services are proving unsatisfactory the employee shall be released from the service.

Such release is not subject to appeal beyond Step 2 of the Grievance Procedure. Employees who have had their probationary period extended shall be denied all step rate increases until they have successfully completed their probationary period.

Section 8. Vacations

An annual vacation with pay based on continuous service shall be granted to employees in the occupational classifications covered by this Agreement as follows.

Two (2) Weeks' Vacation Equal to 80 hours	To employees after completing one year of service.
Three (3) Weeks' Vacation Equal to 120 hours	To employees commencing with the regular vacation period in the year in which their 2nd anniversary falls.
Four (4) Weeks' Vacation Equal to 160 hours	To employees commencing with the regular vacation period in the year in which their 8th anniversary falls.
Five (5) Weeks' Vacation Equal to 200 hours	To employees commencing with the regular vacation period in the year in which their 16th anniversary falls.
Six (6) Weeks' Vacation Equal to 240 hours	To employees commencing with the regular vacation period in the year in which their 22rd anniversary falls.

With respect to the Compressed Work Week the above entitlement will be based on hours of work normally scheduled for the week.

Eligibility

Continuous service shall be as defined in the By-laws of the Pension Fund Society.

Employees who resign from the service or who are discharged for cause prior to the vacation period they have selected, shall be given vacation pay as required by statute. However, the full vacation pay applicable in each case shall be allowed to employees who retire on pension, or who resign after completing ten years' service and in the case of death to the deceased employee's estate. Vacation pay shall be based on the regular hours worked per week for each occupational classification, and at the basic rates of pay in effect when the vacation is taken.

Vacation Selection

Vacations may be taken at any time throughout the entire year, as agreed with the Head – Transit Enforcement Unit.

The following regulations will apply:

1. Vacation selection is based on Bargaining Unit Seniority, as outlined in Article 2 – Seniority and Job Posting.
2. Vacation selection shall be made within an employee's platoon.
3. Vacation selections shall commence the first week in November and must be completed by December 15th.
4. All vacation selections must be submitted on the "Vacation Request" form.
5. To avoid unreasonable delays a maximum of three (3) normal work days shall be allowed to employees in which to make their vacation selection.
6. Selections are limited to two weeks per round of picks, primetime or otherwise.
7. Management reserves the right to adjust the maximum number of employees that will be allowed off on vacation at one time per platoon based on operational needs.
Minimum coverage for each work group will be determined after consultation with the Union immediately prior to the vacation selection period, thereby determining the maximum number of employees allowed off at a time.
8. Employees may keep one week of vacation in abeyance for single days. This week must be listed on the vacation selection form as "held for abeyance".
9. Single day selections are to be made in the final round only and only one single day may be selected at a time.
10. Once the vacation selection is complete, any vacation (including remaining single days) will be accepted on a first-come first-served basis, providing the absence will not exceed the maximum number of employees allowed off per platoon in accordance with operational needs subject to the approval of management.
11. Original vacation selections may only be changed on approval of the Head or designate.
12. The TTC reserves the right to alter or cancel any selected vacation in the event of emergencies and/or exceptional circumstances.

13. The TTC will honour any vacation selection in the event an employee changes platoons as per Management's direction. The TTC will not necessarily honour any vacation selection in the event an employee changes platoons as per their own request.

14. Employees absent through covered illness or injury and entitled to sick benefits in November and December and who have unused vacation or holiday entitlement, will be required to use up their entitlement before the end of the year. Such employees who have been forced onto vacation will receive holiday pay for holidays listed in the Statutory and Designated Holidays provision to which they are entitled that occur during the forced vacation.

15. An employee who suffers an illness or injury that requires hospitalization of two (2) work days during a scheduled vacation period of at least one week, will upon proper proof of such hospitalization and compliance with all other SBA provision, be entitled to claim SBA benefits in lieu of vacation pay. The employee shall then be entitled to reschedule the vacation subject to the approval of the Head or designate. The TTC will consider an employee's request to re-schedule vacation due to illness if it does not meet the above requirement. Any rescheduled vacation must be utilized in the year it was granted.

Deferred Vacation

Employees may defer to the following year all or part of their vacation entitlement subject to the following conditions:

1. Only full week portions may be deferred.
2. The employee's services can be spared.
3. Such selections do not interfere with the vacation selections of other employees.
4. The employee takes the two full vacation periods consecutively with no portioning. Exceptions to this procedure will be allowed if there are open vacation weeks available that are agreed to by the Department.
5. The vacation periods are taken outside of the summer months. Exceptions to this procedure will be allowed if there are open vacation weeks available that are agreed to by the Department.
6. No previous deferment has been granted in the preceding calendar year.

Pay in the case of deferred vacations shall be at the employee's current base rate in effect at the time the deferred vacation is taken.

Section 9. Statutory and Designated Holidays

Statutory and designated holidays for employees covered by this Agreement shall be two Floater holidays in each contract year as per regulations detailed below and the days on which the following holidays are observed by the TTC: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and any other special holiday observed by the TTC. The TTC maintains its right to observe a public holiday on a day different than the actual holiday date.

If the appropriate governmental authority provides an additional paid statutory holiday during the term of this Agreement for the employees covered by this Agreement and the legislation compels the observance of this holiday over and above the agreed number of statutory and designated holidays, Article 1, Section 9 will be amended to provide such holiday.

The following regulations govern the Floater holidays:

1. Floater holidays are to be taken at a time mutually acceptable to the employee and the Head – Transit Enforcement Unit or designate.
2. The Head reserves the right to alter or cancel any selected Floater holidays in the event of emergencies and/or exceptional circumstances, or in the event minimum staffing requirement cannot be met.
3. Employees may not work on the day they observe their Floater holidays.
4. Employees may not select a Floater holiday on a statutory holiday when they are required to work.
5. Employees must take their Floater holidays during the calendar year in which they are earned, or the holidays are forfeited.

The following regulations govern the Statutory holidays:

1. Holiday pay shall be governed in accordance with the Employment Standards Act, 2000.
2. Holiday pay shall be paid at the employee's basic rate for the base number of hours per day normally worked.
3. Holiday payments are made on shifts that start on the day the statutory holiday is

observed.

4. Employees who are scheduled to work on the actual public holiday shall be paid:
 - a) for each hour actually worked on that day at time and one-half the total rate applicable, and shall be paid holiday pay at the base number of hours per day normally worked; or
 - b) for each hour actually worked on that day at time and one-half the total rate applicable, and substitute another day that would ordinarily be a working day for the employee to take off work and for which he or she shall be paid public holiday pay as if the substitute day were a public holiday.
5. When a holiday is observed on an employee's off day, the employee shall be paid holiday pay at the base number of hours per day normally worked or substitute another day that would ordinarily be a working day for the employee to take off work for which he or she shall be paid public holiday pay as if the substitute day were a public holiday.
6. When a holiday is observed within an employee's vacation period the employee shall be paid holiday pay at the base number of hours per day normally worked or substitute another day that would ordinarily be a working day for the employee to take off work for which he or she shall be paid public holiday pay as if the substitute day were a public holiday.
7. The employee has no entitlement to holiday pay if he or she fails, without reasonable cause, to work all of his or her last regularly scheduled day of work before the public holiday or all of his or her first regularly scheduled day of work after the public holiday.
8. Employees are disqualified from receiving holiday pay if they are absent from work without permission immediately prior to or following a statutory or designated holiday.

Requests to use lieu days shall not be unreasonably denied, however may be refused to avoid overtime.

Religious Holiday Accommodation

Regardless of their recognized faith or religion, employees shall be entitled to, and the TTC shall grant whenever possible, a leave of absence without pay on the day of observance associated with their recognized faith or religion, provided that all workforce requirements are met, including collective agreement requirements and applicable regulations, and the TTC has been advised in writing at least ten working days in advance.

Section 10. Pensions

Pursuant to the May 27, 2011 Memorandum of Agreement, and related Pension Fund Society ("the Society") Bylaw amendments, establishing the Society as a Jointly Sponsored Pension Plan ("JSPP"), all regular employees and the TTC will participate in the Society in accordance with its Bylaws as amended from time to time. The Bylaws of the Society do not form part of the Collective Agreement.

Pensioners between the ages of 65 and 70 who were hired prior to December 31, 1963 are entitled to a supplementary pension of \$200.04 per annum upon retirement until age 70. Supplementary pensions are not an obligation of the society and are paid solely by the TTC.

Upon written request of the Union, representatives of the Society will conduct information seminars for Union Members. The Union acknowledges that the representative will provide such information in compliance with the rules of the Society. Union members may also attend the Annual General Meeting of the Society in accordance with the rules of the Society.

Section 11. Group Insurance

All regular status employees under the age of 65 shall participate in a group insurance plan.

The benefits, terms and coverage are as set out in the Master Policies.

Basic Group Life Insurance and Accidental Death and Dismemberment Insurance shall be provided to all regular status employees on the first of the month following completion of six months of continuous service provided all eligibility requirements are satisfied including the member must be actively at work. The cost will be shared on an equal basis between the employee and the TTC.

The coverage for Basic Group Life Insurance is equal to two times basic annual salary for employees actively at work. The coverage for Accidental Death & Dismemberment Insurance is equal to two times basic annual salary for employees actively at work.

An Accidental Death in the Line of Duty benefit will be provided to regular status employees. The amount of this benefit will be four times basic annual salary. The cost will be 100% TTC paid. There is no entitlement to both this coverage and the coverage set out under the Accidental Death & Dismemberment Insurance Plan.

Upon death, the beneficiary or estate of deceased employees shall receive from the insurance company underwriting the plan the amount of which they were covered.

In the event of the accidental death of an employee participating in the plan, the deceased employee's beneficiary or estate shall receive an additional amount equal to the employee's insurance coverage under the plan.

Temporary employees are not eligible to participate in the plan.

Section 12. Healthcare Plan

The TTC agrees to pay on behalf of all regular status employees, on the first of the month following completion of six months of continuous service, 100% of the total contributions required for the following coverages:

- (a) A Healthcare Plan providing comprehensive benefits including \$400.00 maximum every two years from the last date of purchase for eye glasses and eye exam, and a maximum of \$1,000.00 per employee and per dependent per calendar year for hearing aids.
- (b) The Healthcare Plan will include a prescription drug "Card System" which requires the "Card" users to pay the pharmacist a \$1.00 deductible for each separate prescription drug eligible under the Healthcare Plan. The Healthcare plan only allows prescription drugs requiring a written prescription by law in Ontario.

New employees and all employee dependents must have provincial government health insurance plan coverage in order to be eligible for benefit coverage under the Healthcare Plan. New regular status employees will have the option to elect healthcare coverage during the first six (6) months of employment, and will be responsible for paying the full premium cost as determined by the TTC. If elected by new regular status employees during the first six (6) months, optional healthcare coverage will commence on the first of the month following the date their employment commences. Enrolment is compulsory after completing six (6) months of continuous employment.

Healthcare benefits covered by this Agreement may be transferred over to any government plan which may be introduced at any time, provided the present level of benefits are maintained.

Dental Plan

The TTC agrees to pay on behalf of regular status active employees on the first of the month following completion of six (6) months' continuous service, a Dental Plan which includes:

Preventative Services — 100% payment of eligible expenses plus;

Periodontal and Endodontic Services — 100% payment of eligible expenses plus;

Dentures — 50% payment of eligible expenses plus;

Orthodontic Services — 50% payment of eligible expenses up to \$4,000 lifetime maximum per employee and dependent plus;

Major Restorative Services — 50% payment of eligible expenses which includes Fixed Bridgework to a maximum of \$2,500 per employee and dependent per calendar year.

All benefits will be paid in accordance with the current Ontario Dental Association Suggested Fee Guide for General Practitioners.

Terms and conditions of these benefits will be as set out in the Master Agreement with the carrier company or companies. In the event that a government dental plan is introduced that would replace some or all of the benefits of the Plan agreed upon herein, such government plan will be integrated with the T.T.C. Plan. The resultant reduction in the premium, if any, will be retained by the TTC. To avoid duplication of benefits the dental benefits provided herein will be co-coordinated with the other TTC benefit plans that may provide dental coverage.

The TTC agrees to pay on behalf of employees retiring on pension with ten (10) or more years' continuous service dental coverage equal to Preventative Services and Periodontal and Endodontic Services.

General

Employees are required to notify the TTC within 60 days of any change affecting premiums payable for the above-mentioned benefits in order that premiums payable can be changed. Examples of relevant changes include: marital status, number of dependents and spouse reaching age 65. Any employee, for whom the TTC is paying premiums for health services specified in this Section, who fails to so notify the TTC shall be responsible for any extra cost incurred by the TTC as a result, and such extra cost shall be deducted from that employee's pay.

Section 13. Sickness

Any employee off duty on account of illness or injury may be required to produce a doctor's certificate indicating date(s) of all clinical assessments, current medical restrictions and fitness to resume (or not resume) to regular or alternate duties.

For non-occupational injury or illness of 15 consecutive work days or more or when returning to work with medical restrictions after a non-occupational injury or illness of any length of time, the employee must submit written authorization from their physician to the Occupational Health and Claims Management Section prior to the

return to work date providing the above information. The employee may be required to visit the Occupational Health and Claims Management Section for a Return To Work health assessment.

To be eligible for sick benefits, an employee will be required to provide medical documentation to support his or her application for sick benefits commencing the first day of absence from work due to sickness or injury.

Effective September 1, 2014, employees will not be paid SBA payment for the first full day of each incident of absence due to illness that he or she is otherwise eligible to receive payment for under SBA by-laws, for the fourth sick incident and each subsequent incident, in each calendar year.

Employees required to report to the Occupational Health and Claims Management Section for a periodic health assessment will have any loss of pay made up.

Independent Medical Examination

Should a dispute arise between the employees' physician and the Occupational Health and Claims Management Section as to fitness to resume (or not) their regular or other work, the employees shall be referred to an independent medical consultant mutually agreed upon by the Union and the TTC for an independent medical examination (IME), and the consultant's opinion of the employee's physical or mental condition shall be considered in the decision finally made as to fitness to resume the employee's regular or other work. In lodging an appeal from Occupational Health and Claims Management's original decision, the employee shall guarantee the payment of the consultant's fee. Should the original decision of Occupational Health and Claims Management be revised, the TTC shall pay the consultant's fee. Should Occupational Health and Claims Management's original decision be sustained, the consultant's fee shall be paid by the employee.

In all disputes respecting fitness for work (or not) on medical grounds, the independent medical assessment must be utilized before proceeding to arbitration. The letter of referral to the independent medical consultant shall be signed by a representative of Management and a representative of the Union and shall contain information provided by the employee's own Physician as well as any other pertinent information. It shall also direct the independent medical consultant to send to both the Occupational Health and Claims Management Section and the Union any report or correspondence concerning the employee or any matter arising out of the referral. The employee shall be required to sign a letter authorizing the foregoing.

Should the independent medical consultant's decision remain in dispute concerning the employee's fitness for duties, no medical evidence concerning the employee's

diagnosis or prognosis other than that provided to the independent medical consultant shall be introduced at any arbitration hearing.

Employees Notification of Return to Work

Employees will be required to notify their direct Supervisor of their intention of returning to work the day before actually returning to work.

Failure to comply with the above could result in the employee being assigned other duties.

It is understood that no employee will be sent home on account of inability or failure to notify the direct Supervisor.

Sick Benefits

All regular employees after two (2) months of continuous service must become and remain members of the T.T.C. Sick Benefit Association, which provides sick benefits in accordance with its By-laws.

The By-laws of the Association will provide for the payment of benefits, for a normal period of up to 26 weeks. If an employee exhausts 26 weeks of benefits through the Association, application must be made for up to a further 15 weeks of benefits under the Employment Insurance Act of Canada.

Applications for sick benefits will be made on the appropriate form within 7 calendar days of the first day of the absence. If an employee cannot make an application within 7 calendar days, he or she may appeal to the SBA Board.

The TTC pays the full cost of sick benefits. The T.T.C. Sick Benefit Association may be discontinued by the TTC at any time and all its assets and liabilities transferred to the TTC.

In the event of a government plan (with the exception of Employment Insurance) providing compensation for absence due to a non-compensable injury or illness, the sick benefit rate received by employees is to be reduced by the amount of benefit provided by such government plan.

WSIB Applications and TTC Advance

If an employee sustains an occupational injury and applies for benefits under the *Workplace Safety and Insurance Act* (“*WSIA*”) and the Workplace Safety and Insurance Board (“*WSIB*”) does not make a decision regarding the claim within 10 business days from the date of the application, the employee may apply for an advance from the TTC using the appropriate forms.

If an employee is assaulted by a customer or witnesses a suicide while on the job and applies for benefits under the *WSIA* and the WSIB does not make a decision regarding the claim within 3 business days from the date of the application, the employee may apply for an advance from the TTC using the appropriate forms.

The advance will be granted if the employee is cooperating with the WSIB's requests for information and the employee agrees to reimburse the TTC for any double payment for the same period by signing a "Direction to Claim" form. An employee may appeal to the SBA Board any decision to deny such an advance.

WSIB Top-Up

All employees who are injured at work are entitled to apply to the Workplace Safety and Insurance Board ("WSIB") for loss of earning benefits. The TTC will provide a top-up to the loss of earning benefit paid to an employee if he or she was injured while performing his or her regular duties, the workplace incident is an unforeseen, extraordinary event and the employee's application for loss of earning benefits was approved by the WSIB.

To determine entitlement to the top-up, to assist the parties to meet their duty to accommodate and to address other related issues that may arise, the President of the Union, the Director – Occupational Health and Claims Management and the Director – Employee Relations shall meet. If the parties are unable to determine entitlement, the issue may be mediated and/or arbitrated.

If employment ends by resignation, retirement, layoff, termination or any other way, any entitlement to a top-up will end.

The top-up will be an amount equal to 7% of the injured employee's net average earnings as determined by the WSIB. The top-up will be reviewed annually and updated if required. The top-up is subject to regular statutory, pension and payroll deductions as it is considered wages.

Disability Management Program

The TTC and the Union agree to their joint responsibility to ensure that employees who are disabled due to injury or illness are afforded all available opportunities to participate in rehabilitation programs, including rehabilitative employment through the Transitional Work Program.

To support this commitment, the TTC and the Union agree to work together in support of the processes which allow for the identification of rehabilitation opportunities and the successful re-integration of employees into the workplace. Any disputes arising from the administration of the Program shall be referred to the Director – Occupational

Health and Claims Management.

It is agreed that when opportunities for rehabilitation have been identified, Occupational Health and Claims Management will discuss these opportunities with the employee and will work together with the appropriate health professionals and other resources, as may be necessary, to design an individual rehabilitation program.

Injury at Work

Consistent with the requirements as set out under the provincial W.S.I.A., employees required to lose time on the day they suffer an injury while at work, will have their normal time made up by the TTC for the day of the injury.

Section 14. Bereavement Pay

Upon application, an employee who but for the bereavement would normally have worked will be granted leave for four working days commencing with the day of death or the day immediately following the death of employee's spouse, children or step-children and three working days commencing with the day of death or the day immediately following the death of the employee's parents, step-parents, sister, brother, father-in-law, mother-in-law, grandparents and grandchild.

Only for the purpose of determining eligibility for bereavement leave, 'spouse' shall include a common law spouse or same sex-partner where the employee had, prior to the bereavement, resided with the common law spouse or same sex partner and had formally recorded with the TTC that the employee considered that person to be his/her spouse or partner. For example, the employee had named the person as a spouse or partner eligible for some benefit.

The father or mother of such a common law spouse or same sex-partner shall be considered as in-laws and the children of such a person shall be considered as children of the employee for purposes of determining eligibility for bereavement leave.

Employees regardless of service who have completed three (3) consecutive months of continuous employment shall be paid at their basic rate for the normal hours of work on the day or days for which leave has been granted. A working day does not include off days, statutory or designated holidays or days when the employee is absent commencing on or before the day of death due to injury, illness, vacation or leave of absence without pay.

Serious consideration will be given to applications for bereavement leave , greater than is provided for in this section, however employees will not be entitled to more days of paid bereavement leave than they are entitled to under the above terms.

Upon application and approval by the Head or designate, the President of the Union or designate may be permitted time off with pay to attend the funeral service of Local 5089 members or retired Local 5089 members.

Section 15. Leave of Absence

Unpaid Personal Leave

Employees may be granted an unpaid personal leave of absence for a period not to exceed: five (5) days if they have less than one year's service, one month if they have one or more years' service but less than three years' service; three months if they have three years' service or more.

A formal application in writing outlining the details of such unpaid personal leave request shall be submitted to the Head or designate for approval. An extension may be granted only at the discretion of the Head or designate, upon application.

Employees are required to use all Floater days, Lieu days and Lieu time before starting an unpaid personal leave of absence that may be granted.

Employees are required to use all Vacation before starting an unpaid personal leave of absence that may be granted if that employee is not returning to work within the same calendar year.

Any employee who engages in other employment while on an unpaid leave of absence shall be considered to have to have automatically terminated their service unless they have received permission in writing from the TTC to undertake such employment.

Failure to report for work when such leave expires shall constitute sufficient cause for discharge from the TTC's service.

Pregnancy And Parental Leaves

A leave of absence will be granted for pregnancy and parental leave in accordance with the Employment Standards Act, 2000.

The following captures a few of the provisions of the TTC's Corporate Policy 4.11.5 regarding maternity, birth/homecoming, and adoption days for ease of reference and is not intended to reflect the Corporate Policy in its entirety.

Maternity Day

A regular status pregnant member of the bargaining unit who has completed one year of continuous service may be eligible, upon application, for a paid maternity day provided the day is taken on the last scheduled work day prior to the commencement of pregnancy leave; and the member is actively at work (i.e. not away from work due

to sickness, vacation or any other leave on this date); and the member is not working on the actual day prior to the date the child is born or on the actual day of the birth.

Birth Or Homecoming Day

A regular status member of the bargaining unit who has completed one year of continuous service, is a custodial parent, and is not eligible for pregnancy leave or the paid maternity day set out above, may be eligible, upon application for one paid day for the purpose of attending the birth or homecoming of his or her new born child provided the birth or the homecoming falls on a day that is the member's regular scheduled work day. The birth or homecoming day will not be granted in addition to the adoption days set out below.

Adoption Days

A regular status member of the bargaining unit who has completed one year of continuous service may be eligible, upon application, for two paid days for the purpose of adopting a child provided the two days fall on the member's regular scheduled work days.

Family Medical Leave

A leave of absence will be granted to allow an employee to provide care and support for a dying individual in accordance with the Employment Standards Act, 2000 and the TTC's Corporate Policy 4.47.2.

Reservist Leave

An employee active in the Canadian Armed Forces Reserves will be granted a leave of absence as per the Reservist Leave of the Employment Standards Act, 2000 and the TTC's Corporate Policy 4.50.0.

Military Training Leave

A bargaining unit member active in the Canadian Armed Forces Reserves may be entitled, upon application, to a paid leave of absence to attend military training for a maximum of 10 working days in a calendar year as per the TTC's Corporate Policy 4.11.5.

Canadian Citizenship Leave

The following captures a provision of the TTC's Corporate Policy for ease of reference and is not intended to reflect the Corporate Policy in its entirety.

A paid leave of absence of one half day will be granted to an employee who is absent

from work to appear before:

- (a) a Citizenship Officer to process their application;
 - (b) a Citizenship Judge to assess their qualifications;
 - (c) a Citizenship Judge to swear the oath of allegiance;
- in accordance with the TTC's Corporate Policy 4.11.5.

Union Leave

Any request for Union business leave must be made in writing and approved by the Head – Transit Enforcement Unit. Upon approval, the bargaining unit member shall be allowed a leave of absence with pay and benefits and without loss of seniority. The TTC shall bill Local 5089 for union business leave as defined in Article 1, Section 3 – Employees' Representatives.

Any other provisions which apply to all employees under the TTC's Leave of Absence corporate policy shall apply to bargaining unit members.

Section 16. Jury Duty and Witness Appearance

Jury Duty and Witness Appearance

The TTC's Corporate Policy 4.10.5 identifies the practices to be followed when employees are summoned to serve jury duty or to appear as a witness.

In exceptional cases and at the discretion of the Head, consideration will be given to payment for attendance as a witness for matters arising outside of employment if the subpoena requires the TEO to give expert testimony or in relation to the duties of a TEO.

Crown Consultations

The TTC shall provide members one hour Crown consultation time for criminal matters and one half hour for provincial matters. Any other matters are at the discretion of the Head. Management reserves the right to adjust start and finish times to be in compliance with ESA.

Members, who have proceedings scheduled on normal days off, shall be paid three (3) hours at the overtime rate as per Article 1, Section 18 or shall be paid at the overtime rate as per Article 1, Section 18 for the actual time in court, whichever is greater.

Section 17. Hours of Work

The parties recognize that the TTC operates an accessible public transit system 24 hours per day, 7 days per week.

Employees who current work 80 hours bi-weekly shall have their regular hours of

work spread over a two week, 14 working day cycle.

The regular hours of work shall remain at 80 during the two-week cycle. The regular daily hours of work for Transit Enforcement Officers, Monday through Saturday shall be from 6:30 am to 6:00 pm and from 4:00 pm to 3:30 am for a total of eleven and one-half (11 ½) hours per day for each of the 12 work days in the 14 day cycle.

The regular daily hours of work for Transit Enforcement Officers who work on a Sunday shall be from 6:30 am to 5:30 pm and from 4:00 pm to 3:00 am for a total of eleven (11) hours.

Employees who are eligible for a meal allowance of \$8.00 when they work a minimum of three (3) consecutive hours beyond the regular scheduled workday or four (4) consecutive hours on an off-day, which has been pre-authorized by the employee's supervisor or Head. For clarity, time spent eating is not considered time worked and does not count towards the eligibility criteria. If due to extraordinary circumstances meals are provided and/or paid for by the TTC, the eligibility for the meal allowance is forfeited.

Section 18. Overtime

Overtime shall be paid at two times the basic hourly rate for all accumulated work over regularly scheduled working hours.

Employees who have worked overtime shall have the option of selecting:

- i. Banking total hours as lieu time instead of payment; or
- ii. Receiving payment

Employees can only bank lieu time to a maximum of 80 hours per calendar year.

Employees who have worked overtime as a Paid Duty shall receive no less than 3 hours overtime payment or overtime payment for the hours worked, whichever is greater.

Section 19. Sunday and Off-Day Premium

Sunday work shall mean the majority of the normal time worked occurs on Sunday.

Time and one-quarter of the basic rate shall be paid to employees who are regularly assigned to Sunday work for normal time worked.

Two times pay at the basic rate shall be paid for work on an employee's normal off days.

Section 20. Shift Premium

Hourly-rated employees covered by this Agreement whose normal work, exclusive of overtime, is continuously conducted on compressed shifts commencing between 1:00 p.m. and 1:00 a.m. the following day, shall be paid a shift premium per hour worked over and above their normal basic rate as follows: Seventy-five cents (\$0.75) per hour.

Shift premium will be paid on basic rate in addition to time and a quarter on Sunday. It will not apply where any other premium, such as overtime, is paid.

Section 21. Rotation Premium

In recognition of the rotating shift work performed by employees covered by this Agreement, an additional premium of \$0.52 per hour will be paid in addition to the existing shift premium. In circumstances where the current shift premium is being paid, the rotating shift premium will also be paid.

Section 22. Coach Officer

Members of the bargaining unit required to act in the role of Coach Officer will receive an allowance of \$0.53 per hour only for actual hours worked.

Section 23. Substitution

When a bargaining unit employee substitutes for a supervisory staff member for at least half of any regular shift, the employee shall receive an additional one half hour pay at time and one half their regular hourly rate.

Section 24. Uniform/Work Clothing and Footwear

All Uniform, Work Clothing, and Footwear entitlement will be regulated by the below provisions. The Transit Enforcement Unit Clothing and Equipment Committee shall meet when required, however the TTC reserves the right to have final say in all uniform, work clothing, and footwear related matters.

All employees covered by this agreement are subject to the expectations outlined in the Dress Code section of the Transit Enforcement Unit Policy, Procedures and Rule Manual. All employees are expected to maintain their uniform and equipment to the TTC's standards and will be subject to a yearly inspection.

Uniform

1. Uniform Officers will receive a yearly uniform entitlement.
2. The entitlement represents two (2) pairs of trousers and four (4) shirts.
3. The Officer will have the choice of uniform and equipment purchases from the

approved Issue Uniform/Equipment list each calendar year. The cost of these selections will be deducted from their entitlement.

4. The Officer must present the worn or damaged item in order to receive a replacement.
5. The Officer will receive one-hundred (100) cleaning vouchers per calendar year.
6. An individual that commences a qualified position at any time other than the beginning on the year will receive a pro-rated allowance for that year.
7. An Officer who works thirty (30) days in a plain-clothes capacity will (on their 30th day) have the option of receiving a portioned plain-clothes allowance amount. The combination of selections for uniform items and plain-clothes allowance will not exceed the yearly uniform entitlement amount.

Footwear – Uniform

1. All Uniform Officers will be provided annually with a voucher for the purchase of footwear from designated suppliers.
2. The footwear voucher can be used to purchase footwear only from the approved footwear selection list.
3. The voucher will be issued in the month of January. The voucher will identify the employee's name and employee number and is not transferable. The employee will obtain their footwear from designated suppliers and must present their voucher to the supplier in order to obtain their footwear. Eligible employees may defer the use of their voucher to the following contract year and may therefore utilize two (2) vouchers for the purchase of footwear in that year. However, at no time shall there be more than one (1) deferred voucher utilized in any year.
4. An individual that commences a qualified position at any time other than the beginning on the year will receive a pro-rated voucher for that year. This voucher must be used in the year in which it is issued and cannot be transferred to another employee.

Section 25. Call-In Guarantee

Except as otherwise provided, employees notified or called in to perform work not continuous with the regular hours of work shall be allowed a minimum equivalent to six hours' time at their basic straight time rate.

At the Supervisor's discretion, employees called in to work on Emergency Call-Ins prior to their normal start time, may be permitted to leave early the equivalent amount of time worked before their normal start time, without loss of pay. Such requests will

not be unreasonably withheld by Supervisors. This provision excludes pre-arranged overtime assignments.

Section 26. Tuition Aid Program

Tuition aid as outlined below is available for all regular bargaining unit employees who attend TTC work related self-improvement courses and have completed twelve (12) months of continuous service.

A maximum reimbursement of \$2,000 per calendar year cannot be exceeded by any one bargaining unit employee.

Courses Considered Eligible for Assistance must:

- be offered through the continuing education curriculum at a recognized community college, university or other similar educational institution;
- contribute to the development of employee skills and knowledge that can be transferred to the workplace;
- have a formal evaluation process of course content that indicates the employee's successful completion of the course (for non-credit continuing education courses, a certificate granted for satisfactory completion/participation will be accepted);
- have a mutual benefit to both the employee and the TTC while in their current position or related to a position that he or she can aspire to within the TTC; and
- be taken on the employee's own time outside of his or her normal working hours.

Eligible courses include:

- continuing education courses, typically of the type offered by community colleges, universities and other similar educational institutions or professional institutions;
- correspondence courses typically of the type offered by community colleges, universities and other similar educational institutions or professional institutions; and
- courses leading to an Ontario High School Equivalency (e.g. GED Certificate).

Courses offered through organizations that do not fall under the above guidelines, but offer specialized training for skills development conducive to the TTC's organizational goals and objectives will be evaluated on a case by case basis by the Training & Development Department through the Employee Pre-Approval Request for Tuition Aid Form.

Courses leading to a certificate, diploma or degree will be individually assessed, based on course content and its applicability to the employee's current position.

Fees to process course exemptions will not be reimbursed.

Reimbursement

Maximum Reimbursement

Employees may be eligible for a maximum reimbursement of \$2,000 per calendar year. The maximum reimbursement of \$2,000 is counted against the year the course(s) was completed. Specifically, if a course begins in one year and is completed during the next year, the tuition reimbursement is counted against the year the course was completed.

Tuition Aid is considered a non-taxable benefit by the Canada Revenue Agency (CRA), therefore, employees receive the full amount of approved tuition as per the pre-approval form and provided that all the conditions have been met. Employees are responsible for claiming any un-reimbursed tuition expenses on their individual income tax returns in accordance with the Income Tax Act.

Fees for payment of official documentation, i.e. transcripts/receipts are eligible for reimbursement under this agreement up to a maximum of \$20.00 per application. Official receipts are required for processing.

Employees will be reimbursed the approved amount of tuition upon submission of an official document that verifies proof of payment and an official document that verifies proof of successful course completion. Tuition fees include all non-tuition fees that are automatic upon registration (e.g. administration, materials, lab registration, and incidental fees). Fees for books are the responsibility of the employee. Official documentation include original receipts and original grade reports or an original document that verifies successful course completion. Copies printed off the internet will only be accepted if they are verified by the educational institution with an official corporate stamp.

a) Bargaining Unit Work Related – Taken Voluntarily

One hundred percent (100%) of the tuition fee will be reimbursed to an employee who voluntarily attends and successfully completes an approved course which is directly related to the current job classification of the employee or to a position within the employee's seniority group, and that there is a reasonable prospect of the employee attaining such a position. A recommendation is to be made by the Department Head or Designate and then forwarded to the Training & Development Department for assessment of eligibility prior to an employee registering for a course.

b) Developmental – Taken Voluntarily

Fifty percent (50%) of the tuition fee will be reimbursed to an employee who voluntarily attends and successfully completes an approved course relevant to the development of the employee. A recommendation is to be made by the Department Head or Designate and then forwarded to the Training & Development Department for assessment of eligibility prior to an employee registering for a course.

c) Work Related Taken at Department's Request

A department may request an employee's attendance at a specific course in response to changing technologies or special needs within an operating department (e.g. upgrading technical skills). 100% of the tuition fee up to \$2,000 in a calendar year, including all fees that are automatic upon registration and completion of the course (e.g. administration, materials, lab, registration, incidental fees and books), will be reimbursed to the employee.

Approval Process

1. An "Employee Pre-Approval Request for Tuition Aid" form is submitted by the employee to the Department Head or Designate and the Training & Development Department for approval prior to registration of the course. The form must include a course outline, which indicates the cost and associated fees.

Forms are available on the Intranet or the Training & Development Department.

2. The Department Head or Designate assesses, signs and forwards a recommendation to the Training & Development Department who verifies that eligibility requirements have been met.

If approved by the Training & Development Department, a copy of the approved form will be forwarded to the employee along with a Request for Additional Information Form showing the percentage to be paid by the TTC and requesting submission of support documentation. It is the employee's responsibility to register for the course and pay all associated fees.

If not approved, the Department Head or Designate and employee will be provided with specific details outlining why the request was denied by the Training & Development Department.

If an employee changes positions prior to the start of the course, the course content will require re-approval.

3. Upon successful completion of the course, the employee will forward the copy of the approved form, along with an original receipt of tuition fees and an original proof

of successful completion to the Training & Development Department.

All relevant course information must be forwarded to the Training & Development Department within six (6) months of successful course completion.

4. The Training & Development Department will forward a Pay Adjustment Form to Payroll Accounting, Finance Department for processing. Payment will be automatically processed through the employee's pay.

Section 27. Employee Family Assistance Program

The TTC agrees to provide an Employee Family Assistance Program through a third party provider which is coordinated by the TTC's Occupational Health and Claims Management Section.

The TTC agrees to pay the full cost of the contracted services provided by the Employee Family Assistance Program service provider. The available contracted services and/or service provider may change from time to time at the TTC's discretion.

Section 28. Non-Discrimination

The TTC and the Union recognize the requirement to provide a work environment that is free from harassment and discrimination, as stated in the *Ontario Human Rights Code*. The *Ontario Human Rights Code* prohibits discrimination and harassment pertaining to employment based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offence, marital status, family status, or handicap as defined by the *Code*. A full and impartial investigation will be conducted for all Human Rights Complaints in accordance with TTC's Respect & Dignity Policy.

Section 29. Pay – Direct Deposit

Employees are paid through a direct deposit system subject to the following conditions:

- (a) All employees must participate;
- (b) Employees' pay will be electronically transferred to a bank/financial institution that is a member of the Canadian Payment Association. The employee will have the option of selecting the bank/financial institution of their choice;
- (c) The employees' pay will be available for opening banking hours on the normal pay day. The employees' pay stub will normally be made available in an envelope on the employees' pay day. T-4 slips shall be distributed in separate envelopes; and

(d) When a normal pay day is a statutory or designated holiday observed by the TTC, employees' pay will be available by direct deposit for the opening banking hours on the business day preceding the holiday.

Section 30. Photo-Identification Passes

The following captures a provision of the TTC's Corporate Policy for ease of reference and is not intended to reflect the Corporate Policy in its entirety, and may be subject to change:

A charge of twice the adult cash fare per day, for the remaining life of the photo-identification or employee pass, will be assessed and deducted from an employee's final pay should the employee fail to return the pass to the TTC upon termination of employment.

In the event of a lost or stolen pass, the employee must notify his or her supervisor or department immediately. The employee will be charged a \$25.00 non-refundable replacement fee as per the Photo-Identification Passes Corporate Policy. This fee must be paid before the employee will be issued a replacement pass.

Section 31. Pensioners Pass

The following captures a provision of the TTC's Corporate Policy for ease of reference and is not intended to reflect the Corporate Policy in its entirety, and may be subject to change:

Employees who resign from employment to go on pension and have 10 or more years of continuous service, are issued a pensioner photo-identification pass by the Employment Services Section, Human Resources Department.

Employees who resign from employment to go on pension and are 60 years of age or older at the time of their retirement, regardless of their years of service, are issued a pensioner photo-identification pass by the Employment Services Section, Human Resources Department.

The pensioner photo-identification pass is valid for the calendar year and is issued on an annual basis to all eligible pensioners.

Section 32. Health and Safety

The parties agree to minimize health and safety risks in the workplace in accordance with the Ontario Occupational Health & Safety Act (OHSA), applicable safety and environmental legislation, industry practices and standards, and established policies and procedures.

Section 33. Termination and Amendment

This Agreement is to be for a period commencing April 1, 2014 and terminating on March 31, 2018.

Either party to this Agreement may, not more than 90 days and not less than 60 days prior to March 31, 2018, present to the other party in writing proposed terms of a new or further Agreement and/or amendments to this Agreement and a conference shall be held within 20 days from the first giving of notice by either party at which the parties shall commence negotiations on the proposed amendments and/or the terms of a new Agreement.

Should it become desirable for this Agreement to be changed or altered, the parties to this agreement may mutually agree to amend the Agreement. Any changes or alterations should take effect not earlier than the date that the amendment has reduced to writing and executed by the parties.

The TTC shall arrange to have the printing of the new Collective Agreement books completed and shall supply C.U.P.E. Local 5089 with one hundred (100) copies, free of charge.

ARTICLE 2 –
SENIORITY AND JOB POSTING

Section 1. Definition of Seniority

TTC Service is the date of employment that an employee holds for pension and entitlement.

Members of the bargaining unit as of the date of certification (Order 2474-09-R Ontario Labour Relations Board) will be allowed to utilize their TTC service date for the purpose of vacation selection and lay-off within the group. For new hires entering the bargaining unit work group, seniority for vacation selection and lay-off purposes shall be the first day in their new position. For the purposes of this provision, new employees shall mean employees hired from within the TTC who carry no seniority into the bargaining unit work group or new hires from the street. If more than one member of the bargaining unit have the same bargaining unit entry date, seniority for vacation selection and lay-off purposes shall be based on TTC Service date followed by employee number.

Seniority List

The seniority list for members of the bargaining unit as of the date of ratification is listed in Appendix A.

The TTC shall maintain a bargaining unit seniority list. An up-to-date seniority list shall be posted on the main bulletin board once per year unless there are material changes.

Section 2. Lay Off and Recall Procedures

In the event of a workforce reduction the following procedure will be followed.

The number of regular employees to be laid off is determined by Management. Regular employees will not be laid off before temporary employees unless no regular employee is qualified to perform the work being done by the temporary employee.

The most junior employees by Bargaining Unit Seniority shall be laid off first.

Those employees who do not have enough seniority to be retained at work shall be referred to the Human Resources Department for possible placement in other Sections or Departments within the TTC, prior to lay off.

Notice of Lay Off

Regular employees being laid off, due to a reduction in work force, will be given

notice or pay in lieu of notice as specified in the Employment Standards Act of Ontario.

Recall List

The TTC will maintain separate lists of regular and temporary employees, who have been laid off, for a period of 24 months from the last date of lay off. Recall will be on the basis of last laid off, first called back, provided the employee is fully qualified and able to perform the work available.

When an employee is to be recalled, a registered letter will be forwarded to the last known address. It is the employee's responsibility to inform the TTC of any address changes.

Separation

Employees will be considered as permanently separated from the TTC and their name struck from the recall list if they:

1. Do not acknowledge, within ten consecutive days, receipt of the recall letter.
2. Fail to resume work within 21 consecutive days from the date of the recall letter.
3. Express their intention of not returning to the TTC.
4. Refuse to accept suitable regular employment.
5. Accept regular employment in another Section and Department and elect to remain on their new job.
6. Withdraw any or all of their Pension Fund Society contributions.

Recall to Work Following Lay Off

(a) When there is an increase in work force following a lay off or for any other reason, the TTC shall recall employees in accordance with their Bargaining Unit Seniority, as hereinafter provided.

(b) When either a regular or temporary vacancy occurs in the Transit Enforcement Unit, it will be filled in the usual manner by regular employees from within the bargaining unit.

(c) Employees from outside the Local 5089 bargaining unit who accept employment with the Transit Enforcement Unit will be treated as new employees except that their TTC Seniority dates will be retained if otherwise qualified.

Seniority Upon Resumption

Regular employees who resume work within 24 calendar months of lay off will retain the same Bargaining Unit Seniority held at the time of lay off for use in determining such things as vacation entitlement, job bidding, work, and vacation selection. Accumulation of additional seniority will commence on the day the employee returns to work.

Employees struck from the recall list or who do not resume work within 24 months are considered permanently separated from the TTC as of the date of lay off. If later re-employed, they will be regarded as new employees with no accrued seniority rights or other privileges.

Employee Benefits

No contributions towards employee benefits are made by the TTC on behalf of employees who have been laid off. Such contributions cease on the date of lay off.

(a) Pension Fund Society

Members of the Society who are laid off will be treated in accordance with the by-laws of the Pension Fund Society.

Members who withdraw their contributions while on lay off will be considered as permanently separated from the TTC and will be struck from the recall list.

(b) Sick Benefit Association

In the event of a lay off, benefits will cease on the date of lay off or separation if the disability started within two (2) months of the date of lay off or separation if the disability started within two months of the date of lay off or separation and notice of lay off or separation was given prior to the occurrence of the disability. In other cases, benefits will continue to a maximum of 15 weeks.

(c) Group Life Insurance, A.D.&D., Healthcare and Dental

Group Life Insurance, A.D.&D. coverage continues to be provided as a shared premium to Member employees who are laid off, only to the last day of the month in which they were laid off.

Healthcare and Dental coverage continues to be provided to the last day of the month in which the employee is laid off; or the lay off date falls within the last week of the month, coverage will continue to the last day of the following month.

The TTC will commence payment of any applicable benefit premiums on behalf of employees who were so qualified at the time of lay off, immediately upon

resumption of work, if within 24 calendar months of the date of lay off.

(d) Any employee who has been laid off and is on the recall list may continue coverage under the TTC's group plans for Group Life, A.D.&D., Healthcare, and Dental providing the employee so elects at the time of lay off and that the employee forwards the full cost of the premium for the benefits at the start of each month in which payment is being made.

Section 3. Return From Inactive Payroll

When an employee who has been recorded on the Inactive Payroll because of illness, injury, leave of absence, or union appointment, is ready to return to work, every effort will be made to provide suitable employment in the same work group and location held prior to the absence.

If not fit to resume the previous job, but still capable of work, every effort will be made to give the employee suitable employment.

If an employee returns from the inactive payroll, after one year of absence, and is capable of resuming regular duties, provisions shall be made to reacquaint the employee with the duties required to fill the position.

Section 4. Vacancies

Management reserves the right to determine whether it is necessary to fill a vacancy.

Vacancies Outside the Bargaining Unit

Substitution (less than 6 months)

Temporary vacancies anticipated to be less than six (6) months in duration shall be filled from within the bargaining unit. Members of the bargaining unit deemed to be in a Substitution position will be expected to fulfill the full scope of the duties of the vacant position, excluding the disciplining of members of the bargaining unit. However, the member in the Substitution position will be required to report all incidents of misconduct in accordance with the Policy, Procedures and Rules manual. The filling of any temporary vacancies will be at the discretion of the TTC.

Members of the bargaining unit deemed to be in a Substitution position will continue to have all rights and privileges of the collective agreement and will receive Substitution pay as per the terms of the collective agreement.

Temporary Vacancies (greater than 6 months)

Bargaining unit seniority does not accumulate for employees who transfer and/or upgrade to a regular or temporary staff position of greater than six (6) months.

However, seniority resumes upon transfer back into a bargaining unit position, from a temporary transfer only. Union dues will not be collected during the period where an employee is in a temporary staff position of greater than six (6) months.

Temporary vacancies anticipated to be greater than six (6) months in duration shall be posted according to the TTC's job posting procedures.

Schedule "A"

All employees shall serve a five (5) year wage progression.

TRANSIT ENFORCEMENT OFFICER LOCAL NO. 5089, CUPE HOURLY WAGE SCALE Effective April 1, 2014						
	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
7	33.35	35.01	36.71	38.34	40.04	41.68

TRANSIT ENFORCEMENT OFFICER LOCAL NO. 5089, CUPE HOURLY WAGE SCALE Effective April 1, 2015						
	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
7	33.60	35.27	36.99	38.63	40.34	41.99

TRANSIT ENFORCEMENT OFFICER LOCAL NO. 5089, CUPE HOURLY WAGE SCALE Effective April 1, 2016						
	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
7	34.27	35.98	37.73	39.40	41.15	42.83

**TRANSIT ENFORCEMENT OFFICER
LOCAL NO. 5089, CUPE
HOURLY WAGE SCALE**

Effective April 1, 2017

	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
7	35.04	36.79	38.58	40.29	42.08	43.79

APPENDIX A

Seniority list for members of the bargaining unit as of the date of ratification:

EMPLOYEE BADGE		LAST NAME	BARGAINING	TTC
#	#		UNIT	SERVICE
			SENIORITY DATE	DATE
12602	30068	MACNEILL	12-May-2010	31-May-1982
22795	30018	LAKE	12-May-2010	01-Jan-1989
23096	30024	KESTNER	12-May-2010	13-Feb-1989
16520	30010	CATIC	12-May-2010	14-Jun-1989
15780	30022	CORVESE	12-May-2010	14-Aug-1989
18142	30056	GREENBANK	12-May-2010	12-Jan-1991
19652	30015	RAMSAY	12-May-2010	10-Feb-1992
19842	30058	EDWARD	12-May-2010	22-Apr-1994
50498	30045	PERIVOLARIS	12-May-2010	12-May-1996
51238	30072	WEATHERBEE	12-May-2010	04-May-1997
52995	30087	UNCAO	12-May-2010	03-May-1999
52998	30089	LOVE	12-May-2010	03-May-1999
52999	30092	MARCON	12-May-2010	03-May-1999
55458	30069	BINGHAM	12-May-2010	22-Apr-2002
55465	30096	LAWRENCE	12-May-2010	29-Apr-2002
56843	30048	NOWOTNY	12-May-2010	15-Sep-2003
56844	30049	SMITH	12-May-2010	15-Sep-2003
56845	30060	NORTH	12-May-2010	15-Sep-2003
58569	30101	MILHOMENS	12-May-2010	07-Nov-2005
58570	30102	TSOMIS	12-May-2010	07-Nov-2005
59754	30105	POSTHUMUS	12-May-2010	18-May-2006
59756	30107	FALSETTA	12-May-2010	18-Sep-2006
59761	30112	MALIK	12-May-2010	18-Sep-2006
59764	30114	CASSIDY	12-May-2010	18-Sep-2006
65054	30116	BENNETT	12-May-2010	14-May-2007
65055	30117	AXMITH	12-May-2010	14-May-2007
65056	30118	NATALIZIO	12-May-2010	14-May-2007
65057	30119	EHLERS	12-May-2010	14-May-2007
65059	30121	MINTER	12-May-2010	14-May-2007
65063	30125	WALKER	12-May-2010	14-May-2007

EMPLOYEE BADGE		BARGAINING UNIT		TTC
#	#	LAST NAME	SENIORITY DATE	SERVICE DATE
67025	30133	OSBORNE	12-May-2010	12-May-2008
67027	30135	SALMON	12-May-2010	12-May-2008
67029	30137	TIMBRELL	12-May-2010	12-May-2008
67072	30139	COSTA	12-May-2010	12-May-2008
67073	30140	GIGUERE	12-May-2010	12-May-2008
55460	30078	WINGER	03-Apr-2011	22-Apr-2002
51225	30020	BARBER	01-Jul-2012	04-May-1997
65060	30122	FUNDUK	13-Jan-2013	14-May2007
59757	30108	RICHARDS	07-Apr-2013	18-Sep-2006
67022	30130	LIA	07-Apr-2013	12-May-2008
23396	30065	WALTERS	02-Jun-2013	05-Dec-1989

APPENDIX B

Letter of Understanding

June 11, 2012

Mr. Dariusz Nowotny
President
CUPE Local 5089
1900 Yonge Street
Toronto, Ontario
M4S 1Z2

Dear Mr. Nowotny:

Re: Filling Vacancies with Former Transit Enforcement Officers:

Any Transit Enforcement Officer vacancies which Management deems necessary to fill, preference will be given first to former Transit Enforcement Officers as listed in Appendix C, until such time as the list is exhausted. The TTC will establish a process for fair and equitable selection where multiple applications are received.

Once the list in Appendix C is exhausted or there are no applicants received from anyone listed in Appendix C, the TTC reserves the right to select/hire in accordance with the TTC's job posting procedures.

This letter expires five (5) years from the date of ratification.

Sincerely,

Gemma Piemontese
Head – Human Resources Department

APPENDIX C

List of former Transit Enforcement Officers:

EMPLOYEE #	BADGE #	LAST NAME
65058	30120	ASKIN
51225	30020	BARBER
54189	30028	CLAVEAU
65060	30122	FUNDUK
22051	30077	LEES
67022	30130	LIA
51215	30079	MUNROE
59757	30108	RICHARDS
54204	30032	RIDGE
23396	30065	WALTERS
52994	30081	WHITE
15666	30097	WRIGHT

APPENDIX E

Letter of Understanding

October 24, 2012

Mr. Dariusz Nowotny
President
CUPE Local 5089
1900 Yonge Street
Toronto, Ontario
M4S 1Z2

Dear Mr. Nowotny:

Re: Vacancies Within the Bargaining Unit:

In the event that there are any changes to the Transit Enforcement Officer group as we know it today, the parties agree to meet and discuss a mutually agreeable process for filling vacancies.

In the event that the parties are unable to reach an agreement, the parties will utilize a third party arbitrator to assist the parties in reaching an agreement.

Sincerely,

Gemma Piemontese
Head – Human Resources Department

APPENDIX F

Letter of Understanding

October 24, 2012

Mr. Dariusz Nowotny
President
CUPE Local 5089
1900 Yonge Street
Toronto, Ontario
M4S 1Z2

Dear Mr. Nowotny:

Re: Release of Internal TTC Documentation:

Should the TTC enter into an agreement with Toronto Police Services and bargaining unit members attain "Special Constable" status, there may be circumstances where disclosure of discipline documentation may be required.

Upon entering into such an agreement with Toronto Police Services, the parties agree to meet within thirty (30) days to discuss this issue.

Sincerely,

Gemma Piemontese
Head – Human Resources Department

APPENDIX G

Letter of Understanding

October 24, 2012

Mr. Dariusz Nowotny
President
CUPE Local 5089
1900 Yonge Street
Toronto, Ontario
M4S 1Z2
Dear Mr. Nowotny:

Re: Legal Defence and Indemnification

The TTC shall provide for the defence and indemnification of employees in actions, charges or complaints arising from the performance of their duties in the course and scope of their employment as outlined in Corporate Policy 9.3.3, as amended from time to time. Each case shall be assessed on its own merits and a final decision will be made by the TTC's Legal Department.

Sincerely,

Gemma Piemontese
Head – Human Resources Department

APPENDIX H

Letter of Understanding

October 26, 2012

Mr. Dariusz Nowotny
President
CUPE Local 5089
1900 Yonge Street
Toronto, Ontario
M4S 1Z2

Dear Mr. Nowotny:

Re: Special Constable Appointment

In future, if the Transit Enforcement Officers are granted Special Constable Status and if this Status is suspended or terminated, during the appeal process the affected TEO may be either reassigned within the Department or referred to Placement Services until such time that the Status issue is resolved.

Each case shall be assessed on its own merits by Management in consultation with the appropriate parties.

This agreement does not preclude management from taking disciplinary action if warranted.

Sincerely,

Gemma Piemontese
Head – Human Resources Department

APPENDIX K

Interest Arbitration Award – May 29, 2013

Ontario Health Premium

The TTC will assume responsibility for payment of the Ontario Health Premium effective date of award.

APPENDIX L

Interest Arbitration Award – May 29, 2013

Overtime Distribution

The TTC and Union will consult to establish a fair and equitable process for the distribution of overtime. Failing agreement, this matter may be remitted back to the Arbitrator for decision.

APPENDIX N

Letter of Understanding

March 25, 2014

Mr. Jay Lawrence
President
CUPE Local 5089
1900 Yonge Street
Toronto, Ontario
M4S 1Z2

Dear Mr. Lawrence:

Re: Special Circumstances for Transit Enforcement Officer Occupational Injuries

On a trial basis, the TTC will allow an employee who suffers an occupational injury as a result of any requirement to physically engage a person (i.e. affect an arrest to protect TTC property, employees, or customers) or as a result of any requirement to undertake another physical action in compliance with the Code of Conduct, in the exercise of their lawful duties as a Transit Enforcement Officer (“TEO”), the opportunity to apply immediately for salary continuance, when making application to the Workplace Safety Insurance Board (“WSIB”). In order to be eligible to apply for salary continuance, the TEO must have been in compliance with all terms and conditions of any agreement entered into by the TTC and the Toronto Police Services Board (or any other police services board) which authorizes, appoints or provides specific powers, including those of “special constable”, and be precluded from performing regular or modified duties as a direct result of the injury sustained at work.

The application for salary continuance, in accordance with this provision, must be filed on the applicable form to the Department Head or designate in conjunction with the Employer’s Report of Injury/Disease (form 7). The Department Head or designate will review the circumstances with the Head of Human Resources, and a determination as to whether the employee is eligible for salary continuance will be made.

Salary continuance will cease upon the WSIB either approving or denying the claim, but will not exceed three (3) months from the date of the initial injury. Employees will not be eligible for salary continuance in the event of a recurrent injury that is covered under the WSIB.

Should the occupational injury claim be approved by the WSIB, the salary continuance will convert to WSIB eligible payments and fall under the applicable process and

legislation. Should the employee's application for WSIB be declined, the ordinary Sick Benefit process will apply.

The arrangement will be on a trial basis for a period of two (2) years, ending March 31, 2016 at which time the parties agree to discuss the feasibility of continuing with this agreement.

Original signed by

Gemma Piemontese
Head – Human Resources Department

