

# **COLLECTIVE AGREEMENT**

**- B E T W E E N -**

**TORONTO TRANSIT COMMISSION**

(Hereinafter called the "Employer")

**- A N D -**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
AND ITS LOCAL 5089**

**Term:**

**April 1, 2022 – March 31, 2026**

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# **ARTICLE 1 – GENERAL PROVISIONS**

## **Section 1. Purpose of Provisions**

- 1.01 The purposes of this Agreement are to prescribe the wage rates, hours and conditions of employment of employees in the occupational classifications 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.
- 1.02 Both parties agree that for such purposes it is essential to maintain harmonious relations between the Employer and its employees and to provide the morale, well-being and security of all employees represented by the Union; to provide procedures for dealing with grievances; to promote cooperation, joint discussions and negotiations in all matters pertaining to working conditions.

## **Section 2. Job Descriptions and New Positions**

- 2.01 The TTC agrees to provide the Union with job descriptions as changes are made.
- 2.02 In the event a new position is introduced into the Bargaining Unit the TTC will provide the Union with a job description and the rationale for the corresponding wage rate. The Union and the TTC will meet to negotiate the introduction of such position into the Bargaining Unit. Failing agreement, the Parties will remit the matter to interest arbitration for final resolution, however, until a decision is rendered, the TTC shall set the terms and conditions of employment.

## **Section 3. Continuity of Service to the Public**

- 3.01 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:
- 3.02 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 members of the Bargaining Unit employed by the Toronto Transit Commission. This excludes, Supervisors, Assistant Managers, Managers, or other members of management.
- 3.03 The Union agrees and undertakes that there will be no strikes and the TTC agrees and undertakes that there will be no lock-outs in accordance with Bill 150, An Act to provide for resolution of labour disputes involving the Toronto Transit Commission, 2011.

## **Section 4. Employees’ Representatives**

- 4.01 Labour/Management Committee

The TTC and Union will meet to discuss and form, two Labour Management Committees. There will be a Committee for Special Constable Service and a separate Committee for Revenue Protection. There will be no more than three (3) representatives from the Union and three (3) representatives from the TTC (including Human Resources representatives) at each Committee.

The Committees' purpose shall be to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the workload, foster the development of work related skills, promote workplace productivity, and to discuss issues and make recommendations relating to the workplace which affect either party.

The Committees will form within thirty (30) days of ratification of the Collective Agreement. The Committees shall meet on a quarterly annual basis and schedule the meetings at a mutually agreeable time and location.

The parties will discuss and develop terms of reference which will outline and establish the structure of the Committees.

The parties agree that discussions of grievances and collective bargaining negotiations will not fall in the scope of either Committee and any statements made relating to those matters will be without prejudice.

The Committees' structure may be amended as required and agreed upon between the parties.

- 4.02 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 participate in, and any meetings requested by Management.
- 4.03 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.
- 4.04 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.
- 4.05 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 5. Conditions for Union Shop and Checkoff**

- 5.01 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.
- 5.02 All new employees in classifications covered by this Agreement must become members of the Union immediately upon commencement of such employment.
- 5.03 The TTC will provide the Union the opportunity to meet with all new employees for a maximum of one (1) hour without loss of wages or benefits 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. Where there are a number of new employees the Union agrees the meeting will be done on a group basis.

- 5.04 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.
- 5.05 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.
- 5.06 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.
- 5.07 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.
- 5.08 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 6. Management and Discipline**

- 6.01 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.
- 6.02 This right of Management includes among other things and without restricting the foregoing such functions as:
- a) the right to plan, schedule, direct and control operations;
  - b) to study or introduce new or improved methods, equipment or facilities;
  - c) to maintain or establish new or improved policies, procedures, and regulations covering the operation of the system;
  - d) to hire, rehire, promote, demote, assign and lay off and transfer employees; and
  - e) 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.
  - f) In no case shall the exercise of the above responsibilities of Management be contrary to any of the terms and conditions of this Agreement.
- 6.03 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.

- 6.04 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. The TTC will provide the Union President or designate reasonable advanced notice in the circumstances of a disciplinary meeting to be held with an employee.
- 6.05 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.
- 6.06 When a disciplinary report on any employee has been recorded in writing, one (1) copy will be placed in the employee's corporate human resources file, one (1) copy will be placed in the local manager's file, one (1) copy will be provided to the employee and one (1) copy will be forwarded to the Union President by e-mail.
- 6.07 Employees shall be entitled, if they request to have Union representation with them whenever such employees are required to report for discipline.
- 6.08 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").
- 6.09 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.
- 6.10 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.
- 6.11 TTC reserves the right to impose any discipline it deems as appropriate in any particular given circumstance.
- 6.12 Employees will be given an opportunity to add their comments and to sign Employee Progress Appraisal forms. A copy of completed forms will be provided to employees.

## **Section 7. Complaints and Grievances**

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

### **Complaint**

- 7.02 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 ten (10) calendar days after the grievor has become aware of the facts giving rise to the complaint, address the complaint in writing to the immediate supervisor (with or without their Union representation). The immediate supervisor will reply in writing denying or accepting the complaint within ten (10) calendar days.



- 7.03 It is understood that when there is a termination of employment, the complaint procedure is not required and a grievance may be submitted directly to the Department Head or designate.

### **Grievance**

- 7.04 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.
- 7.05 All grievances and replies must be in writing.

### **Step 1 – Appeal to Department Head (or designate) – Special Constable Services or Revenue Protection Department**

- 7.06 If the complaint was not resolved with the grievor's immediate supervisor the Union Representative on behalf of the grievor, may by way of a written grievance (digital or hard copy) take the matter to a designated representative of the Department Head within ten (10) calendar days of the reply of the immediate supervisor. The Department Head or designate, shall meet with the Union within ten (10) calendar days after receipt of the grievance. The Department Head or designate shall render a decision to the Union within ten (10) calendar days from the date the meeting takes place.
- 7.07 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.
- 7.08 If such response 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 2 – Mediation**

- 7.09 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 1, 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.
- 7.10 The TTC will endeavour to schedule Grievance Mediations within twenty-one (21) calendar days of the grievance being submitted to Mediation, subject to Mediator availability.
- 7.11 The Grievance Mediation process is without prejudice to either Party.
- 7.12 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.
- 7.13 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.
- 7.14. If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation meeting.

- 7.15 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.
- 7.16 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.
- 7.17 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.
- 7.18 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.
- 7.19 The Union and the TTC will share the cost of the Mediator if any.

### **Step 3 – Arbitration**

- 7.20 If the Step 1 and/or Step 2 response is not satisfactory to the Union, the matter may be referred to Arbitration as herein provided within thirty (30) calendar days after receipt of the response.
- 7.21 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.
- 7.22 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**

- 7.23 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 twelve (12) calendar days following such submission. The Parties shall attempt to meet to resolve the grievance with thirty (30) calendar days from the date of submission of the grievance. If no resolution of the grievance is reached within thirty (30) calendar days following the date of submission of the grievance to the other Party, the grieving Party may submit the matter to Arbitration.
- 7.24 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 2 and/or Step 3.
- 7.25 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 2 and/or Step 3.

- 7.26 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.
- 7.27 No employee or representative of the Union shall leave work or fail to appear for work for the purpose of presenting a grievance, or in connection with the handling of any complaint or grievance without first having obtained the consent of the Head – or designate of the Special Constable Services of Revenue Protection Department.

## **Section 8. Probationary Period**

- 8.01 New employees until they have completed ten (10) 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.
- 8.02 If a probationary employee's services are proving unsatisfactory the employee shall be released from the service.
- 8.03 Such release is not subject to appeal beyond Step 1 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 9. Vacations**

- 9.01 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 22 <sup>nd</sup> anniversary falls.

- 9.02 With respect to the Compressed Work Week the above entitlement will be based on hours of work normally scheduled for the week.
- 9.03 Eligibility
- Continuous service shall be as defined in the By-laws of the Pension Fund Society.
- 9.04 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 (10) 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.
- 9.05 Vacation Selection
- Vacations may be taken at any time throughout the entire year, as agreed with the Head – Special Constable Service or Revenue Protection, or their designate.
- 9.06 The following regulations will apply:
- a) Vacation selection is based on Bargaining Unit Seniority, as outlined in Article 2 – Seniority and Job Posting.
  - b) Vacation selection shall be made within an employee's team or any Specialized Unit, if applicable.
  - c) Vacation selections shall commence the first week in November and must be completed by December 15th.
  - d) All vacation selections must be submitted on the "Vacation Request" form or electronic format, as determined by TTC.
  - e) To avoid unreasonable delays a maximum of three (3) calendar days shall be allowed to employees in which to make their vacation selection.
  - f) Selections are limited to two weeks per round of picks, primetime or otherwise.
  - g) 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.
  - h) 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.
  - i) 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".
  - j) Single day selections are to be made in the final round only and only one single day may be selected at a time.
  - k) 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.

- l) Original vacation selections may only be changed on approval of the Head or designate.
- m) The TTC reserves the right to alter or cancel any selected vacation in the event of emergencies and/or exceptional circumstances.
- n) 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.
- o) 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 provisions, 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.

## **9.07 Deferred Vacation**

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

- a) Only full week portions may be deferred.
- b) The employee's services can be spared.
- c) Such selections do not interfere with the vacation selections of other employees.
- d) 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.
- e) 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.
- f) No previous deferment has been granted in the preceding calendar year.
- g) 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 10. Statutory and Designated Holidays**

- 10.01 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.

- 10.02 The TTC maintains its right to observe a public holiday on a day different than the actual holiday date.
- 10.03 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.
- 10.04 The following regulations govern the Floater holidays:
- a) Floater holidays are to be taken at a time mutually acceptable to the employee and the Head – Transit Enforcement Unit or designate.
  - b) 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.
  - c) Employees may not work on the day they observe their Floater holidays.
  - d) Employees may not select a Floater holiday on a Statutory Holiday when they are required to work.
  - e) Employees must take their Floater holidays during the calendar year in which they are earned, or the holidays are forfeited.
- 10.05 The following regulations govern the Statutory Holidays:
- a) Holiday pay shall be governed in accordance with the Employment Standards Act, 2000.
  - b) Holiday pay shall be paid at the employee's basic rate for the base number of hours per day normally worked.
  - c) Holiday payments are made on shifts that start on the day the statutory holiday is observed.
  - d) Employees who are scheduled to work on the actual public holiday shall be paid:
    - i. for each 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
    - ii. 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 they shall be paid public holiday pay as if the substitute day were a public holiday.
  - e) 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 they shall be paid public holiday pay as if the substitute day were a public holiday.
  - f) 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 they shall be paid public holiday pay as if the substitute day were a public holiday.

- g) The employee has no entitlement to holiday pay if they fail, without reasonable cause, to work all of their last regularly scheduled day of work before the public holiday or all of their first regularly scheduled day of work after the public holiday.
- h) 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.
- i) Requests to use lieu days shall not be unreasonably denied, however may be refused to avoid overtime.

### **Religious Holiday Accommodation**

- 10.06 Regardless of their recognized faith or religion, employees shall be entitled to, and the TTC shall grant 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. Employees may use a 'floater' or 'vacation' or 'time in lieu' for this day of observance.

### **Section 11. Pensions**

- 11.01 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.
- 11.02 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 12 Group Insurance**

- 12.01 All regular status employees under the age of 65 shall participate in a group insurance plan.
- 12.02 The benefits, terms and coverage are as set out in the Master Policies.
- 12.03 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.
- 12.04 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.
- 12.05 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.

- 12.6 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.
- 12.7 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.
- 12.8 Temporary employees are not eligible to participate in the plan.

### **Section 13. Healthcare Plan**

- 13.1 The TTC will assume responsibility for payment of the Ontario Health Premium for all Bargaining Unit employees.
- 13.2 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:
- 13.3 A Healthcare Plan providing comprehensive benefits including:
- a) Five hundred dollars (\$500.00) maximum every two years from the last date of purchase for eye glasses and eye exam,
  - b) Two thousand dollars (\$2000.00) for psychological services every calendar year subject to reasonable and customary per visit limits,
  - c) a maximum of three thousand dollars (\$3000.00) per employee and per dependent every three (3) calendar years for hearing aids.
  - d) The Chiropractor, Physiotherapist, Athletic Therapist, and Registered Massage Therapist benefits will be combined as one benefit with \$1,500.00 maximum per calendar year, and will replace the separate benefits in the collective agreement for these paramedical services (Chiropractor, Physiotherapist, Athletic Therapist, and Registered Massage Therapist), subject to reasonable and customary limits per visit. Medical recommendation required every 12 (twelve) months.
- 13.4 Prescription drugs are subject to \$9.00 dispensing fee cap.

#### **Mandatory Generic Substitution**

The addition of Mandatory Generic Substitution for prescription drugs to the current Health Benefit Plan. Brand name drugs will be replaced with their least expensive generic equivalent. A mechanism to pursue an exemption will be available through the TTC's benefits provider. If an employee elects for a more expensive alternative (i.e. brand name or more expensive generic alternative) they will pay the difference.

- 13.5 Effective April 1, 2019, orthotics entitlement will be one (1) pair in twenty-four (24) months.
- 13.6 Effective April 1, 2019, there will be an annual cap on erectile dysfunction medications of \$800.

### **Retirees**

- 13.7 Effective January 1, 2021, a \$9.00 dispensing fee cap.
- 13.8 Effective January 1, 2021, orthotics entitlement will be one (1) pair in twenty-four (24) months.



- 13.9 Effective January 1, 2021, an annual cap on erectile dysfunction medications of \$800.
- 13.10 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.
- 13.11 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.
- 13.12 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**

- 13.13 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:
- a) Preventative Services — 100% payment of eligible expenses plus;
  - b) Periodontal and Endodontic Services — 100% payment of eligible expenses plus;
  - c) Dentures — 50% payment of eligible expenses plus;
  - d) Orthodontic Services — 50% payment of eligible expenses up to \$4,000 lifetime maximum per employee and dependent plus;
  - e) 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.
- 13.14 All benefits will be paid in accordance with the current Ontario Dental Association Suggested Fee Guide for General Practitioners.
- 13.15 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.
- 13.16 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.

## **Long-Term Disability Benefits**

- 13.17 Subject to approval for benefits and completion of the qualifying period, employees are entitled to sixty (60%) percent of regular wages to a monthly maximum. Benefits are provided in accordance with the Letter of Understanding dated September 23, 1987.

Effective January 1, 2024, the LTD benefit monthly cap increases from \$2,550 to \$2,950 for claimants who complete the qualifying period on or after January 1, 2024.

Effective January 1, 2025, the LTD benefit monthly cap increases from \$2,950 to \$3,150 for claimants who complete the qualifying period on or after January 1, 2025.

## **General**

- 13.18 Employees are required to notify the TTC within sixty (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 sixty-five (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 14. Sickness**

- 14.01 Any employee off duty for more than three (3) days per calendar year 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.
- 14.02 For non-occupational injury or illness of fifteen (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.
- 14.03 To be eligible for short-term disability benefits after the third (3rd) date of absence due to illness, an employee will be required to provide medical documentation to support their application for short-term disability benefits commencing the fourth (4th) day of absence from work due to sickness or injury in a calendar year.
- 14.04 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**

- 14.05 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 Union 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 Union.

- 14.06 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.
- 14.07 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**

- 14.08 Employees will be required to notify their direct Supervisor of their intention of returning to work the day before actually returning to work.
- 14.09 Failure to comply with the above could result in the employee being assigned other duties.
- 14.10 It is understood that no employee will be sent home on account of inability or failure to notify the direct Supervisor.

#### **Short-Term Disability (STD) Benefits**

- 14.11 All employees with two (2) months of continuous service are entitled to short-term disability benefits in accordance with Appendix A.
- 14.12 The TTC will provide for the payment of STD benefits, for a normal period of up to twenty-six (26) weeks. If an employee exhausts twenty-six (26) weeks of benefits, application must be made for up to a further fifteen (15) weeks of benefits under the Employment Insurance Act of Canada.
- 14.13 Applications for STD benefits will be made on the appropriate form within seven (7) calendar days of the first day of the absence. Such form may be amended from time to time, provided no amendments are inconsistent with Appendix A.
- 14.14 The TTC pays the full cost of sick benefits.
- 14.15 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**

- 14.16 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.
- 14.17 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.
- 14.18 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**

- 14.19 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 they were injured while performing their 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.
- 14.20 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.
- 14.21 If employment ends by resignation, retirement, layoff, termination or any other way, any entitlement to a top-up will end. If the employee returns to work, including a gradual return to work, the top-up will end. In no case shall the length of top up exceed 71 months.
- 14.22 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.

## **14.23 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.

- 14.24 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.

- 14.25 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.

#### **14.26 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.

- 14.27 Any employee who is injured while on route to and from and while performing duties during Paid Duty will be covered by WSIB and deemed to be an employee of the TTC.

#### **14.28 Special Circumstances for Occupational Injuries**

The TTC will allow an employee who suffers an occupational injury as a result of any requirement in the performance of their duties while engaged in a response to or during the course of any requirement to undertake physical actions in compliance with the Code of Conduct, in the exercise of their lawful duties the opportunity to apply immediately for salary continuance, when making application to the Workplace Safety Insurance Board ("WSIB").

- 14.29 In order to be eligible to apply for salary continuance, the employee 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", "Provincial Offences Officers" and "Security Guards" and be precluded from performing regular or modified duties as a direct result of the injury sustained at work.
- 14.30 The application for salary continuance, in accordance with this provision, must be remitted through 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 Director of Occupational Health and Claims Management, and a determination as to whether the employee is eligible for salary continuance will be made.
- 14.31 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.
- 14.32 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 Short-Term Disability process will apply.

### **Section 15. Bereavement Pay**

- 15.01 Upon application, an employee who but for the bereavement would normally have worked will be granted leave for

- a) five (5) working days commencing with the day of death or the day immediately following the death of employee's spouse, children or step-children
  - b) three (3) working days commencing with the day of death or the day immediately following the death of the employee's parents, step-parents, siblings, step-siblings, parent-in-law, grandparents and grandchild.
  - c) 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.
- 15.02 For the purpose of determining eligibility for bereavement leave, a "spouse" shall be defined as an individual who, prior to the bereavement, the employee had formally recorded as a spouse with the TTC. For example, the employee had named the individual as a spouse eligible as a dependent for some benefit.
- 15.03 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.
- 15.04 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.
- 15.05 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.

## **Section 16. Leave of Absence Unpaid Personal Leave**

- 16.01 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 (1) month if they have one (1) or more years' service but less than three (3) years' service; three (3) months if they have three (3) years' service or more.
- 16.02 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.
- 16.03 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.
- 16.04 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.
- 16.05 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.

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

### **16.07 Pregnancy And Parental Leaves**

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

- a) The TTC will pay regular status employees who are eligible for Employment Insurance Act maternity benefits the amount of seventy-five per cent (75%) of their regular base rate of pay (exclusive of all bonuses, allowances, premiums, overtime, substitution pay, etc.) for the one (1) week waiting period for such benefits.
- b) Following the one (1) week waiting period for Employment Insurance Benefits, regular status employees who are eligible for maternity benefits under the Employment Insurance Act will be paid a top-up equal to the difference between the employment insurance maternity benefit and seventy-five per cent (75%) of their regular base rate of pay for a period of up to (15) fifteen weeks. For clarity, the amount of the top-up paid will equal the difference between 75% of the employee's regular job base rate of pay (exclusive of all bonuses, allowances, premiums, overtime, substitution pay, etc.) and the gross amount received from employment insurance maternity benefits.
- c) Should an employee with under (1) one year of continuous service effective on the date of birth of the child, leave the employ of the TTC for any reason within (1) one calendar year of the employee's return from pregnancy and/or parental leave, such employee will repay the TTC upon demand the full amount of all pregnancy leave top-up benefits paid during the period of pregnancy leave.

### **16.08 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.

### **16.09 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 newborn child provided the birth, or the homecoming falls on a day that is the member's regular scheduled workday. The birth or homecoming day will not be granted in addition to the adoption days set out below.

## **16.10 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 workdays.

## **16.11 Family Medical Leave and Critical Illness 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 as amended and the TTC's Corporate Policy.

## **16.12 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.

## **16.13 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.

## **16.14 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.

16.15 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;

16.17 in accordance with the TTC's Corporate Policy. Union Leave

16.18 Any request for Union business leave must be made in writing and approved by the Head – Special Constable Services or Revenue Protection, or their designate. 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 4 – Employees' Representatives.

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

16.20 Any other provisions which relate to Section 49.7 of the Employment Standards Act, with regard to domestic or sexual violence.



## **Section 17. Jury Duty and Witness Appearance**

- 17.01 The TTC's Corporate Policy identifies the practices to be followed when employees are summoned to serve jury duty or to appear as a witness.
- 17.02 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 employee to give expert testimony or in relation to the duties of an employee.
- 17.03 **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.
- 17.04 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 18. Hours of Work**

- 18.01 The TTC operates an accessible public transit system twenty-four (24) hours per day, seven (7) days per week.
- 18.02 Employees who currently work eighty (80) hours bi-weekly shall have their regular hours of work spread over a two (2) week, fourteen (14) working day cycle.

### **18.03 Transit Enforcement Officers**

The regular hours of work shall remain at eighty (80) during the two (2) week cycle. The regular daily hours of work for Transit Enforcement Officers, Monday through Saturday shall be as follows:

Shift 1 – Days: 0600 to 1800

Shift 2 – Afternoons: 1500 to 0300

Shift 3 – Nights: 1900 to 0700

- 18.04 The regular daily hours of work for Transit Enforcement Officers who work on a Sunday shall be as follows:

Shift 1 – Days: 0600 to 1400

Shift 2 – Days: 1000 to 1800

Shift 3 – Afternoons: 1700 to 0100

Shift 4 – Nights: 2300 to 0700

- 18.05 Regular hours of work do not include training or new specialized operational units.

### **18.06 Transit Fare Inspectors**

The TTC shall provide Transit Fare Inspectors (TFI) and the Union President and/or designate with a minimum of fourteen (14) calendar days' notice of change to regular hours of work. When

notice of a change to TFIs regular hours of work is less than fourteen (14) calendar days, the first shift will be paid at two (2) times the regular hourly rate. Such notice is not required in situations where the TTC is not notified earlier than fourteen (14) calendar days of the requirement for a TFI to attend court as part of their official duties.

#### **18.07 Protective Services Guards**

The TTC shall provide Protective Services Guards (PSGs) and the Union President and/or designate with a minimum of seven (7) calendar days' notice of change to regular hours of work. When notice of a change to PSGs regular hours of work is less than seven (7) calendar days, the first shift will be paid at two (2) times the regular hourly rate. Such notice is not required in situations where the TTC is not notified earlier than seven (7) calendar days of the requirement for a PSG to attend court as part of their official duties.

- 18.08 In the event of a global schedule change for TFIs/PSGs, the TTC shall provide the Union a minimum of thirty (30) calendar days' notice. Parties will meet to discuss the proposed global schedule change.
- 18.09 Employees are required to have eight (8) hours off between shifts. Employees will be able to elect to have eleven (11) hours off if they feel unable to work safely with only eight (8) hours off.
- 18.10 Employees who are eligible for a meal allowance of eight (\$8.00) dollars 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 19. Overtime**

- 19.01 Overtime shall be paid at two times the basic hourly rate for all accumulated work over regularly scheduled working hours.
- 19.02 Employees who have worked overtime shall have the option of selecting:
  - a) Banking total hours as lieu time instead of payment; or
  - b) Receiving payment
- 19.03 Employees can only bank lieu time to a maximum of one hundred and twenty (120) hours per calendar year.
- 19.04 Employees who have worked overtime shall be paid at two (2) times the basic hourly rate for each hour worked.

#### **Section 20. Off-Day Premium**

- 20.01 Two (2) times pay at the basic rate shall be paid for work on an employee's normal off days.

## **Section 21. Shift Premium**

- 21.01 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: eighty-five (\$0.85) per hour.
- 21.02 Shift premium will not apply where any other premium, such as overtime, is paid.

## **Section 22. Rotation Premium**

- 22.01 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 23. Coach Officer**

- 23.01 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 24. Substitution**

- 24.01 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 25. Uniform/Work Clothing and Footwear**

- 25.01 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.
- 25.02 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.

### **25.03 Uniform**

Uniform Employees will receive a yearly uniform entitlement.

- 25.04 The entitlement represents two (2) pairs of trousers and four (4) shirts.
- 25.05 The employee 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.
- 25.06 The employee must present the worn or damaged item in order to receive a replacement.
- 25.07 The employee will receive one-hundred (100) cleaning vouchers per calendar year.

- 25.08 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.
- 25.09 An employee 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.

#### **25.10 Footwear – Uniform**

All Uniform employees will be provided annually with a voucher for the purchase of footwear from designated suppliers.

- 25.11 The footwear voucher can be used to purchase footwear only from the approved footwear selection list.
- 25.12 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.
- 25.13 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 26. Call-In Guarantee**

- 26.01 Except as otherwise provided, employees notified or called in to perform work not continuous with the regular hours of work shall be paid a minimum of three (3) hours pay at the overtime rate of pay.
- 26.02 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 27. Tuition Aid Program**

- 27.01 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.
- 27.02 A maximum reimbursement of \$2,000 per calendar year cannot be exceeded by any one Bargaining Unit employee.
- 27.03 Courses Considered Eligible for Assistance must:
- a) be offered through the continuing education curriculum at a recognized community college, university or other similar educational institution;

- b) contribute to the development of employee skills and knowledge that can be transferred to the workplace;
- c) 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);
- d) have a mutual benefit to both the employee and the TTC while in their current position or related to a position that they can aspire to within the TTC; and
- e) be taken on the employee's own time outside of their normal working hours.
- f) Eligible courses include:
  - g) continuing education courses, typically of the type offered by community colleges, universities and other similar educational institutions or professional institutions;
  - h) correspondence courses typically of the type offered by community colleges, universities and other similar educational institutions or professional institutions; and
  - i) courses leading to an Ontario High School Equivalency (e.g. GED Certificate).

27.04 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.

27.05 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.

27.06 Fees to process course exemptions will not be reimbursed.

## **27.08 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.

27.09 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.

27.10 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.

27.11 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.

### **Bargaining Unit Work Related – Taken Voluntarily**

- a) One hundred percent (100%) of the tuition fee will be re-imbursed 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.

### **Developmental – Taken Voluntarily**

- a) 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.

### **Work Related Taken at Department's Request**

- a) 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. up-grading 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**

- 27.15 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.
  - a) Forms are available on the Intranet or the Training & Development Department.
- 27.16 The Department Head or Designate assesses, signs and forwards a recommendation to the Training & Development Department who verifies that eligibility requirements have been met.
  - a) 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.

- b) 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.
  - c) If an employee changes positions prior to the start of the course, the course content will require re-approval.
- 27.17 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.
- a) All relevant course information must be forwarded to the Training & Development Department within six (6) months of successful course completion.
- 27.18 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 28. Employee Family Assistance Program**

- 28.01 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.
- 28.02 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 29. Non-Discrimination**

- 29.01 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, gender identity, gender expression, age, record of offence, marital status, family status, or disability 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.
- 29.02 Accommodation in the workplace
- The TTC and the Union recognize the requirement to provide a work environment that is inclusive to all individuals and to provide workplace accommodation as required under the Ontario Human Rights Code and the Accessibility for Ontarians with Disabilities Act (AODA).

## **Section 30. Pay – Direct Deposit**

- 30.01 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 31. Photo-Identification Passes**

- 31.01 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:
- 31.02 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.
- 31.03 In the event of a lost or stolen pass, the employee must notify their supervisor or department immediately. The employee will be charged a twenty-five (\$25.00) dollars 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 32. Pensioners Pass**

- 32.01 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:
- 32.02 Employees who resign from employment to go on pension and have ten (10) or more years of continuous service, are issued a pensioner photo-identification pass by the Employment Services Section, Human Resources Department.
- 32.03 Employees who resign from employment to go on pension and are sixty (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.
- 32.04 The pensioner photo-identification pass is valid for the calendar year and is issued on an annual basis to all eligible pensioners.

### **Section 33. Health and Safety**

- 33.01 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.
- 33.02 The Union and the Employer will adhere to the Memorandum of Understanding signed October 27, 2017 and effective January 1, 2018 which established Terms of Reference for the Joint Health and Safety Committee.

### **Section 34. Termination and Amendment**

- 34.01 This Agreement is to be for a period commencing April 1, 2022 and terminating on March 31, 2026.



- 34.02 Either Party to this Agreement may, not more than ninety (90) days and not less than sixty (60) days prior to March 31, 2026, 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 twenty (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.
- 34.03 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.
- 34.04 The TTC shall arrange to have the printing of the new Collective Agreement books completed and shall supply CUPE Local 5089 with two hundred (200) copies, free of charge.

## **ARTICLE 2 – SENIORITY AND JOB POSTING**

### **Section 1. Definition of Seniority**

- 1.1 TTC Service is the date of employment that an employee holds for pension and entitlement.
- 1.2 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.

### **1.3 Seniority List**

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. The Employer shall provide the Union with an up-to-date electronic seniority list each month.

### **Section 2. Lay Off and Recall Procedures**

- 2.1 In the event of a workforce reduction the following procedure will be followed.
- 2.2 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.
- 2.3 The most junior employees in each occupational classification shall be laid off first in Bargaining Unit Seniority order.
- 2.4 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 classifications In the Bargaining Unit Sections or Departments within the TTC, prior to lay off.

## **2.5 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.

## **2.6 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.

- 2.7 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.

## **2.8 Separation**

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

- a) Do not acknowledge, within ten consecutive days, receipt of the recall letter.
- b) Fail to resume work within 21 consecutive days from the date of the recall letter.
- c) Express their intention of not returning to the TTC.
- d) Refuse to accept suitable regular employment.
- e) Accept regular employment in another Section and Department and elect to remain on their new job.
- f) Withdraw any or all of their Pension Fund Society contributions.

## **2.9 Recall to Work Following Lay Off**

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.

- 2.10 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.
- 2.11 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.

## **2.12 Seniority Upon Resumption**

Regular employees who resume work within twenty-four (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.

- 2.13 Employees struck from the recall list or who do not resume work within twenty-four (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.

## **2.14 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

- i. Members of the Society who are laid off will be treated in accordance with the by-laws of the Pension Fund Society.
- ii. 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) Short Term Disability Benefits

- i. 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 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 fifteen (15) weeks.

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

- i. 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.
- ii. 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.
- iii. 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 twenty-four (24) calendar months of the date of lay off.
- iv. 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**

- 3.1 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.
- 3.2 If not fit to resume the previous job, but still capable of work, every effort will be made to give the employee suitable employment.

- 3.3 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**

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

### **4.2 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.

- 4.3 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.

### **4.4 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.

- 4.5 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”

### TRANSIT FARE INSPECTOR (TFI) LOCAL NO. 5089, CUPE HOURLY WAGE SCALE

	Start <u>STEP 1</u>	After 1 year <u>STEP 2</u>	After 2 years <u>STEP 3</u>	After 3 years <u>STEP 4</u>	After 4 years <u>STEP 5</u>	After 5 years <u>STEP 6</u>
April 1, 2022	\$32.40	\$34.04	\$35.67	\$37.24	\$38.89	\$40.50
April 1, 2023	\$33.37	\$35.06	\$36.74	\$38.36	\$40.06	\$41.72
April 1, 2024	\$34.37	\$36.11	\$37.84	\$39.51	\$41.26	\$42.97
April 1, 2025	\$35.40	\$37.19	\$38.98	\$40.70	\$42.50	\$44.26

### PROTECTIVE SERVICES GUARD (PSG) LOCAL NO. 5089, CUPE HOURLY WAGE SCALE

	Start <u>STEP 1</u>	After 1 year <u>STEP 2</u>	After 2 years <u>STEP 3</u>	After 3 years <u>STEP 4</u>	After 4 years <u>STEP 5</u>	After 5 years <u>STEP 6</u>
April 1, 2022	\$30.75	\$32.32	\$33.86	\$35.41	\$36.92	\$38.45
April 1, 2023	\$31.67	\$33.29	\$34.88	\$36.47	\$38.03	\$39.60
April 1, 2024	\$32.62	\$34.29	\$35.93	\$37.56	\$39.17	\$40.79
April 1, 2025	\$33.60	\$35.32	\$37.01	\$38.69	\$40.35	\$42.01

TRANSIT ENFORCEMENT OFFICER (TEO)  
LOCAL NO. 5089, CUPE  
HOURLY WAGE SCALE

	Start <u>STEP 1</u>	After 1 year <u>STEP 2</u>	After 2 years <u>STEP 3</u>	After 3 years <u>STEP 4</u>	After 4 years <u>STEP 5</u>	After 5 years <u>STEP 6</u>
April 1, 2022	\$38.20	\$40.12	\$42.06	\$43.93	\$45.89	\$47.75
April 1, 2023	\$39.35	\$41.32	\$43.32	\$45.25	\$47.27	\$49.18
April 1, 2024	\$40.53	\$42.56	\$44.62	\$46.61	\$48.69	\$50.66
April 1, 2025	\$41.75	\$43.84	\$45.96	\$48.01	\$50.15	\$52.18

## **APPENDIX A**

### **Short-Term Disability Benefit Plan (STD) Benefits**

- 1.1. The first three (3) days of absence in a calendar year will be payable at 100% of the base rate of an employee's wage, without the requirement to provide medical information.
- 1.2. If approved for benefits, the TTC will pay the next two (2) days of absence in a calendar year at 100% of the base rate of an employee's wage.
- 1.3. If approved for benefits, the TTC will pay the remaining period at 75% of the base rate of an employee's wage.
- 1.4. All STD benefits are paid based on a regularly scheduled day, up to eighty (80) hours bi-weekly to a maximum of twenty-six (26) weeks.
- 1.5. STD benefits will be paid to an employee who is disabled and prevented from working as a result of covered sickness or accident for which the WSIB does not award compensation pay.
- 1.6. STD benefits will commence on the first workday of disability resulting from an accident or illness. A "workday" is defined as a day on which an employee would normally have been required to work, but shall not include vacation, off days on which an employee volunteers to work or statutory holidays for which an employee received wages.
- 1.7. STD benefits shall be payable for a maximum period of up twenty-six (26) weeks in each calendar year.
- 1.8. For an employee to qualify for STD benefit, they must be under the care of and follow the instructions of a licensed medical practitioner during the period for which application for benefits is made.
- 1.9. To qualify for benefits following the third (3rd) day of disability, an employee must be seen, clinically assessed and treated by a licensed medical practitioner within three (3) days following the first date of disability claimed.
- 1.10. After the first three (3) days of absence, in the event that an employee's sickness or disability commences the day preceding a statutory holiday or on a statutory holiday and/or weekend, payment for this period will be made by the TTC provided the employee is under the care of a licensed medical practitioner (i.e. seen, clinically assessed and treated) on the first day following these said periods.
- 1.11. The attending licensed medical practitioner must certify the reason for and the extent of the disability of the employee on the proper claim form before benefit payment will be made. Notwithstanding the foregoing, certification by licensed dentists will be accepted for disabilities arising from dental conditions. Also, certifications will be accepted for periods not in excess of three (3) weeks in any twelve (12) month period from chiropractors, chiropodists, podiatrists, or osteopaths who are recognized by OHIP. Periods in excess of three (3) weeks will be accepted if accompanied by a referral statement signed by a licensed medical practitioner.
- 1.12. Benefits may be paid for up to one half (1/2) day due to time lost by an employee for tests and examinations if ordered by a medical doctor and supported by proper application and medical certification. Payment of benefits beyond the one half (1/2) day will be made only if the effects

of such tests and examinations prohibit the employee from performing either regular or other duties and must be supported by medical certification.

- 1.13. In order for an employee to qualify for short-term disability payments while receiving medical care outside Canada, they must:
- i) Receive medical treatment in an approved hospital (as defined by OHIP) or be seen by and receive medical treatment from an approved licensed medical practitioner for whom OHIP has paid part or all of the medical fee.
  - ii) Provide medical certification of disability on the hospital's recognized Medical Certificate or formal document from the respective country, or provide from OHIP written proof that they have accepted and made payment in part or all of the medical fee from the practitioner.
  - iii) Provide a Medical Certificate signed by a practitioner stating the disability, diagnosis, treatment, duration, and the employee's name and date of birth.
  - iv) Obtain, at the Employee's own expense, a certified translation of any documents substantiating the Employee's claim for benefits.
- 1.14. Where an employee is on a sick leave of absence which commences in one (1) calendar year and continues into the following calendar year, they are not entitled to STD benefits for more than twenty-six (26) weeks over the two (2) years until they have returned to work for four (4) weeks of work.
- 1.15. An employee who has used twenty-six (26) weeks of sick leave in a calendar year must complete four (4) weeks of work before he or she is entitled to further STD benefits in the next calendar year.
- 1.16. For an employee to qualify for benefits they must be too ill or too disabled to work for the full period for which such benefits are claimed. An employee who does not report for work shall report the reason for absence to their supervisor as soon as reasonably possible. Any employee who is absent from work without permission may be disqualified from receiving any benefits for the full period of absence.
- 1.17. Except as provided by the Employment Standards Act, STD benefits shall not be payable to any employee for any period during which the employee is on maternity or paternity leave.
- 1.18. Nothing in this Appendix shall prevent or interfere with the Employer's right to manage an employee's attendance in accordance with policy and/or the common law.

## **2. Payment of Claims**

- 2.1. Where the Workplace Safety and Insurance Board (WSIB) does not render a decision within thirty (30) calendar days from the date of an application with respect to payment of an occupational injury or an award for compensation, an employee may make an application for payment of benefits under this Appendix in the form of advances.
- 2.2. After the first three (3) days of absence in a calendar year, applications for benefits must be signed by the attending physician and shall be forwarded to OHCM for adjudication, processing and payment.



- 2.3. If an employee is denied STD benefits by the TTC, the Union may file a grievance in accordance with Section 13 of the Collective Agreement. Any decision by an arbitrator with respect to entitlement will be consistent with the Collective Agreement.
- 2.4. If an employee is in receipt of STD benefits, the TTC shall have the right to request any hospital or doctor to furnish Occupational Health and Claims Management with any or all information, records and copies of records not contrary to law and available relating to the diagnosis, treatment or service rendered to an employee and with the complete history of the hospitalization or treatment rendered to the employee.
- 2.5. Should a government plan be adopted at any time in the future which applies to any benefits provided to employees by the TTC, the Government plan may be merged with the benefits provided under this Appendix and all necessary adjustments made.
- 2.6. In the event the WSIB delays rendering its decision for payment of an alleged occupational injury, the employee may make an application for payment of STD benefits in the form of advances under the following circumstances:
- i) If an employee sustains an occupational injury and applies for benefits under the Workplace Safety and Insurance Act ("WSIA") and the WSIB does not render a decision regarding the claim within ten (10) business days from the date of the employee's application; or
  - ii) If an employee is assaulted by a customer or witnesses a suicide (or attempted suicide) while in the course of employment and applies for benefits under WSIA and the WSIB does not make a decision regarding the claim within three (3) business days from the date of the employee's application.
- 2.7. In the case of a third party claim, an employee may be eligible for advances from the TTC upon submission of the appropriate form. Advances from the TTC will be granted if the employee is cooperating with the WSIB's requests for information and if the employee agrees, in writing, to reimburse the TTC for any double payment for the same period by properly completing and signing the appropriate form.
- 2.8. STD benefits shall not be payable to any Employee for:
- i) Any period for which the Employee is in receipt of wages or vacation pay from the TTC.
  - ii) For any disablement resulting directly or indirectly from any treatment or surgery for cosmetic or beautification purposes, or from injury or illness which is self-inflicted or induced.
  - iii) In the event of a general cessation from work, STD benefits being paid prior thereto shall be continued. New claims which arise during the period of cessation shall not be payable to the employees involved.

### **3. New or Reoccurring Disability**

- 3.1. An employee who exhausts their STD benefits and their Employment Insurance benefits and returns to work on a gradual basis is required to apply for the LTD Rehabilitation Program.
- 3.2. An employee who is in receipt of long-term disability benefits (including through the LTD Rehabilitation Program) and who subsequently returns to work on a full time basis is not eligible

for STD benefits for a reoccurring disability unless the subsequent absence is separated from the immediately preceding absence by twenty-six (26) weeks or longer of full time continuous employment. Employees with a reoccurrence of the same disability within the twenty-six (26) week period is eligible for Long Term Disability benefits without a waiting period.

- 3.3. An employee who sustains a disability as a result of sickness or accident arising during the course of other employment, shall first seek recovery of benefits from or through the other employment, including benefits from the other employer, or other employer's TTC, insurer, Board or agency. If the Employee is entitled to an award of compensation paid from the WSIB relating to the disability, no STD benefits are payable by the TTC.
- 3.4. If the Employee is entitled to benefits relating to the disability from or through the other employment, the TTC shall deduct the amount of these benefits from the benefits otherwise payable by the TTC pursuant to this appendix and the TTC shall pay the balance only, if any, to the Employee.
- 3.5. In the event that the employee fails to comply with this appendix regarding other employment, the TTC shall pay no benefits to the employee.

#### **4. Other Rules Governing Entitlement to Short-Term Disability Benefits**

- 4.1. The calendar day on which a night shift employee resumes work following illness or non-occupational injury shall not be considered as a day on which the employee worked for the purposes of paying benefits if on that day the employee works one hour or less.
- 4.2. STD benefits are to be paid automatically every two (2) weeks during the period the employee's physician estimates disability without the employee having to provide further medical information, provided disability continues and until it is apparent that further medical information is required to prove continuing disability.
- 4.3. STD benefits may be paid to an otherwise eligible employee during the period the employee is unable to work because suitable light duties other than regular duties, for which the employee has been marked fit by the TTC's medical consultant, are temporarily not available. In such cases, a certification by the TTC's medical consultant is acceptable for payment of benefits. An employee who is delayed one (1) work day from resuming work after disablement beyond the work day certified fit by their own physician, because of having to report for examination to the TTC's medical consultant shall be allowed an additional work day of benefits provided the employee can show that they were unable to report to the TTC's medical consultant on an earlier date and that the employees' own physician is unable or unwilling to provide them with extended medical certification.
- 4.4. Recovery of benefits paid to employees who were disabled as a result of accident involving persons or organizations other than the TTC, shall be attempted only in cases where the accident occurred in the course of the employee's employment with the TTC.
- 4.5. The TTC will accept rubber stamped signatures of doctors or signatures of doctors signed for them by their nurses or clinic supervisors, if such claims otherwise appear valid.
- 4.6. Calendar days shall not include periods of vacation, statutory holidays and approved leave.

- 4.7. An employee may be referred to the TTC's medical consultant for a medical examination and assessment immediately following an absence of fifteen (15) consecutive work-days.
- 4.8. An across-the-board (ATB) wage adjustment will be granted to an employee who is in receipt of STD benefits on the effective date of the adjustment in accordance with the employee's wage group.
- 4.9. An employee who was placed on the Inactive Payroll for reason of an approved pregnancy/parental leave period, may be deemed to be, for the purpose of STD benefits, on the active payroll if all the following criteria is met:
- i) The employee is scheduled to return to employment on a specific date.
  - ii) The employee is disabled from employment.

In the event an employee meets all of the above criteria, the right to STD benefits shall commence on the intended recommencement date.

- 4.10. An employee shall comply with any request by the TTC to provide information as to whether or not they were disabled or injured during the course of other employment, and also to advise whether or not the employee is entitled to or may be entitled to any benefits from or through the other employment. If requested by the TTC to do so, the employee shall also execute and provide a direction to the other employer (or its TTC, insurer, Board or agency as may be necessary) for the release of information and records to the TTC regarding the disability and benefits available from or through the other employment to the employee.
- 4.11. If an employee's disability commences on a Friday and/or weekend and is immediately followed by a statutory holiday, the employee qualifies for benefits from the first date of disability provided they are clinically assessed and treated by a medical practitioner on the first day immediately following such a weekend and/or statutory holiday. If an employee's disability commences the day preceding a statutory holiday, the employee qualifies for benefits from the first date of disability provided they are clinically assessed and treated by a medical practitioner on the first day immediately following such statutory holiday and/or weekend. Telephone treatment/consultations or instructions will not be accepted.

## **APPENDIX B**

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 C**

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 D**

Letter of Understanding

James Bingham, President CUPE Local 5089

1900 Yonge Street Toronto, Ontario M4S 1Z2

### **Re: Status of Employees**

If the Special Constable Status of a Transit Enforcement Officer 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.

If a Transit Fare Inspector or a Protective Services Guard fails an enhanced security or CPIC check, the employee may be either reassigned within the Department or referred to Placement Services until such time that the 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 E**

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.

The Parties agree that overtime shifts of three (3) hours or less shall not be counted towards an individual employee's entitlement to overtime in accordance with the current practice for distributing overtime.

## **APPENDIX F**

March 9, 2018

Mr. James Bingham President

CUPE Local 5089

1900 Yonge Street, 6th Floor Toronto, Ontario M4S 1Z2

Dear Mr. Bingham

### **RE: Medicinal Marijuana Products**

At this time, medicinal marijuana products have not been authorized by Health Canada as having a DIN and therefore are not a recognized prescription eligible for pharmaceutical coverage through benefit programs. The Parties agree that the TTC's benefit plan will specifically exclude coverage for medicinal marijuana products for employees, in the event such products are assigned a DIN.

Notwithstanding this and in the event medicinal marijuana products are assigned a DIN during the term of the Collective Agreement, TTC agrees to meet with the Union to discuss how such authorized products could be incorporated into plan coverage for dependents, in a responsible and cost conscientious fashion.

Original Signed By      Original Signed By

Sean Milloy  
Director – Employee Relations Toronto Transit Commission

Leanne MacMillan  
CUPE Servicing Representative For CUPE Local 5089



## **APPENDIX G**

Letter of Understanding

December 21, 2023

Mr. Dariusz Nowotny, President, CUPE Local 5089 1900 Yonge Street, 6th Floor Toronto, Ontario  
M4S 1Z2

Dear Mr. Nowotny:

### **Re: Establishing a Joint Committee relating to FISCC**

Within thirty (30) days of ratification, the Toronto Transit Commission ("TTC") will meet to address concerns raised by CUPE, Local 5089 ("CUPE") relating to the Fare Inspector Special Constable Complaints ("FISCC") office. Additional meetings will be scheduled quarterly between the TTC and CUPE.

CUPE raised the following topics as areas of concern and discussion for these meetings:

- Timelines to complete investigations;
- Feasibility of implementing an Impartial appeals process;
- Concerns regarding anonymous complaints;
- FISCC processes and mandate;
- Complaints filed beyond one (1) year; and,
- Any other area of concern that CUPE raises.

The following individuals will participate in the Joint Committee meetings:


- A management representative from FISCC;
- Management from the TTC with appropriate authority to implement change within FISCC;
- CUPE Executives; and,
- Any other individuals as required by either Party

Sincerely,


Matt Hopkins  
Executive Director – People

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2024.

**TORONTO TRANSIT  
COMMISSION:**

  
Muriel Youngs (Sep 4, 2024 15:19 EDT)

Muriel Youngs  
Director, Collective Bargaining  
Employee Relations

  
Matt Hopkins (Sep 4, 2024 15:10 EDT)

Matt Hopkins  
Executive Director, People

**CUPE LOCAL 5089:**

  
Gobi Sooriyakumar (Sep 5, 2024 16:15 EDT)

Gobi Sooriyakumar  
CUPE National Representative

  
Dariusz Nowotny (Sep 5, 2024 20:29 EDT)


Dariusz Nowotny

  
Jimi Shoga (Sep 19, 2024 10:33 EDT)


Jimi Shoga

  
Tom Tsomis (Sep 5, 2024 17:23 EDT)

Tom Tsomis

  
Roberto Novoa (Sep 19, 2024 09:41 EDT)

Roberto Novoa



Kapildev Selvanayagam