

AGREEMENT

Between



Toronto Transit Commission

and

**Canadian Union of Public Employees
and its Local 470**

Term: April 1, 2024 to March 31, 2028

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ARTICLE 1 - GENERAL PROVISIONS

1.1 Purpose of Provisions

The purposes of this Agreement are to prescribe the wage rates, hours and conditions of employment of employees in the occupational 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 Employer; in order to assure an efficient and uninterrupted transit service to the public. 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 of items pertaining to this agreement.

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

Now, therefore, the parties agree as follows:

ARTICLE 2 - DEFINITIONS

2.1 Scope/Recognition Clause: "Bargaining Unit" shall comprise of all Operations Supervisors in Transit Control – Surface Operations of Toronto Transit Commission in the City of Toronto save and except Assistant Managers and persons above the rank of Assistant Manager, and employees already covered by an existing Collective Agreement.

2.2 "Union" shall refer to the employee representatives who comprise the Executive Board of Canadian Union of Public Employees, Local 470, The CUPE National Representative and local Stewards.

2.3 "Service" is the accumulated time that an employee has been employed with the TTC. Service shall be used for the purposes of pension and entitlement.

2.4 "Date of Hire" is the date an employee was hired at the TTC for the first time and began accumulating service.

2.5 "Seniority" is the accumulated time an employee has been in this bargaining unit effective date of certification.

2.6 "Date of Seniority" is an employee's start date in the position of the bargaining unit. If more than one member of the bargaining unit has the same date of seniority, the employee with greater service shall prevail, followed by employee number. The current bargaining unit members will retain their seniority date as based on the TTC Surface Supervisory seniority List in effect at March 10, 2021; For any new member of the bargaining unit, their start date will be set at the first date of work in the bargaining unit.

2.7 The parties agree that the "TTC", "Commission", and "Toronto Transit Commission" are the same.

ARTICLE 3 - EQUITY AND FAIRNESS IN THE WORKPLACE

- 3.1 The Parties agree that an equitable approach to workplace issues is desirable. Any provision of seniority shall not apply as a deciding factor where otherwise prescribed in this agreement and where allowing the prescribed application of seniority would restrict the TTC's ability to provide for reasonable workplace accommodations or otherwise place the TTC in non-compliance with the Ontario Human Rights Code, Employment Standards Act, Occupational Health and Safety Act, or any other legislation.
- 3.2 The TTC will endeavor to follow the provision of seniority as closely as possible with minimal impact to any affected employees in these circumstances. The Union shall be notified at least fourteen (14) days, where possible, prior to the implementation date of all cases where the provision of seniority is not followed for reasons described in this Article.
- 3.3 The Union shall furnish the TTC with a copy of its list of officers and shall notify the TTC promptly of any changes.
- 3.4 The TTC will furnish the Union with a list of supervisory personnel when requested and will indicate by job titles the authorities of each person listed. Such request will be fulfilled within thirty (30) days, and will be limited to twice per year.

ARTICLE 4 - NEW AND CHANGED JOB CLASSIFICATIONS

- 4.1 The TTC agrees to provide the Union with job descriptions and job evaluation results as changes are made.
- All job descriptions and evaluations will include, at minimum:
- (a) a job title
 - (b) listing of typical job duties
 - (c) qualifications required by the job
 - (d) core duties of the job
 - (e) source of supervision
- 4.2 This job description and evaluation results shall not be finalized by the TTC until thirty (30) days have elapsed following the Union's receipt of such job description and evaluation results (ex. associated point value and rating rationale) to allow an opportunity for the Union to review such job description and/or rating.
- 4.3 Where an evaluation results in an appreciable change to the wage group, lower to the current evaluated wage rate, existing employees will be red circled at their existing rate in accordance with the corporate Salary Administration and Treatment policy. Any new employee will start at the evaluated wage rate.
- 4.4 For clarity, red circling under Article 4.3 shall mean that existing employees will have their current wage rate "frozen" until the lower evaluated wage rate matches or exceeds the frozen rate, at

which time regular salary progression will apply in accordance with the evaluated wage rate.

- 4.5 In the event a new position is introduced into the Bargaining Unit, the TTC's Compensation team will set the wage rates based on the score provided by an established job evaluation plan. The job description and job evaluation results will be communicated to the Union. The Union will be provided thirty (30) calendar days from receipt of the results to provide the TTC any comments with respect to the evaluation results.
- 4.6 The Parties agree that any disputes relating to new or changed job descriptions and/or evaluations, that cannot be resolved through open dialogue, will be addressed in accordance with the grievance procedure.

ARTICLE 5 - CONTINUITY OF SERVICE TO THE PUBLIC

- 5.1 The Union is recognized as the exclusive bargaining agent of the employees in the occupational classifications listed under Schedule "A" of this Agreement.
- 5.2 The Union agrees that, so long as this Agreement continues to operate, there shall be no strike, cessation of work, refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slowdown or other concerted activity on the part of employees designed to restrict or limit the TTC's service to the public, and further agrees that if such action arises the Union will take all means to have the defaulting employees returned to work as usual. The Union shall not call nor authorize, and no officer, official or agent of the Union shall counsel, procure, support, or encourage such an unlawful strike.
- 5.3 The TTC agrees that, so long as this Agreement continues to operate, there shall be no lockout, a suspension of work or a refusal to continue to employ a number of its employees with a view to compel or induce its employees to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the TTC, the Union or the employees.

The TTC shall not call nor authorize, and no officer, official or agent of the TTC shall counsel, procure, support or encourage such an unlawful lockout.

ARTICLE 6 - UNION REPRESENTATIVES

- 6.1 For the purposes of discussing and conferring with respect to any matter which concerns the employer-union relationship, representatives of the TTC shall meet at any reasonable time with the regularly elected and active Union Representatives. The Union must apply in writing to the TTC one (1) week in advance, if possible, when such a meeting and/or any Union business leave is requested. Such request will not be unreasonably denied, the TTC will have four (4) working days to reply.
- 6.2 The TTC will permit up to a maximum of two (2) Union Representatives and the CUPE National Representative 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 470 representatives participates in, and any meetings requested by Management.

6.3 The TTC will permit up to a maximum of five (5) Union Representatives with Union business leave to negotiate the renewal of the Collective Agreement at meeting times and locations mutually agreed upon by the Parties. It is understood that the TTC will pay all Union Bargaining Representatives their normal rate of pay during all bargaining, both virtual and in-person, with the TTC.

The TTC shall bill Local 470 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 and leaves to negotiate the renewal of the Collective Agreement.

6.4 Union representatives may receive buy not solicit employee's complaints during the working hours of employees or union representatives. With the permission of the Supervisor concerned, the Union representative may discuss such complaints or grievances of employees on the premises during TTC hours but only to the extent as does not neglect or interfere with the work duties of such Union officials or representatives, or with the work or duties of employees.

6.5 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 TTC's premises in order to deal with any matters arising out of this Collective Agreement. Approval will not be unreasonably denied.

6.6 Any employee selected as a national representative shall upon written application to the Manager, Human Resources, be granted a leave of absence without loss of seniority for the duration of the period they are acting. Upon completion of the national representative requirements, the employee shall be reinstated in their former employment and seniority provided the employee is qualified, after having received the normal training required to re-enter such a position. The Union shall be involved in all planning and agreements related to this Article.

6.7 Leave for Union Business – Conventions

The TTC agrees to grant a leave of absence, with pay and without loss of seniority, for up to three (3) employee's per convention, who are appointed or elected as delegates to attend the following:

- i. Canadian Labour Congress
- ii. CUPE National Convention
- iii. CUPE Ontario Convention
- iv. Ontario Municipal Employees Coordinating Conference
- v. Ontario Federation of Labour Convention
- vi. CUPE Human Rights Conference
- vii. Canadian Health and Safety Conference

To an annual maximum of ten (10) working days per calendar year. The Union will notify the employee's manager of each delegate at least twenty (20) days prior to the date that the delegates will be leaving to attend the convention. A copy of this notification will be provided by the Union to Human Resources.

6.8 It is understood that the TTC shall invoice CUPE Local 470 for any Union leave and Local 470 shall remit payment of such invoice within thirty (30) calendar days. This is exclusive of Articles

6.1, 6.2 and 6.3.

6.9 Notice Boards

Reasonable space on bulletin boards in convenient locations will be made available to the Union for the posting of official Union notices. Posting of notices or other materials shall require the prior approval of the TTC, except notices related to the business affairs of the Union, including the names of Union representatives, and social and recreational events. Such approval shall not be unreasonably withheld. All posted material will comply with TTC policies including, but not limited to the Respect & Dignity policy.

ARTICLE 7 - CONDITIONS FOR UNION SHOP AND CHECKOFF

- 7.1 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.
- 7.2 All new employees in the classifications covered by this Agreement must become members of the Union immediately upon commencement of such employment.
- 7.3 The TTC will invite the President or designate to attend orientation for new hires for the purpose of introduction and to provide collective agreements to newly hired employees.
- 7.4 All employees seeking admission shall be admitted by the Union, subject to Union Constitution and By-laws, and the TTC shall not be required to discharge or to discriminate against any employee as to whom membership in the Union has been refused or terminated on any grounds other than the failure of such employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, unless the TTC agrees that the grounds advanced by the Union for refusing or terminating the membership is just and reasonable, or, failing such agreement, unless the issue is referred to a Board of Arbitration constituted in accordance with the provisions of the Agreement and such Board, or a majority of such Board, declares that the ground upon which the Union refused or terminated the membership of such employee was sufficiently reasonable and just to justify discharge by the TTC.
- 7.5 Deductions shall be made from the payroll and shall be forwarded to the Local Union Secretary-Treasurer accompanied by a list of the names and badge numbers, addresses and home phone numbers of all employees from whose wage deductions have been made, their job title, status, work location and the number of hours for which each employee was compensated. This list will also include the names and badge numbers of the employees terminated during that month.
- 7.6 The amount of Union dues to be deducted shall be the regular membership dues or other assessments duly authorized by the By-laws of the Union. The Secretary-Treasurer of the Union shall notify the TTC by letter of any changes in the amount of monthly assessment to be deducted and of any changes. Receipt of such notification shall be the TTC's conclusive authority to make the deductions specified. Deduction schedule shall align with the regular payroll cycle.

All related Union deductions and invoices, including but not limited to Union Business Leaves, will be provided to the Secretary-Treasurer monthly.

- 7.7 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.

- 7.8 All correspondence between the Parties, arising out of this Agreement or incidental thereto shall pass to and from the appropriate TTC representative and the Local's President/Secretary, unless otherwise provided herein.

ARTICLE 8 - MANAGEMENT AND DISCIPLINE

- 8.1 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.
- 8.2 This right of Management shall, without limiting the generality of the foregoing, include:
- (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 rules and regulations covering the operation of the system;
 - (d) to hire, rehire, promote, demote, assign and lay off and transfer employees;
 - (e) to discharge, suspend, or otherwise discipline employees for just cause, provided that 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; and
 - (f) in no case shall the exercise of the above responsibilities of Management be contrary, arbitrary, discriminatory or act in bad faith to any of the terms and conditions of this Agreement.
- 8.3 Any non-disciplinary notation in writing shall be removed from an employee's record after a period of twelve (12) months.
- Any written warning and disciplinary suspension of four (4) days or lesser shall be removed from the employee's record after a period of twenty-four (24) months in which they have not received any further disciplinary warning or suspension.
- Significant discipline, defined as a suspension of five (5) days or more, shall be removed from an employee's record after a period of thirty-six (36) months in which they have not received any further disciplinary warning or suspension.
- 8.4 When a disciplinary meeting results in a written record to file, one (1) copy of the disciplinary letter 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 or designate and Recording-Secretary by email.
- 8.5 Employees shall be entitled to Union representation, if they request to have Union representation with them, whenever such employees are required to report/meet with Management for

disciplinary meetings.

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”).

- 8.6 The TTC will provide the Union President or designate reasonable notice to make arrangements for representation in the circumstances of a disciplinary meeting to be held with an employee. An employee reporting for discipline will be informed of the nature of the charge, the discipline imposed, and the basis of the discipline rendered. Meetings shall not be unreasonably delayed.
- 8.7 Should an employee be discharged, and the dismissal be confirmed under this Article and the Union considers 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.
- 8.8 Upon request employees may inspect their own Human Resources, Departmental, and Training record(s) at a time suitable to both Parties.

ARTICLE 9 - COMPLAINTS AND GRIEVANCES

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

9.2 Complaint

It is understood that a complaint does not become a grievance until the employee has first given Management staff an opportunity to resolve the complaint. The employee (herein referred to as the grievor), shall within fifteen (15) calendar days after the grievor has become aware of the facts giving rise to the complaint, address the complaint orally to the immediate management (with or without their Union representation). If the complaint cannot be resolved then a grievance may be submitted on the agreed upon grievance form, as may be amended from time to time at the mutual agreement of the Parties.

- 9.3 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.

9.4 Grievance

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

- 9.5 All grievances and replies must be in writing. In the case of a discipline or discharge grievance, the grievor may elect to attend the grievance process.

9.6 Step 1 - Appeal to Manager (or designate)

If the complaint was not resolved with the grievor's immediate management staff the Union Representative on behalf of the grievor, may by way of a written grievance (digital or hard copy) take the matter to the Manager (or designate) within fifteen (15) calendar days of the reply of their immediate supervisor. The Manager or designate shall meet with the Union within fifteen (15) calendar days after receipt of the grievance. The Manager or designate shall render a decision to the Union within fifteen (15) calendar days from the date the meeting takes place.

9.7 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 Arbitration.

9.8 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 Step 2 of the grievance process, or may, within thirty (30) calendar days, submit the matter to Mediation.

9.9 Step 2 – Appeal to Department Head (or designate)

If the matter cannot be resolved at Step 1, then 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 fifteen (15) calendar days from the date the Step 1 reply is submitted to the Union.

9.10 At this hearing, 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 Arbitration.

9.11 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.

9.12 Step 3 - Mediation

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

9.13 The TTC will endeavour to schedule Grievance Mediations within thirty (30) calendar days of the grievance being submitted to Mediation, subject to Mediator availability.

9.14 The Grievance Mediation process is without prejudice to either Party.

9.15 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 by mutual agreement.

9.16 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.

9.17 If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in

advance of the Grievance Mediation meeting.

- 9.18 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.
- 9.19 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.
- 9.20 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.
- 9.21 The Union and the TTC will share the cost of the Mediator if any.

9.22 **Step 4 - Arbitration**

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

- 9.23 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.
- 9.24 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.

9.25 **Union, Policy or TTC Grievances**

A grievance which arises directly between the Parties to this Agreement, which could not form a grievance to be processed under the foregoing grievance procedure by an affected employee, may be submitted in writing by the Union or the TTC to the other Party and such other Party shall reply in writing within fifteen (15) calendar days following such submission. The Parties shall attempt to meet to resolve the grievance within 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.

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

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

9.28 **Mandatory Timelines**

All timelines referred to in Article 9 - Complaints and Grievances are mandatory and will be strictly adhered to. Any extension to the timelines outlined herein must be by mutual agreement in writing between the parties.

9.29 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.

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

ARTICLE 10 - PROBATIONARY PERIOD

10.1 New employees entering into the bargaining unit, until they have completed six (6) months of continuous service in the position, upon completion of training, shall be considered as on probation. During the probationary period performance progress will be reviewed prior to completing their second (2nd), fourth (4th), and sixth (6th) months. The Union and the TTC shall cooperate in providing guidance and assistance to them in adapting themselves to such new work and conditions as may be required.

10.2 If a probationary employee's services are demonstrating unsatisfactory the employee's case will be discussed with the Union as may be necessary and should a review show a joint effort of the parties hereto have failed, then the employee shall have the probationary period extended up to a maximum of two (2) months.

10.3 The TTC may extend the probationary period by any absence greater than thirty (30) consecutive days.

10.4 Employees who have had their probationary period extended shall be denied all step rate increases until they have successfully completed their probationary period.

10.5 Any grievance filed regarding the dismissal of a probationary employee will not proceed beyond Step 3 of the grievance procedure - Mediation in accordance with Article 9.

ARTICLE 11 - VACATIONS

11.1 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 22nd anniversary falls.

11.2 Eligibility

Annual Vacation entitlement is determined based on date of hire with the TTC.

11.3 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.

11.4 Vacation Regulations

The following regulations will apply:

- (a) Vacation selection is based on Bargaining Unit Seniority.
- (b) Sign-up for annual vacation selection shall commence early October with expected completion date no later than the end of November of the same calendar year.
- (c) All vacation selections must be submitted on the appropriate form.
- (d) To avoid unreasonable delays a maximum of three (3) calendar days shall be allowed to employees in which to make their vacation selection. Employees who fail to make a selection within the identified period will be bypassed for the round of selection in question. At the end of said vacation sign-up round, the Union President or designate will be provided with the list of bypassed employees and will have one (1) calendar day to provide management with the bypassed employee(s) selection(s), failing which they will be bypassed for the round. At the conclusion of the vacation sign up management will select for bypassed employees who have not made selections in accordance with this process.
- (e) All vacation entitlement must be selected during annual vacation sign-up unless a request to defer to the following calendar year has been approved.
- (f) Selections are limited to two (2) weeks when selecting designated primetime weeks.
- (g) Minimum coverage will be determined by the Head - Transit Control or designate and will be communicated to the Union thirty (30) days prior to the vacation sign-up, thereby determining the maximum number of employees allowed off at a time.

- (h) Where an employee has a documented accommodation need requiring specific week(s) free from work, those week(s) will be provided. The maximum number of employees allowed off will be adjusted accordingly prior to the commencement of the vacation sign-up.
- (i) During sign-up the number of employees able to convert one (1) full week of vacation to single days will be limited to six (6) for bus supervisors and four (4) for streetcar supervisors. Once the vacation selection is complete, any additional single day vacation requests will be accepted on a first-come-first-serve basis subject to the approval of management in accordance with operational needs.
- (j) Original vacation selections may only be changed on approval of the Manager of Surface Operations or designate.
- (k) The TTC reserves the right to alter or cancel any selected vacation in the event of emergencies and/or exceptional circumstances.
- (l) In the event an employee enters the bargaining unit after the completion of the annual vacation sign-up, efforts will be made to honour any vacation selection made in the previous department. Where previous selections cannot be honored, selection will be made from remaining weeks available.
- (m) An employee who suffers an illness or injury that requires hospitalization leading into a scheduled vacation will upon proper proof of such hospitalization and compliance with all other STD provisions, be entitled to claim STD benefits in lieu of vacation pay.
- (n) If clause 11.05(m) are satisfied, the employee shall be entitled to re-schedule the vacation subject to availability and the approval of the Manager of Surface Operations or designate.
- (o) The TTC will consider an employee's request to re-schedule vacation due to illness if it does not meet the above requirements in clause 11.05(m). Such a request will not be unreasonably denied.
- (p) Any rescheduled vacation must be utilized in the year it was granted. Unscheduled or cancelled vacation must be booked no later than October 1 of each calendar year. Failure to adhere to this requirement will result in management scheduling the vacation based on operational requirements and availability.
- (q) Prime weeks are defined as follows:
 - i. March Break,
 - ii. Summer months, and
 - iii. Christmas Period, which consists of the week(s) containing Christmas Day and Boxing Day, and New Year's Day.
 - iv. Any conversion to single days in accordance with paragraph (i).

11.5 **Deferred Vacation**

- (a) Minimum ESA requirement of two (2) weeks is scheduled for the current year.

- (b) Only full week portions may be deferred.
- (c) The deferred entitlement is taken outside of the prime weeks and must be utilized in the calendar year that it is being deferred into. Exceptions to this procedure will be allowed if there are open vacation weeks available.
- (d) No previous deferment has been granted in the preceding two (2) calendaryears.
- (e) 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.

ARTICLE 12 - FLOATERS

- 12.1 All employees are entitled to two (2) paid floater days per calendar year.
- 12.2 The following regulations govern the Floater holidays:
- (a) Floater holidays are to be taken at a time mutually acceptable to the employee and the Manager of Surface Operations or designate.
 - (b) The Manager of Surface Operations or designate reserves the right to alter or cancel any selected Floater holidays in the event of emergencies and/or exceptional circumstances.
 - (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 Day during the calendar year in which they are earned, and no later than December 15th of the year earned, or the holidays are forfeited.
 - (f) Employees must request their Floater Days a minimum of ten (10) days in advance, and such request will be provided in writing. The TTC will not unreasonably deny such requests.
 - (g) Floater Days must be booked no later than October 1 of each calendar year. If the requirements of 12.02(f) are not met, management may schedule the days based on availability and operational requirements.

ARTICLE 13 - DESIGNATED AND STATUTORY HOLIDAYS

- 13.1 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.
- 13.2 The TTC maintains its right to observe a public holiday on a day different than the actual holiday date.
- 13.3 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 13.1 will be amended to provide such holiday.

- 13.4 An Employee will be permitted to bank up to a maximum of forty (40) hours, inclusive of Floaters (Floater Holidays), in lieu of statutory holiday pay per calendar year.

All accumulated banked time must be used within twelve (12) months from when it is accumulated.

Scheduled time off will be subject to management approval.

ARTICLE 14 - RELIGIOUS HOLIDAY ACCOMMODATION

- 14.1 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 (10) working days in advance.
- 14.2 Prior to submitting a written request for a leave of absence without pay, employees are expected to make efforts to self-accommodate through available means (e.g. Shift exchange, off day exchange, single day vacation or floater requests, etc). Leave of absence without pay for this day of observance will not be approved if employees have outstanding vacation or floater days remaining to be scheduled. Requests for accommodation will not be unreasonably denied.

ARTICLE 15 - PENSIONS

- 15.1 All regular employees must become and remain Regular Members of the Toronto Transit Commission Pension Fund Society in the pay period in which the six (6) months of continuous service falls.

Members and the TTC contribute equally to the Society. Actuarial and investment counsel's fees shall be paid from the funds of the Society.

The TTC and bargaining unit members will each contribute to the Pension Fund in accordance with By-law number 7 of the TTC Pension Fund Society By-Laws dated August 2019.

The TTC shall contribute the amounts required to cover the cost resulting from the introduction of unreduced pensions after twenty-nine (29) years of service, as provided in Pension Fund Society By-law 7.01(3)(b) as in effect on January 1, 1999.

In accordance with the By-laws of the TTC Pension Fund Society, the TTC shall also contribute to the Fund an amount equal to the supplemental disability pension as set out in the By-laws of the Society, including any annual adjustments as approved by the Board in accordance with the By-laws.

Pensions are granted and graded as set out in the By-laws of the Society, copies of which are available at all work locations.

ARTICLE 16 - GROUP INSURANCE

- 16.1 All regular status employees under the age of sixty-five (65) shall participate in a group insurance plan.
- 16.2 The benefits, terms and coverage are as set out in the Master Policies.
- 16.3 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 (6) 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.
- 16.4 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.
- 16.5 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 one hundred (100%) percent TTC paid. There is no entitlement to both this coverage and the coverage set out under the Accidental Death & Dismemberment Insurance Plan.
- 16.6 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.
- 16.7 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.
- 16.8 Temporary employees are not eligible to participate in the plan.

ARTICLE 17 - HEALTHCARE PLAN

- 17.1 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.
- 17.2 The TTC will assume responsibility for payment of the Ontario Health Premium for all Bargaining Unit employees.
- 17.3 The TTC agrees to pay on behalf of all regular status employees, one hundred (100%) percent of the total contributions required for the following coverages:
- 17.4 A Healthcare Plan providing comprehensive benefits including:
- (a) \$550.00 maximum every two (2) years for purchase for eyeglasses and eye exam.

(b) \$2000.000 maximum for psychological services (i.e. psychologist, Master of Social Work, or psychotherapist) per calendar year.

(c) \$3000.00 maximum per employee and per dependent every three years for hearing aids.

17.5 Prescription drugs are subject to one (\$1) dollar deductible, plus any allowed dispensing/compounding fee, in excess of nine (\$9) dollars, per prescription or refill, payable by the employee.

17.6 Orthotics entitlement will be one (1) pair every twenty-four (24) months. Eligible dependents under the age of eighteen (18) will be entitled to one (1) pair every twelve (12) months if the size or prescription changes.

17.7 An annual cap on erectile dysfunction medications of eight-hundred (\$800).

17.8 One thousand and five hundred (\$1500) dollars every calendar year combined for Chiropractor (excluding X- rays), Physiotherapist, Registered Massage Therapy, or Athletic Therapist in accordance with reasonable and customary limits.

17.9 The TTC will cover three hundred (\$300) dollars per lifetime for smoking cessation drugs.

17.10 The TTC will cover fertility drugs for one hundred and eighty (180) days, or six (6) cycles per lifetime.

17.11 The TTC will cover Hospital accommodations fifty (50%) percent for up to one hundred and twenty- five (\$125.00) dollars per day.

17.12 **Retirees**

Prescription drugs are subject to one (\$1) dollar deductible, plus any allowed dispensing/compounding fee in excess of nine (\$9) dollars, per prescription or refill, payable by the employee.

17.13 Orthotics entitlement will be one (1) pair every twenty-four (24) months.

17.14 Vision care is limited to three hundred and seventy-five (\$375) dollars every twenty-four (24) months.

17.15 An annual cap on erectile dysfunction medications of eight-hundred dollars (\$800).

17.16 The TTC will cover fertility drugs for one hundred and eighty (180) days, or six (6) cycles per lifetime.

17.17 The Healthcare plan only allows prescription drugs requiring a written prescription by law in Ontario.

17.18 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.

17.19 **Dental Plan**

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

- (a) Preventative basic Services - 100% payment of eligible expenses.
- (b) Comprehensive basic Services - 100% payment of eligible expenses Periodontal and endodontic services, root canal therapy, periodontal scaling/root planning, complicated extractions, and denture relining/rebasing, repairs, or adjustments.
- (c) Dentures - 50% payment of eligible expenses.
- (d) Orthodontic Services - 50% payment of eligible expenses up to \$4,000 lifetime maximum per employee and per dependent.
- (e) Major Restorative Services - 50% payment of eligible expenses up to \$2,500 per employee and per dependent each calendar year.
- (f) Effective upon ratification, Dental Recall examination frequency for covered persons will change from every six (6) months to every nine (9) months. This shall have no impact on the frequency of polishing.

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

17.21 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 TTC 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.

17.22 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.

17.23 **Long-Term Disability Benefits**

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 benefit of two-thousand, five-hundred and fifty (\$2,550.00) dollars.

Effective upon ratification, the LTD benefit monthly cap increases to two-thousand, nine hundred and fifty (\$2,950) dollars for claimants who complete the qualifying period on or after January 1, 2024.

Effective January 1, 2026, the LTD benefit monthly cap increases from two-thousand, nine hundred and fifty (\$2,950) dollars to three thousand one hundred and fifty (\$3,150) dollars for claimants who complete the qualifying period on or after January 1, 2026.

17.24 **General**

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 agreement, 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.

17.25 Employee and Family Assistance Program

The TTC agrees to provide an Employee Family Assistance Program through a third-party provider which is coordinated by the TTC's Occupational Health and Employee Wellbeing (OHEW) Section. The TTC agrees to pay the full cost of the contracted services provided by the Employee Family Assistance Program service provider. The available contracted services and/or service provider may change from time to time at the TTC's discretion.

ARTICLE 18 - SICKNESS

- 18.1 Any employee off duty for more than five (5) days per calendar year on account of illness or injury will be required to produce a doctor's certificate indicating date(s) of all clinical assessments, medical diagnosis, current medical restrictions, treatment plan, and fitness to resume (or not resume) to regular or alternate duties.
- 18.2 For non-occupational injury or illness of fifteen (15) consecutive workdays 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 OHEW Section prior to the return-to-work date providing the above information. OHEW may require the employee to attend a return-to-work meeting and/or return to work health assessment.
- 18.3 To be eligible for short-term disability benefits after the fifth (5th) day of absence due to illness in a calendar year, an employee will be required to provide medical documentation to support their application for short-term disability benefits commencing the sixth (6th) day of absence from work due to sickness or injury in a calendar year.
- 18.4 Employees required to report to the OHEW Section for a periodic health assessment will have any loss of pay made up.

18.5 Independent Medical Examination

Should a dispute arise between the employee's physician and the OHEW Section as to fitness to resume (or not) their regular or other work, the employee 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 the employee's fitness to resume their regular or other work. In lodging an appeal from the OHEW's original decision, the Union shall guarantee the payment of the consultant's fee. Should the original decision of the OHEW Section be revised, the TTC shall pay the consultant's fee. Should the OHEW original decision be sustained, the consultant's fee shall be paid by the Union.

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 OHEW 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.

18.6 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.

18.7 **Employees Notification of Return to Work**

Employees will be required to notify their direct manager or designate of their intention of returning to work the day before actually returning to work by 3:00 PM for day shift employees. For those employees on night shift (starting after 7:00 PM), they will be required to notify their direct manager or designate by 9:00 AM of their return to work on the first day of their absence, and by 3:00 PM on all subsequent days.

- 18.8
- (a) Failure to comply with the above could result in an employee being assigned other duties.
 - (b) Consideration will be given to cover their regular work or other work without penalty.
 - (c) Consideration can also be given to cancellation of any overtime for late book-backs without penalty.
 - (d) Failing the above, the booking-back employee will be scheduled to return the following day and any loss of wages as a result will be to the employee's own account.
 - (e) Should overtime be cancelled as a result of someone returning to work within the parameters of this provision, this shall be without penalty to the TTC where the TTC has attempted to contact the Employee scheduled for overtime within five (5) hours of being notified of the return.

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

All employees with two (2) months of continuous service are entitled to short-term disability benefits in accordance with Appendix "A1".

18.10 If an employee is not actively at work on the date that their coverage would normally begin, their coverage will be effective on the first day they return to full time work and are able to perform all the duties of their regular occupation. 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.

18.11 Applications for STD benefits will be made on the appropriate form within thirty (30) 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 "A1".

18.12 The TTC pays the full cost of sick benefits.

18.13 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.

18.14 **WSIB Applications**

The TTC will allow an employee who suffers an occupational injury as a result of performance of their duties the opportunity to apply immediately for salary continuance, when making an application to the Workplace Safety and Insurance Board ("WSIB").

18.15 In order to be eligible to apply for salary continuance, the employee must have been in compliance with all terms and conditions of the Collective Agreement and be precluded from performing any regular or modified duties as a direct result of the injury sustained at work. If the employee is not cooperating with the WSIB's requests for information, any and all salary continuance will cease. If the employee is refusing adequate modified duties within their restrictions, any and all salary continuance will cease.

18.16 Salary continuance will cease upon the WSIB either approving or denying the claim, but will not exceed thirty (30) days 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.

18.17 Should the occupational injury claim be approved by 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 retroactive to the original date of injury.

18.18 Salary continuance will not be granted unless the employee agrees to reimburse the TTC for any double payment for the same period by signing a "Direction to Claim" form.

18.19 **WSIB Top-Up**

All employees who are injured at work are entitled to apply to the Workplace Safety and Insurance Board ("WSIB") for loss of earning benefits. The TTC will provide a top-up to the loss of earning benefit paid to an employee if 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.

18.20 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 or designate, the Director - OHEW and the Director - Employee Relations or designate shall meet. If the parties are unable to determine entitlement, the issue may be mediated and/or arbitrated.

18.21 The top-up will be an amount equal to seven percent (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.

18.22 **Accommodation Meetings**

The TTC will make best efforts to inform the Union of any meeting(s) concerning the

accommodation of an employee for medical reasons. The TTC will not unreasonably deny a request by the Union to attend any meeting(s) concerning the accommodation of an employee for medical reasons or to address a dispute relating to WSIB top-up, however, there shall not be more than one (1) representative of CUPE Local 470 and one (1) CUPE National Representative at such meeting(s), if requested by Local 470.

18.23 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.

18.24 It is agreed that when opportunities for rehabilitation have been identified, OHEW will discuss these opportunities with the employee and the treating physician and, with their approval, work together with the appropriate health professionals and other resources as may be necessary, to design an individual rehabilitation program.

18.25 Injury at Work

Consistent with the requirements as set out under the provincial W.S.I.B. Act, 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.

18.26 In the event that an active Union member dies as a result of a workplace incident, while performing his or her duties at the TTC, the Department Head will upon request endeavor to provide paid leave of absence to as many Union members as the Department Head can spare to attend the deceased Union member's funeral service.

ARTICLE 19 - BEREAVEMENT LEAVE

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

- i. five (5) working days commencing with the day of death or the day immediately following the death of employee's spouse or common law spouse, children or step-children, and
- ii. 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, father-in-law, mother-in-law, grandparents and grandchild.

19.2 Employees regardless of service who have completed three (3) consecutive months of continuous employment at the TTC shall be paid at their basic rate for the normal hours of work on the day or days for which leave has been granted.

19.3 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.

19.4 The TTC may grant the President and/or designate of CUPE Local 470 one (1) day without pay to

attend a funeral service for an active or retired member of the local.

ARTICLE 20 - LEAVE OF ABSENCE

20.1 Unpaid Personal Leave

Employees upon application in writing on the prescribed form, may be granted leave of absence subject to the approval of management for a period not to exceed:

- (a) five (5) days if they have less than one (1) year of service
- (b) one (1) month if they have less than three (3) years' service
- (c) two (2) months if they have more than three (3) years' service but less than five (5) years' service
- (d) three (3) months if they have more than five (5) years' service

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

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

20.4 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.

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

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

20.7 Pregnancy and Parental Leaves

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

20.8 Following the one (1) week waiting period for Employment Insurance Benefits, regular status employees who are eligible for pregnancy leave benefits under the *Employment Insurance Act* will be paid a top-up equal to the difference between the employment insurance pregnancy leave benefit and eighty-five (85%) percent of their regular base rate of pay for a period of up to fifteen (15) weeks. No top-up payment will be paid during the regular waiting period. While on Pregnancy Leave and/or Parental Leave as provided for under this Article, an employee will continue to accrue vacation leave and remain enrolled under the *Healthcare and Dental* plans at the TTC's cost.

20.9 **Adoption Days**

All employees who have completed one (1) year of continuous service may, upon application, be granted two (2) days leave of absence, with pay, for the purpose of adopting a child. Such leave should wherever possible be prearranged and approved by the Manager of Surface Operations or designate.

20.10 **Maternity Day**

An employee who is pregnant and has completed one (1) year of continuous service may be eligible for a paid maternity day. The maternity day is to be taken on the otherwise last scheduled work day prior to commencement of pregnancy leave. An employee not at work on the day prior to the commencement of pregnancy leave due to sickness, vacation, statutory holiday or any other leave, is not eligible for the paid maternity day. If the employee works on the day prior to the birth or the day of birth, the employee is not eligible for the paid maternity day.

20.11 **Birth / Homecoming Day**

All employees who have completed one (1) year of continuous service, is a custodial parent, and is not eligible for pregnancy leave or the paid maternity day, may be paid for one (1) day for the purpose of attending the birth or homecoming of their new born child (children). This one (1) day should, whenever possible, be pre-arranged and granted only when the birth or the homecoming falls on a day that is a regular work day for the employee and approved by the employee's immediate supervisor and department head. The birth or homecoming day will not be granted in addition to the adoption days. The one (1) day for attending the birth or homecoming of a new born child (children) does not increase in the case of multiple births.

20.12 **Canadian Citizenship Leave**

A paid leave of absence of one (1) full day will be granted to an employee who is absent from work to appear before:

- a Citizenship Officer to process their application;
- a Citizenship Judge to assess their qualifications;
- a Citizenship Judge to swear the oath of allegiance;
- in accordance with the Toronto Transit Commission Corporate Policy.

20.13 **Medical Appointments for Pregnant Employees**

The employee, if unable to self-accommodate, will be eligible to take up to four (4) hours off without pay every fourteen (14) days for the purpose of attending routine medical appointments. The eligibility period will commence after the sixth (6th) week of gestation until the conclusion of the pregnancy.

20.14 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 which will apply to all CUPE 470 members. This shall include jury selection.

20.15 An employee active in the Canadian Armed Forces Reserves will be granted a leave of absence

as per the Reservist Leave provision of the *Employment Standards Act, 2000*.

- 20.16 An employee will be granted a leave of absence as per the Family Medical Leave provision of the *Employment Standards Act, 2000*.
- 20.17 An employee will be granted a leave of absence as per the Family Responsibility Leave provision of the *Employment Standards Act, 2000*.

ARTICLE 21 – HOURS OF WORK

- 21.1 The regular full-time hours of work shall consist of forty (40) hour work weeks, of which the scheduled shifts may consist of:
- (a) Eight (8) hour shifts
 - (b) Ten (10) hour shifts
 - (c) Split shifts
- 21.2 The TTC shall give an Employee a period of at least eleven (11) consecutive hours of rest between scheduled shifts in accordance with the *Employment Standards Act*. Under exceptional circumstances, as defined by the *Employment Standards Act, 2000*, the TTC may allow a minimum of eight (8) hours rest before the employee's next scheduled shift.
- 21.3 **Shift Premium**
- Effective April 1, 2024, each employee covered by this Agreement whose normal work, exclusive of overtime, is continuously conducted on shifts commencing between 1:00 p.m. and 1:00 a.m. the following day, shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked over and above the normal basic rate.

ARTICLE 22 – OVERTIME

- 22.1 Employees who elect to work on their regular off day or days, including Sundays, in excess of the normal days worked in the week shall be paid at one and one-half (1.5) times the basic rate. Time off shall not be given in lieu of off day work.
- 22.2 An employee who is forced to work greater than three (3) hours of overtime, beyond their scheduled hours of work shall be paid a meal allowance in the amount of eight (8) dollars.
- 22.3 Shifts posted in advance to be filled by overtime will be awarded to the employee with the least amount of accumulated overtime hours in that calendar year.

Emergency and last-minute overtime opportunities will be awarded at the discretion of management based on available resources.

All overtime hours shall be reset December 31 of every calendar year for posted overtime.

22.4 Coverage of Work

The TTC shall ensure that only employees who are trained and qualified to work in bus operations, streetcar operations, and the shuttle desk are assigned to cover said workstations.

ARTICLE 23 - TRAINING PREMIUM

23.1 An Employee who is assigned training, mentoring, or coaching of new employees to their positions shall receive a premium of one (1) dollar and fifty (50¢) cents for all hours performing this function in addition to the normal rate and any other premium.

23.2 In response to changing technologies or special needs within the department, the Department Head may request attendance at a specific course or program. When an employee is required by the TTC to participate in courses designed to upgrade their skills or qualifications, the TTC will pay for the course tuition fees up to a maximum of \$2,000 (two thousand dollars) per calendar year, which cannot be exceeded by any bargaining unit member.

23.3 Tuition 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. It is authorized only when there is a recognized mutual benefit to both the employee and the TTC.

Effective April 1, 2024, a maximum reimbursement of two thousand (\$2,000.00) dollars per calendar year cannot be exceeded by any bargaining unit employee.

All fees that are automatic upon registration and completion of the course including administration, materials, lab, registration and books, will be reimbursed to the employee upon submission to the Employee Development Department original receipts that verify proof of payment and an original document that verifies proof of successful course completion from the accredited educational institution.

23.4 Eligible courses must:

- (a) contribute to the development of employee skills and knowledge that can be transferred to the workplace;
- (b) have an evaluation process of course content that indicates the employee's successful completion of the course;
- (c) have a mutual benefit to both the employee and the TTC while in their current position or related to a position that he or she can aspire to within the TTC; and
- (d) be taken on the employee's own time outside of his or her normal working hours.

These courses include:

- (a) Continuing education courses, typically of the type offered by community colleges, universities and other similar accredited educational institutions; and
- (b) Courses leading to a Secondary School Graduation Diploma (Grade 12).

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

23.5 Basis of Approval

a) One Hundred (100%) Percent Payment

One hundred (100%) of the tuition fee will be reimbursed to an employee who voluntarily attends and successfully completes an approved course which is directly related to the current job classification of the employee and 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 Employee Development Department for assessment of eligibility prior to an employee registering for a course.

Requests will not be unreasonably denied. Should a request be denied a written rationale will be provided to the Employee and the Union.

b) Fifty (50%) Percent Payment

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 that can be transferred to the workplace. A recommendation is to be made by the Department Head or Designate and then forwarded to the Employee Development Department for assessment of eligibility to an employee registering for a course.

Requests will not be unreasonably denied. Should a request be denied a written rationale will be provided to the Employee and the Union.

23.6 The employee will be required to follow the appropriate approval process as determined by the TTC.

ARTICLE 24 - UNIFORM/WORK CLOTHING AND FOOTWEAR

24.1 **Uniform**

In order to receive a replacement for worn or damaged uniform items, at no cost to the employee, the employee must present the worn or damaged item and a written summary explaining how the wear or damage occurred in the course of their scheduled duties.

Ties will not be required to be worn as part of the Uniform while working at a console.

Uniform Employees will receive a uniform entitlement every twenty-four (24) months. Each uniformed employee is entitled to a total of six hundred (600) points to use towards their uniform selection within each selection period.

The TTC reserves the right to modify or change the style or supplier of uniforms at its sole discretion.

Effective January 1, 2025, eligible Employees will be paid a flat rate of Two Hundred dollars (\$200.00) annually for the purposes of dry cleaning, instead of receiving Uniform Dry Cleaning Coupons. As of 2024, the Canada Revenue Agency rules determine that this is classified as a

non-taxable benefit.

This payment will be made in March of each year. Employees must be active as of March 1, and have a minimum of six (6) weeks of service as of March 1, to be eligible for this payment.

This payment will be in place until such time the TTC introduces a uniform during the life of the collective agreement.

24.2 **Safety Footwear**

Employees who are assigned to work on a regular basis where it is "mandatory" to wear safety footwear, will be provided annually with a voucher for one hundred and sixty (\$160.00) dollars for the purchase of safety footwear (including lined rubber winter boots) from designated suppliers.

Employees must purchase footwear which is C.S.A. Approved and have a steel toe. The Safety Department designates the work groups where wearing of safety footwear is mandatory.

The TTC reserves the right to modify or change the voucher program at its sole discretion.

24.3 **Undergarment Clothing Voucher**

All employees who are regularly assigned to work outdoors will be provided an annual "Undergarment Clothing Voucher" of one hundred (\$100.00) dollars to obtain pre-selected work clothing items from a designated supplier as follows:

- Under-garment long sleeve sweater
- Under-garment long sleeve pants
- Gloves
- Socks
- Earmuffs
- Personal Hand/Foot Warmers (e.g. Hot Pockets)
- Scarfs

The TTC reserves the right to modify or change the voucher program at its sole discretion.

24.4 **Measurements**

The employee is required to get fitted by the supplier and/or fill the appropriate uniform clothing form, and identify:

- (a) for shirts: the shirt neck size, sleeve size, special cut;
- (b) for ties: the length; and
- (c) for pants: the waist, in-seam length.

24.5 Eligible Clothing:

Long sleeve shirts - 20 pts each

Short sleeve shirt - 20 pts each

Ties (regular) x 3 - 10 pts each

Ties (clip on) x 3 - 10 pts each

Standard Pants - 60 pts each

Cargo Pants - 60 pts each

Sweater - 30 pts each

Peak Cap - 30 pts each

Scarf - 10 pts each

Fur hat - 20 pts each

Parka - 120 points

5 in 1 jacket - 120 points

Snow pants - 50 points

Blazer - 140 points each

ARTICLE 25 - DIRECT DEPOSIT

25.1 Employees are paid through a direct deposit system bi-weekly.

ARTICLE 26 - HEALTH AND SAFETY

26.1 A total of three (3) worker representatives will be required and at minimum there must be one (1) representative from each of the Bus Operations and Streetcar Operations groups until such time as all employees are trained and qualified to perform all shifts within the Surface Operations Department.

ARTICLE 27 - LAY OFF AND RECALL PROCEDURES

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

27.2 The number of employees to be laid off is determined by Management.

27.3 The most junior employees in each occupational classification shall be laid off first in Bargaining Unit Seniority order.

27.4 Notice of Lay Off

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.

27.5 Recall List

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

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

27.6 Separation

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

- Do not acknowledge, within ten (10) consecutive days, receipt of the recall letter.
- Fail to resume work within twenty-one (21) consecutive days from the date of the recall letter.
- Express in writing their intention of not returning to the TTC.
- Refuse to accept suitable employment.
- Accept regular employment in another Department and elect to remain on their new job.
- Withdraw any or all of their Pension Fund Society contributions.

27.7 Recall to Work Following Lay Off

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

When a vacancy occurs in the Transit Control Surface department, it will be filled in the usual manner by employees from within the Bargaining Unit.

Employees from outside the Local 470 Bargaining Unit who accept employment with the Transit Control Surface will be treated as new employees within the Bargaining Unit.

27.8 Seniority Upon Resumption

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, job bidding, work, and vacation selection. Accumulation of additional seniority will commence on the day the employee returns to work.

Employees struck from the recall list or who do not resume work within 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.

27.9 Employee Benefits

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

27.10 Pension Fund Society

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

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

27.11 Short Term Disability Benefits

In the event of a layoff, 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 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.

27.12 Group Life Insurance, A.D.&D., Healthcare and Dental

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

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

The TTC will commence payment of any applicable benefit premiums on behalf of employees who were so qualified at the time of lay off, immediately upon resumption of work, if within twenty-four (24) calendar months of the date of lay off.

Any employee who has been laid off and is on the re-call 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.

ARTICLE 28 - RETURN FROM INACTIVE PAYROLL

28.1 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, if available.

ARTICLE 29 - VACANCIES

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

29.2 Transfers Outside the Bargaining Unit

Bargaining unit employees who voluntarily accept positions outside of the bargaining unit will continue to accrue seniority for a period of three (3) months from the date of the appointment. The employee will have the ability to return to the bargaining unit within the three (3) month period without penalty to seniority accrual, providing their position is still available and all monies owed for dues has been paid to the Union. If the employee fails to return within the three (3) month period, they will forfeit all bargaining unit seniority.

ARTICLE 30 - SCHEDULING

- 30.1 (a) Absent mutual agreement, major schedule changes, which is defined as a change affecting sixty percent (60%) or more of the schedule, will be limited to once per calendar year.
- (b) The TTC will set and amend the schedule from time to time, in order, to meet changing service demands and in accordance with operational requirements. When these changes occur, the union will be advised no less than thirty (30) days prior to implementation. The Union may elect to meet with the TTC to discuss any schedule changes made by Management within the thirty (30) days after receiving notice confirming the change(s).

30.2 Schedule Sign ups

Bus Operations Supervisors and Streetcar Operations Supervisors shall have separate Schedule Sign Ups until such time as all employees are trained and qualified to perform all shifts within the Surface Operations Department.

Schedule sign-ups will take place a minimum of two (2) up to a maximum five (5) times per calendar year. Schedules will be posted at least ten (10) working days before sign up.

Schedule Sign-ups will be conducted in the order of Bargaining Unit Seniority commencing with the most senior employee and concluding with the least senior employee.

To avoid unreasonable delays employees will be provided a maximum of three (3) minutes in which to make their schedule selection. Where an employee fails to make a selection within the allotted period, the Union President or designate will select for them based on schedule selections available. Efforts will be made to select similar work if available.

Employees may submit their preference for schedule on the appropriate form.

30.3 Shift Change – Insufficient Notice

The TTC agrees to take every reasonable step to use this option as a last resort.

An employee who is required by the TTC to change their shift without receiving at least twenty-four (24) hours' notice in advance of the starting time of such shift or an extension of an existing shift shall be paid at one and one-half (1 ½) times of the standard rate for each hour worked where

insufficient notice was provided. For clarity, employees are entitled to the one and one half (1 ½) rate only for the amended hours of their shift, not the hours which were unchanged.

This provision does not apply if the hours are unchanged from the originally scheduled shift.

30.4 Consecutive Days of Rest

The TTC shall endeavor, as a matter of policy, to give an employee at least two (2) consecutive days of rest at a time for employees on a five (5) day work week and three (3) consecutive days of rest at a time for employees on a four (4) day work week. Such consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks.

30.5 Schedule Change Request

Two (2) employees shall be eligible to exchange all signed shifts for the duration of the current schedule provided there is no operational impact to the TTC. Requests must be made in writing to the Manager of Surface Operations or designate prior to the new schedule being published.

The TTC shall, as a matter of policy, consider the exchanged shifts the new scheduled hours of work for each employee for the affected period and neither employee shall be responsible for their original work.

ARTICLE 31 - NON-DISCRIMINATION

31.1 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 (OHRC). The OHRC 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 Toronto Transit Commission's Respect & Dignity Policy.

ARTICLE 32 - WORK OF THE BARGAINING UNIT

- 32.1
- (a) Employees not covered by the terms of this agreement will not perform the duties normally assigned to those employees covered by this agreement, except in emergency situations where TTC is no longer able to operate "business as usual."
 - (b) An emergency situation is described as any event(s) of the nature and scale which have a significant deleterious impact on the operation including, but not limited to: an Act of God, a national emergency, labour disruptions, the outbreak of war, a pandemic, and a terrorist attack.
 - (c) The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of work to other areas.

32.2 Once an emergency situation has been declared, and in effect, the following special provisions shall be applicable:

- The TTC may make changes to assigned work and/or work locations. This may include, but is not limited to, reassignment of working hours, duties and/or cancellation of work and reassignment based on operational demands.
- The TTC may utilize non-bargaining unit members to perform the duties normally assigned to those employees in the bargaining unit, where all available bargaining unit workforce have been utilized.
- Proper health and safety protocols will be introduced and/or followed as the situation develops.

ARTICLE 33 - TERM

33.1 This Agreement is to be for a period commencing April 1, 2024 and expiring on March 31, 2028.

Either Party to this Agreement may, not more than ninety (90) days and not less than sixty (60) days prior to expiry date, 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.

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.

ARTICLE 34 – TRANSFER BETWEEN STREETCAR AND BUS

- 34.1
- (a) Bargaining unit members may submit a bid to transfer between Streetcar and Bus in anticipation of a permanent vacancy becoming available.
 - (b) Bargaining unit members who submitted a bid will have first opportunity to transfer between Streetcar and Bus before posting and hiring externally.
 - (c) The most senior bargaining unit member who submitted a bid to transfer between Streetcar and Bus will be awarded the position.
 - (d) Any training required for such transfers will be provided to the successful internal applicant.
 - (e) Employees transferring between Streetcar and Bus shall be committed to the transfer for a period of one (1) year and shall not be considered for additional transfers within that one (1) year period.
 - (f) Any transfers executed mid-board will result in the successful employee being placed on the vacation board.

ARTICLE 35 – LOSS OF SENIORITY

- 35.1 An Employee shall lose all service and seniority and shall be deemed to have terminated their employment if they:
- (a) Voluntarily quits the employ of the employer;
 - (b) Retires;
 - (c) If discharged for just cause and the discharge is not reversed through the grievance, mediation or arbitration process;
 - (d) If the employee is absent from work without permission for a period of forty (40) consecutive working hours without just cause or explanation acceptable to the TTC;
 - (e) Utilizes a leave of absence for the purpose of engaging in gainful employment elsewhere;
 - (f) If they absent themselves from work without notifying the employer unless reasonable cause is established.

ARTICLE 36 – DEFENCE AND INDEMNIFICATION OF EMPLOYEES

- 36.1 The TTC's Corporate Policy entitled Defence and Indemnification of Employees identifies the practices to be followed for employees to obtain defence for charges or complaints, which will apply to all CUPE 470 members.

Dated at Toronto, this 7th day of Nov., 2025.


FOR THE TTC:



Muriel Youngs
Director – Employee Relations



Thomas Kim
Manager – Employee Relations



Sheldon Jean-Baptiste
Senior Employee Relations Consultant



Michael Puplett
Head – Transit Control

FOR THE LOCAL UNION:


Cecil Smith (Nov 5, 2025 17:18:44 EST)

Cecil Smith
President, CUPE 470


Ivan Salomon (Nov 7, 2025 11:00:02 EST)

Ivan Salomon
Vice President, CUPE 470


Johannes Scherpenberg (Nov 5, 2025 16:22:37 EST)

Johannes Scherpenberg
Bargaining Committee, CUPE 470


Richard Balkissoon (Nov 7, 2025 11:02:31 EST)

Richard Balkissoon
Bargaining Committee, CUPE 470



Jonathan Reid
Manager – Transit Control



Jacob Passmore
Manager – Transit Control



Dianna Christie
CUPE National Representative

SCHEDULE "A" WAGES

Operation Supervisor	April 1, 2024 (4.79%)	April 1, 2025 (4.25%)	April 1, 2026 (4.00%)	April 1, 2027 (2.75%)
Step 1	\$40.64	\$42.37	\$44.06	\$45.27
Step 2	\$42.66	\$44.47	\$46.25	\$47.52
Step 3	\$44.76	\$46.66	\$48.53	\$49.86
Step 4	\$46.73	\$48.72	\$50.67	\$52.06
Step 5	\$48.80	\$50.87	\$52.90	\$54.35
Step 6	\$50.80	\$52.96	\$55.08	\$56.59

LETTER OF UNDERSTANDING# 1

Between

Toronto Transit Commission and

The Canadian Union of Public Employees, Local 470

Re: Part-Time Employees

In accordance with the Notice provided via letter dated July 22, 2021, the Toronto Transit Commission ("TTC") will be relying on its management rights to introduce a part-time employee category to enable efficiency in scheduling and an opportunity to attract employees seeking a greater work life balance.

In the event this occurs through the life of the current collective agreement the Parties agree to meet, in order, to discuss the terms and conditions of employment for this new category of employees.

The TTC commits that no full-time bargaining unit members will be laid-off or otherwise displaced with the introduction of part-time employees.


Dated at Toronto, this 7th day of Nov., 2025.

FOR THE TTC:

FOR THE LOCAL UNION:



Muriel Youngs
Director – Employee Relations



Cecil Smith (Nov 5, 2025 17:18:44 EST)
Cecil Smith
President, CUPE 470



Thomas Kim
Manager – Employee Relations



Ivan Salomon (Nov 7, 2025 11:00:02 EST)
Ivan Salomon
Vice President, CUPE 470



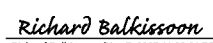
Sheldon Jean-Baptiste
Senior Employee Relations Consultant



Johannes Scherpenberg (Nov 5, 2025 16:22:37 EST)
Johannes Scherpenberg
Bargaining Committee, CUPE 470



Michael Puplett
Head – Transit Control



Richard Balkissoon (Nov 7, 2025 11:02:31 EST)
Richard Balkissoon
Bargaining Committee, CUPE 470



Jonathan Reid
Manager – Transit Control



Dianna Christie
CUPE National Representative



Jacob Passmore
Manager – Transit Control

LETTER OF UNDERSTANDING# 2

Between

Toronto Transit Commission and

The Canadian Union of Public Employees, Local 470

Re: Labour Management Committee

The Parties Agree that:

The Parties agree to have three (3) members of the TTC and three (3) representatives from the Union who will form, a labour management committee.

The committee's 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 discuss issues and make recommendations relating to the workplace which affect either or both, of the Parties.

Either Party may also formally request that a meeting of the committee be held, and the meeting shall be convened in a reasonable timeline. The committee will form, within thirty (30) days of ratification. The committee shall meet, to discuss a meeting schedule.

The Parties will discuss and develop terms of reference which will outline and establish the structure of the labour management committee.

The Parties agree that discussions of grievances and collective bargaining negotiations will not fall in the scope of the Labour Management Committees.

The committee structure may be amended as required and agreed upon between the Parties.

Dated at Nov. 7, this 7th day of Nov., 2025.


FOR THE TTC:



Muriel Youngs
Director – Employee Relations



Thomas Kim
Manager – Employee Relations



Sheldon Jean-Baptiste
Senior Employee Relations Consultant

FOR THE LOCAL UNION:



Cecil Smith
President, CUPE 470



Ivan Salomon
Vice President, CUPE 470



Johannes Scherpenberg
Bargaining Committee, CUPE 470



Michael Puplett
Head – Transit Control



Jonathan Reid
Manager – Transit Control



Jacob Passmore
Manager – Transit Control

Richard Balkissoon
Richard Balkissoon (Nov 7, 2025 11:02:31 EST)

Richard Balkissoon
Bargaining Committee, CUPE 470



Dianna Christie
CUPE National Representative

LETTER OF UNDERSTANDING# 3

Between

Toronto Transit Commission and

The Canadian Union of Public Employees, Local 470

Re: Temporary Suspension of Article 21.1 (c) - Split Shifts

The Parties agree that the ability to introduce Split Shifts, as outlined in Article 21.1 (c) of the Collective Agreement between the Toronto Transit Commission and the Canadian Union of Public Employees, Local 470, will be temporarily suspended for the duration of the current agreement, effective April 1, 2024 to March 30, 2028.

It is understood and agreed upon by both Parties that Article 21.1 (c) will be reinstated in its original form, or as modified through mutual agreement during the negotiation of the next Collective Agreement.

The commitment in this Letter of Understanding expires March 30, 2028. This letter does not form part of the collective agreement.

Dated at Nov. 7, this Nov. 7 day of Nov. 7, 2025.

FOR THE TTC:

FOR THE LOCAL UNION:



Muriel Youngs
Director – Employee Relations

Cecil Smith
Cecil Smith (Nov 5, 2025 17:18:44 EST)

Cecil Smith
President, CUPE 470



Thomas Kim
Manager – Employee Relations


Ivan Salomon (Nov 7, 2025 11:00:02 EST)

Ivan Salomon
Vice President, CUPE 470



Sheldon Jean-Baptiste
Senior Employee Relations Consultant


Johannes Scherpenberg (Nov 5, 2025 16:22:37 EST)

Johannes Scherpenberg
Bargaining Committee, CUPE 470



Michael Puplett
Head – Transit Control

Richard Balkissoon
Richard Balkissoon (Nov 7, 2025 11:02:31 EST)

Richard Balkissoon
Bargaining Committee, CUPE 470



Jonathan Reid
Manager – Transit Control



Dianna Christie
CUPE National Representative



Jacob Passmore
Manager – Transit Control

LETTER OF UNDERSTANDING #4

Between

Toronto Transit Commission and

The Canadian Union of Public Employees, Local 470

Re: Commitment to Establish Committee

The Parties agree to the following:

The TTC and CUPE 470 (the “Parties”) agree and acknowledge the need to proactively address staffing concerns to ensure operational efficiency. The Parties agree that they will establish a Committee within ninety (90) days upon ratification to engage in ongoing dialogue regarding any staffing concerns, including but not limited to discussing concerns regarding consoles for buses and streetcars and coverage of work. The Committee shall meet quarterly.


Dated at Toronto, this 7th day of Nov., 2025.

FOR THE TTC:

FOR THE LOCAL UNION:



Muriel Youngs
Director – Employee Relations



Cecil Smith
President, CUPE 470



Thomas Kim
Manager – Employee Relations



Ivan Salomon
Vice President, CUPE 470



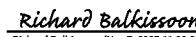
Sheldon Jean-Baptiste
Senior Employee Relations Consultant



Johannes Scherpenberg
Bargaining Committee, CUPE 470



Michael Puplett
Head – Transit Control



Richard Balkissoon
Bargaining Committee, CUPE 470



Jonathan Reid
Manager – Transit Control



Dianna Christie
CUPE National Representative



Jacob Passmore
Manager – Transit Control

APPENDIX A. SHORT TERM DISABILITY BENEFITS PLAN

1. Short-Term Disability (STD) Benefits

- 1.1 If approved for benefits, the TTC will pay at seventy-five (75%) percent of the base rate of an employee's wage.
- 1.2 All STD benefits are paid based on regular scheduled day up to a maximum of forty (40) hours per week.
- 1.3 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.
- 1.4 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.
- 1.5 STD benefits shall be payable for a maximum period of up to 26 weeks in each calendar year.
- 1.6 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.
- 1.7 To qualify for benefits following the fifth (5th) day of disability, an employee must be seen, clinically assessed and treated by a licensed medical practitioner within five (5) days following the first date of disability claimed.
- 1.8 In the event that an employee's sickness, 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.
- 1.9 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 weeks in any twelve (12) month period from chiropractors, chiropodists, podiatrists, or osteopaths who are recognized by OHIP. Periods in excess of three weeks will be accepted if accompanied by a referral statement signed by a licensed medical practitioner.
- 1.10 Benefits may be paid for up to one half 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 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.
- 1.11 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.

- 1.12 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 26 weeks over the two (2) years until they have returned to work for four weeks of work.
- 1.13 An employee who has used twenty-six (26) weeks of sick leave in a calendar year must complete 4 weeks of work before he or she is entitled to further STD benefits in the next calendar year.
- 1.14 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 whose absence from work is not medically supported may be disqualified from receiving any benefits for the full period of absence.
- 1.15 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.
- 1.16 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 30 working days from the date of an application with respect to payment of an occupational injury or an award for compensation, or where an employee is denied benefits by the WSIB, an employee may make an application for payment of benefits under this Appendix in the form of advances in the event a decision is not rendered within thirty (30) work days, or for STD benefits where a claim is denied.
- 2.2 After the first five (5) days of absence in a calendar year, applications for benefits must be signed by the attending physician and shall be forwarded to Occupational Health and Employee Wellbeing ("OHEW") 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 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 OHEW 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 relating to the illness or injury 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. 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 may be 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 recurrence 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 association, 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 week 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 work day from resuming work after disablement beyond the work day certified fit by his/her 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' medical consultant for a medical examination and assessment immediately following an absence of fifteen (15) consecutive workdays.
- 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 on 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 association, 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 he/she is 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.