

AGREEMENT

**BETWEEN
Toronto Transit Commission
and the
Canadian Union of Public Employees
Representing Local No. 2**

Effective April 1, 2008 to March 31, 2011

This Agreement signed by Local No. 2

17th day of October, 2008

Signed by Toronto Transit Commission

17th day of October, 2008

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THIS AGREEMENT made in duplicate this 1st day of April, 2008

Between:

TORONTO TRANSIT COMMISSION, hereinafter called "THE COMMISSION"

Party of the First Part:

— and —

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2,
hereinafter called "THE UNION"

Party of the Second Part.

The parties hereto agree with each other as follows:

ARTICLE 1
GENERAL PROVISIONS

Section 1. Purpose of Provisions

The purposes of this Agreement are to prescribe the wage rates, hours and conditions of employment of employees in the occupational classifications set out in Schedule "C" 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 Commission; in order to assure an efficient and uninterrupted transit service to the public.

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

Section 2. Continuity of Service to the Public

The parties agree to the following provisions as required by the Labour Relations Act, 1950:

The Union is recognized as the exclusive bargaining agent of the employees in the occupational classifications listed under Schedule "C" of this Agreement.

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 Commission's service to the public, and further agrees that if such action arises the officers of Local 2 will take all means to have the defaulting employees return 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 as defined therein.

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

Section 3. Employee's Representatives

For the purpose of discussing and conferring with respect to any matter which concerns the employer-employee relationship, duly authorized representatives of the Commission shall meet at any reasonable time with the regularly elected officers of the Union, who must be active members thereof, or a duly appointed committee of members of the Union, who may be accompanied by technical advisers. The Union must apply in writing to the Superintendent five (5) working days in advance when such a meeting is requested by them.

In order to promote and maintain a co-operative relationship, management and union agree to work together in the operation of the Union-Management Consultation Committee and the Senior Union/Management Labour Relations Committee.

Up to two representatives from the Union who are required during their normal working hours to meet with representatives of the Commission concerning a grievance or union business, other than negotiation of a new Agreement, shall not suffer any loss of pay. In meetings dealing with serious issues, requests for a third or fourth representative from the Union shall not be unreasonably withheld by the Commission.

The Commission shall provide up to a maximum of twenty (20) paid days per year for Local 2 Executive Representatives absent on leave to participate in Union business. For all additional days, with the sole exception of attending at negotiations with the Commission for the

renewal of the Collective Agreement, the Commission agrees to continue the normal pay of Local 2 representatives for such leave and will bill Local 2 for such wages and all applicable benefits and the contributions by the Commission to the Pension Fund Society for such wages. In addition to the 20 days set out above, the Commission will provide up to five (5) Union Executive Representatives with normal pay to negotiate the renewal of the Collective Agreement while at the hotel. In all cases of such leave, the Union must provide written request to the General Superintendent, five (5) business days in advance other than emergencies.

The Commission will also provide a similar pay/billing arrangement when members are granted leave without pay for four hours or more for other union business.

Whenever practical, the President, Vice President and Health & Safety Designate will be classed as day workers with weekends off during their entire term of office, so long as all three are not employees from the same cost centre.

Section 4. Conditions for Union Shop and Checkoff

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

All new employees, including apprentices in classifications set out in Schedule "C" must become members of the Union immediately upon commencement of such employment.

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

All employees seeking admission shall be admitted by the Union, subject to Union Constitution and By-laws, and the Commission

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

The Union shall not, in any way, interfere with or limit the right of the Commission to discharge or discipline its employees for sufficient and just cause, provided the employee has the right of the grievance procedure as hereinafter provided.

The Commission agrees to checkoff and remit to the Treasurer of the Union monthly from the pay of each employee in the classifications covered by this Agreement, who is a member of the Union, all initiation fees and dues and such assessments (assessments include arrears of dues) as may be assessed against such member.

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

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

Section 5. Management and Discipline

Except as otherwise provided in this Agreement, the management, supervision and control of the Commission's operations and the direction of the working force remains an exclusive Management function. This right of Management includes among other things and without restricting the foregoing such functions as: The right to plan, schedule, direct and control operations; to study or introduce new or improved methods, equipment or facilities; to maintain or establish new or improved rules and regulations covering the operation of the system; to hire, rehire, promote, demote, assign and lay off and transfer employees; and to discharge, suspend, or otherwise discipline employees for just cause, provided that newly hired employees who have not completed their probationary period may be dismissed by the Commission for any reason satisfactory to the Commission, and the right of a probationary employee to grieve or otherwise challenge such dismissal shall be only as contained in Article 1, Section 7 of this agreement and no further. In no case shall the exercise of the above responsibilities of Management be contrary to any of the terms and conditions of this Agreement. In the normal handling of discipline cases, the discipline record of an employee shall not, under normal circumstances, be considered beyond the previous two years. All disciplinary records for any period between two to five years will only be relied on when the alleged misconduct would not fall within normal circumstances. All discipline records will not be retained after such period as prescribed by law.

Where an employee's record and/or performance is not satisfactory to the supervisor, the details of the case will be reviewed with the appropriate Union representative in advance of disciplinary action being taken for the above stated reasons. Under normal circumstances it is not the Commission's intention to use bar coding records for disciplinary purposes.

Employees may, twice during a calendar year, inspect their own departmental discipline record. Employees must advise their supervisor in writing of their request to inspect their record. The inspection

will be arranged at a mutually agreeable time between the employee and the supervisor.

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 been reduced to writing and executed by the parties.

The Union agrees to exert every effort and to co-operate with the Commission to keep the need for disciplining employees to a minimum.

Violations of rules and regulations shall constitute just cause for discipline.

Each case shall be dealt with according to the following principles:

Minor Cases

Employees shall be warned or re-instructed if necessary. A series of minor cases shall be considered a serious case.

Serious Cases

Bearing in mind the safety, convenience, courtesy and standard of conduct required in the operation of the service, serious cases shall include among other things without restricting the generality of the foregoing, destruction of property, habitually reporting late, causing an accident through carelessness or neglect, gross negligence of any kind, absence without leave, or abusing privilege of employee's free transportation.

The penalty for serious cases shall be discharge from the Commission's service or such other and lesser form of discipline as the Commission may impose.

However, should a regular employee be discharged and the dismissal be confirmed under this Section and the Union consider that it was

for insufficient cause, then the Union may present the case as a grievance commencing with Step 2. Notice of such appeal must be made in writing within four working days of the date of confirmation of such discharge.

Major Cases

Any discharge imposed among other things for drunkenness, drinking intoxicants while on duty or on Commission property, for working under the influence of liquor or drugs, the commission of graffiti or scratchiti or a violation of human rights if proved to the satisfaction of representatives of the Union and the Commission shall not be subject to appeal beyond Step 4 of the Grievance Procedure.

Any discharge imposed among other things for breach of trust, dishonesty, theft, sleeping on duty or conviction of a criminal offense, causing an accident through carelessness or violation of safety rules and procedures if proved to the satisfaction of representatives of the Union and the Commission shall be subject to appeal as outlined in the Grievance Procedure.

Section 6. Complaints and Grievances

It is the mutual desire of the parties hereto that complaints and grievances of employees shall be adjusted as quickly as possible. It is understood that a complaint does not become a grievance until the employee has first given the supervisory force an opportunity to adjust this complaint.

Grievance Procedure

A grievance shall be any complaint arising from the interpretation, application, administration, or alleged violation of the Agreement. The grievance shall clearly set forth the matter complained of and the remedy sought to resolve the grievance.

All grievances and replies must be in writing (Step 1 excepted) seven (7) working days after the grievor has become aware of the facts.

**SIGNALS/ELECTRICAL/COMMUNICATIONS
DEPARTMENT**

Step 1—Appeal to Supervisor

- Step 1. Employees having a complaint may with, or without their Steward, take the matter to their Supervisor.

The Supervisor shall answer the complaint within four working days after it has been brought to his or her attention.

Step 2—Appeal to Superintendent

- Step 2. If the reply of the Supervisor is not acceptable, the matter will be reduced in writing, and submitted by the Union, to the Superintendent within four working days after the Supervisor has answered the complaint.

The Superintendent shall render a decision within four working days after receipt of the grievance from the Union. If the reply of the Superintendent is not acceptable, the grievance may, within four working days from receipt of such reply, be referred by the Union to Step 3.

Step 3—Appeal to General Superintendent

- Step 3. Within seven working days after the General Superintendent has received the grievance, the General Superintendent shall meet with up to two representatives from the Union. Either party may request the presence of the grievor at this meeting. Every effort shall be made by the parties to resolve the grievance at this meeting. In any event the General Superintendent shall render a decision to the Chairperson of the Union Committee within five working days following the meeting.

Step 4—Appeal to Deputy General Manager

Step 4. Should the decision of the General Superintendent be unacceptable, then the Chairperson of the Union Committee shall submit the grievance to a designated representative of the Deputy General Manager within four working days after receiving the General Superintendent's decision. The Deputy General Manager or designated representative, shall meet with the Union Committee within seven working days after the referral of the grievance. A full time representative of the Union may assist the Union Committee at this meeting. Deputy General Manager or designated representative shall render a decision to the Chairperson of the Union Committee within seven working days from the date the meeting takes place.

MATERIALS AND PROCUREMENT DEPARTMENT

Step 1 – Appeal to Superintendent

Step 1 Employees having a complaint may with, or without their Steward, take the matter to their Superintendent.

The Superintendent shall answer the complaint within four working days after it has been brought to his or her attention.

Step 2 - Appeal to Chief Storekeeper

Step 2 If the reply of the Superintendent is not acceptable, the matter will be reduced in writing, and submitted by the Union, to the Chief Storekeeper within four working days after the Superintendent has answered the complaint.

The Chief Storekeeper shall render a decision within four working days after receipt of the grievance from the Union. If the reply of the Chief Storekeeper is not acceptable, the

grievance may, within four working days from receipt of such reply, be referred by the Union to Step 3.

Step 3 - Appeal to Manager – Materials and Procurement

Step 3 Within seven working days after the Manager – Materials and Procurement has received the grievance, the Manager – Materials and Procurement shall meet with up to two representatives from the Union. Either party may request the presence of the grievor at this meeting. Every effort shall be made by the parties to resolve the grievance at this meeting. In any event the Manager – Materials and Procurement shall render a decision to the Chairperson of the Union Committee within five working days following the meeting.

Step 4 - Appeal to Executive Director – Human Resources

Step 4 Should the decision of the Manager – Materials and Procurement be unacceptable, then the Chairperson of the Union Committee shall submit the grievance to the Executive Director – Human Resources within four working days after receiving the Manager – Materials and Procurement's decision. The Executive Director – Human Resources or designated representative, shall meet with the Union Committee within seven working days after the referral of the grievance. A full time representative of the Union may assist the Union Committee at this meeting. Executive Director – Human Resources or designated representative shall render a decision to the Chairperson of the Union Committee within seven working days from the date the meeting takes place.

Arbitration

Step 5. If the answer of the Deputy General Manager, or designated representative, or Executive Director – Human Resources, or designated representative is not satisfactory to the Union,

within 20 working days after receipt of a decision from the Deputy General Manager, or designated representative, or Executive Director – Human Resources or designated representative the matter may be referred to a Board of Arbitration as herein provided.

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 arbitrable as provided herein shall notify the other in writing and simultaneously with such notice shall submit in writing the name and address of its arbitrator. Within five working days thereafter the party upon whom the demand for arbitration has been made shall submit to the other party in writing, the name and address of its arbitrator. The two arbitrators thus chosen shall select within one week thereafter a third and impartial arbitrator who shall be Chairperson of the Board of Arbitration. In the event of the two chosen arbitrators failing to agree upon the Chairperson, the Minister of Labour for the Province of Ontario shall be asked to select a Chairperson.

The Board of Arbitration thus composed shall immediately organize and proceed to hear and determine the matter at issue. The written decision of the Board shall be final and binding upon the parties thereto but in no case shall the Board be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify, add to or amend any part of this Agreement.

The compensation of the arbitrators and the expenses of the Board shall be met by each party paying its arbitrator and by dividing the compensation of the third arbitrator and other legitimate expenses equally between the parties.

In the alternative to the foregoing, the parties may, in writing, agree that the matter may 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. Where a sole arbitrator is selected or appointed as aforesaid, the sole arbitrator shall have the same powers as a Board of Arbitration under this Agreement, and the arbitrator's compensation and legitimate expenses shall be divided equally between the parties.

General Grievance Provisions

If the Union has a general policy grievance, it shall be initiated by the President of the Union and forwarded to the Executive Director - Human Resources or designate who will respond to the grievance within 10 working days of its receipt.

If the Commission has a grievance, it shall be taken up with the President of the Union and the Executive Director - Human Resources and if not settled satisfactorily, the grievance may proceed to Arbitration as provided in step 5 above.

A decision with respect to any complaint or grievance which at any stage is mutually satisfactory to the Union and the Commission shall be final and binding upon the Union, the Commission 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 during the period of this Agreement.

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 Supervisor.

Section 7. Probationary Period

New employees until they have completed ten months' continuous service with the Commission shall be considered as on probation. If an employee changes sections during his or her initial ten month probationary period, the employee will be on probation for eight months in addition to the time spent on probation to the date of the

change. During the probationary period their progress shall be reviewed with them periodically, and the Union and the Commission shall co-operate in providing guidance and assistance to them in adapting themselves to such new work and conditions as may be involved.

If a probationary employee's services are proving unsatisfactory, the case shall be discussed with the Union in advance of release from the service. Should a review show that the joint efforts of the parties hereto have failed then the employee shall be released from the service.

Such release is not subject to appeal beyond Step 3 of the Grievance Procedure. Employees who have had their probationary period extended shall be denied all step rate increases until they have successfully completed their probationary period.

Section 8. Basic Wages and Wage Re-opener

The wage rates, wage groups and occupational classifications shall be as set forth in Schedules "A", "A-1", "A-2", "A-3", "A-4", "A-5", "B", "B-1", "B-2" and "C" to this Agreement and they shall continue for the life of this Agreement except as in this section otherwise provided.

Wage Re-opener

The parties agree that if the Consumer Price Index (Toronto, all items) (CPI-T) shall, during the term of this Agreement, increase by 6.25%, or more, above the level of the CPI-T as of March, 1992, the Union may notify the T.T.C. of its desire to renegotiate the wage rates in the Collective Agreement (Notice to Renegotiate).

The date from and after which the Notice to Renegotiate may be delivered, shall be the 25th day of the month next following the month in which the CPI-T increased by 6.25%, or more, above the March, 1992, CPI-T, and the parties shall meet and commence bargaining in good faith within ten (10) days next following delivery of Notice to Renegotiate.

If no agreement is reached within twenty (20) days next following the date upon which the Notice to Renegotiate is delivered (the triggering date), this Collective Agreement shall, notwithstanding the expiration date herein provided, terminate on the earlier of the expiration of thirty (30) days next following the triggering date, or March 31, 1993.

At any time after the triggering date either party may apply to the Minister of Labour, pursuant to the Labour Relations Act, for the appointment of a Conciliation Officer, and the other party shall not oppose such Application, and the Notice to Renegotiate shall be deemed to be Notice to Bargain to renew the Collective Agreement given pursuant to Section 53 of such Act.

Cost of Living

If the rate of inflation in the 12 months ending March, 2002, as reflected in the percentage change in CPI—Canada from April 2001 to March 2002, exceeds 6%, then a percentage cost of living increase equal to the percentage greater than 6% (i.e. .5% if inflation is 6.5%) at .1% intervals, up to a max of 1% will be provided to all employees. The 1% will not be incorporated into base rates of pay and will be paid as a lump sum. Such payment will be paid no later than 90 days following the expiration of the collective agreement.

It is recognized that changing conditions may from time to time through job re-evaluation be sufficient for jobs to be classified in higher or lower wage groups. This may be due to new methods, new machines, new occupations, new working conditions, etc. In such cases, the procedure to be followed will be in accordance with the Wage Administration Policy as now agreed upon and as it may be adjusted or modified when mutually agreed upon.

Section 9. Vacations

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

Two Weeks' Vacation

To employees after completing one year of service.

Three Weeks' Vacation

To employees commencing with the regular vacation period in the year in which their second anniversary falls.

Four Weeks' Vacation

To employees commencing with the regular vacation period in the year in which their ninth anniversary falls.

Five Weeks' Vacation

To employees commencing with the regular vacation period in the year in which their 17th anniversary falls.

Six Weeks' Vacation

To employees commencing with the regular vacation period in the year in which their 23rd anniversary falls, effective January 1, 1990.

With respect to the Compressed Work Week the above entitlement will be based on a 40-hour week.

Eligibility

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

Employees who resign from the service or who are discharged for cause prior to the vacation period they have selected, shall be given vacation pay as required by statute. However, the full vacation pay applicable in each case shall be allowed to employees who retire on pension, or who resign after completing ten years' service and in the case of death to the deceased employee's estate. Vacation pay shall be based on —

EITHER:

The regular hours worked per week for each occupational classification, and at the basic rates of pay in effect when the vacation is taken;

OR:

The average weekly earnings (excluding pay for volunteer overtime) during the previous calendar year, whichever is greater. These average weekly earnings shall be based on the number of weeks and the earnings in the taxation year.

Vacation Pay In Advance

Employees who request their vacation pay before leaving on vacation shall receive 75% of their normal pay for the period involved providing their regular deductions are less than 25% of normal pay. Requests for advance vacation pay must be made in writing and forwarded to Finance Branch through the employee's Supervisor, at least three weeks ahead of commencement of vacation.

Vacation Selection

Vacations may be taken at any time throughout the entire year, as agreed with the General Superintendent.

The following regulations will apply:

1. No more than three consecutive weeks will be permitted during July or August, except when an employee's services can be spared and the normal vacation selection of other employees is not adversely affected.
2. The maximum number of employees will be allowed off at any one time consistent with the minimum coverage required as established by the Commission. Minimum coverage for each work group will be determined after consultation with the Union immediately prior to the vacation selection period.

3. Choice of vacation selection shall be on the basis of a system of rotation within each group. This means that the senior employee according to Signals/Electrical/Communications Department seniority will have first choice starting in 1960 but next year will drop to the bottom of the list and the second senior employee will move up to first choice.

Where two or more employees in each group have unrestricted selection, they drop to the bottom of the list and invert their position for following selections.

4. In the event of upgrading, employees will assume their position for vacation selection in the group at the bottom of the grouping.
5. If conflict of these regulations is experienced as a result of job posting transfer then reselection of vacation will be made.
6. Vacation selections shall commence the first week in January and must be completed by March 31st.

Original vacation selections may only be changed on approval of the Supervisor.

7. To avoid unreasonable delays a maximum of 3 normal work days shall be allowed to employees in which to make their holiday selection.
8. Employees absent through covered illness or injury and entitled to sick benefits in November and December and who have unused vacation or holiday entitlement, will be required to use up their entitlement before the end of the year. Such employees who have been forced onto vacation will receive holiday pay for holidays listed in paragraph 1 of Section 10 to which they are entitled that occur during the forced vacation.
9. An employee who suffers an illness or injury that requires hospitalization of two (2) work days during a scheduled vacation

period of at least one week, will upon proper proof of such hospitalization and compliance with all other SBA provision, be entitled to claim SBA benefits in lieu of vacation pay. The employee shall then be entitled to reschedule the vacation subject to the approval of their supervisor. The Commission will consider an employee's request to re-schedule vacation due to illness if it does not meet the above requirement. Any rescheduled vacation must be utilized in the year it was granted.

10. No select later will be permitted. If selection is not made during the required period then the Supervisor involved shall make the selection.
11. Any request for vacation between January 1st and March 31st must be in writing to the Supervisor.
12. Employees may select up to two weeks (80 hours) of vacation in single days as referenced in the established single day guidelines. Guidelines may be changed through the mutual consent of the parties. The second week of single days must be taken outside the Summer and Christmas vacation periods.

Effective January 1, 2003, employees may select up to twelve (12) single days per year no matter how incurred such as vacation days, work on holiday, lieu time and individually selected holidays (floaters). Eight of the single days will be governed by the Guidelines for Single Day Vacations for Hourly Rated employees of Signal/Electrical/Communications Department, Local 2. The remaining four (4) days will be governed by the regulations governing individually selected holidays.

Deferred Vacation

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

1. Only full week portions may be deferred.
2. The employee's services can be spared.

3. Such selections do not interfere with the vacation selections of other employees.
4. The employee takes the two full vacation periods consecutively with no portioning. Exceptions to this procedure will be allowed if there are open vacation weeks available that are agreed to by the Department.
5. The vacation periods are taken outside of the summer months. Exceptions to this procedure will be allowed if there are open vacation weeks available that are agreed to by the Department.
6. No previous deferment has been granted in the preceding three calendar years.

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

Section 10. Statutory and Designated Holidays

Statutory and designated holidays for employees covered by this Agreement shall be two individually selected holidays in each contract year as per regulations detailed below and the days on which the following holidays are observed by the Commission: 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 Commission. Effective January 1, 1990, student employees are not eligible for the two individually selected holidays. The Commission maintains its right to observe a public holiday on a day different than the actual holiday date.

If the appropriate governmental authority provides an additional paid statutory holiday during the term of this Agreement for the employees covered by this Agreement and the legislation compels the observance of this holiday over and above the agreed number of statutory and designated holidays, the Statutory and Designated

Holidays Section of Article 1 will be amended to provide such holiday.

The following regulations govern the individually selected holidays:

1. Selection must be made at least ten (10) days in advance of the date the holiday is to be taken.
2. Regulations relating to vacation relief as outlined in Article 1 Section 18 Day's Work and Week's Work shall apply.
3. Such selection date must be satisfactory to the employee's General Superintendent.
4. Selected dates must not be attached to vacation periods or statutory holiday weekends except when mutually satisfactory to both parties.
5. Once the date has been set it will only be changed by mutual consent.
6. Employees may not select an individual holiday on a statutory holiday when they are required to work.
7. Effective with the 1992 Vacation Entitlement, employees must take their individual holidays during the calendar year in which they are earned. Early selection will be considered.

The following guidelines will apply for early selection of Christmas, Boxing Day, and New Year's Day Statutory Holidays:

1. Early selection of Lieu days for the above Statutory and Designated Holidays will only be considered when the selected Lieu day is within 30 days in advance of the day being earned.

2. Christmas and Boxing Day Statutory Holidays may be carried over to the following year. However, in doing so, these holidays must be utilized prior to March 31st of that year.
3. Should employees fail to earn the Lieu day taken early, appropriate deductions will be made in the following pay period.

Holiday pay shall be allowed to employees who do not work on a statutory or designated holiday provided they work upon their last working day preceding such holiday and upon their first working day following such holiday.

Holiday pay shall be paid at the employee's basic rate for the number of hours per day normally worked.

When a holiday is observed on an employee's off day, the employee shall be allowed holiday pay, or allowed to select a lieu day.

When a holiday is observed within an employee's vacation period the employee shall be allowed holiday pay in addition to vacation pay or allowed to select a lieu day.

Selection of lieu days will be governed by the regulations for individually selected holidays. Lieu days can only be taken after they are earned.

When an employee chooses to take a lieu day under any circumstances, pay for that lieu day is governed by the same rules concerning pay for statutory holidays. The lieu day is for that employee, in effect a statutory holiday.

Holiday pay shall be allowed if employees are absent before or after but not before and after the holiday due to illness, injury (including occupational injury) or if they have been granted approved leave. Medical certificates must be furnished to support absences due to illness or injury.

Employees on an extended leave of absence which is an absence in excess of five consecutive work days, are not entitled to statutory holiday pay for a holiday occurring during such absence.

Employees become ineligible for any of the above holidays if they have been absent 30 continuous calendar days or more (excluding vacation) immediately prior to the individually selected holiday or the dates when the other statutory or designated holidays are observed by the Commission.

Employees are disqualified from receiving holiday pay if they are absent from work without permission immediately prior to or following a statutory or designated holiday.

New temporary employees do not qualify for statutory or designated holiday pay until after their first 30 days of employment.

Pay for single day vacation will be calculated in accordance with the above.

Work On A Holiday

Holiday work is any work done between the hours of 11:30 p.m. the evening prior to the holiday and 11:30 p.m. of the day on which any holiday occurs.

Employees who are scheduled to work on the actual public holiday shall be paid holiday pay, and in addition shall be paid for each hour actually worked on that day at time and one-half the total rate applicable.

Employees who are called out, for emergency work, on the actual public holiday shall be paid at the rate of double time for all hours worked.

Employees who are compelled to work on the actual public holiday which is also one of their normal off days are to be paid holiday pay, and in addition are to be paid for each hour actually worked at twice

the rate applicable, except when off days are changed due to vacation relief.

Religious Holiday Accommodation

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

An employee shall be entitled to request to work on one or both legislated religious holidays (i.e. Christmas Day and Good Friday), so long as the holiday falls on a normal working day for the employee and meaningful work is available for the employee to perform. In exchange the employee will be permitted time off with pay for an equivalent number of other religious holidays.

Section 11. Pensions

All employees if eligible must become members of the Toronto Transit Commission Pension Fund Society after six months of continuous service.

Actuarial and investment counsel's fees shall be paid from the funds of the Society, to which the members and the Commission shall contribute equally.

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

The Commission 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 July 1, 2005.

Members of the T.T.C. Pension Fund Society who were hired prior to December 31, 1963, are entitled to a supplementary pension of \$200.04 per annum upon retirement until age 70.

Members are eligible to receive the supplementary pension upon retirement, or upon reaching age 65 if they retire earlier than that age. The supplementary pension is paid until age 70 is reached.

The Commission shall contribute the amounts required to cover the cost resulting from the introduction of unreduced pensions after 29 years of service, as provided in Pension Fund Society By Law number 7 dated July 1, 2005.

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

In recognition of not having participated in the civic employees' pension contribution holidays, bargaining unit members will receive an adjustment in the form of a transit allowance. The transit allowance will be paid as a lump sum payment less the applicable statutory deductions for each bargaining unit member as follows:

January 1, 2006 - \$200.00;

January 1, 2007 - \$200.00; and

January 1, 2008 - \$200.00.

Section 12. Group Insurance

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

The cost of group life insurance and accidental death and dismemberment insurance is shared on an equal basis by the Commission and the employees. The benefits and coverage are as set out in the Master Policies.

Accidental death and dismemberment shall be provided to all regular employees on the first of the month following completion of six months' continuous service, the cost of which will be shared on an equal basis between the employee and the Commission. Effective April 1, 2008 Accidental Death & Dismemberment will increase from \$25,000 to two times annual basic salary for employees actively at work.

Effective January 1, 2010, the Basic Group Life insurance will increase from the current \$35,000 to basic annual salary for employees actively at work. Effective January 1, 2011, the Basic Group Life Insurance will increase to two times basic salary for employees actively at work. Effective July 1, 2008, a death in the line of duty benefit will be provided to regular employees. The amount of this benefit will be four times basic annual salary. The cost will be 100% Commission paid. There is no entitlement to both this coverage and the coverage set out under the Accidental Death & Dismemberment Plan.

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

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

Temporary employees are not eligible to participate in the plan.

Section 13. Health Services

The Commission agrees to pay on behalf of regular employees (and on behalf of new regular employees on the first of the month following completion of six months' continuous service) 100% of the total contributions required for the following coverages:

- (a) Ontario Health Insurance Plan (O.H.I.P.)
- (b) Comprehensive Medical Protection Plan (C.M.P.) providing a level of benefits equal to CUMBA (C.M.P.) including \$300.00 every two years from the last date of purchase for eye glasses, and a maximum of \$1,000.00 per employee and per dependent per calendar year for hearing aids.
- (c) Comprehensive Medical Plan (C.M.P.) providing a "Card System" which requires the "Card" users to reimburse the pharmacist \$1.00 for each separate prescription drug (CUMBA-Formulary 1 i.e. Drugs requiring a written prescription by law in Ontario).

New employees must by law join the O.H.I.P. plan from the first of the month following their employment. Optional coverage in the C.M.P. plan is available to new regular employees from the first of the month following their employment and enrollment is compulsory after six months of continuous employment.

Employees, during their initial six-month period of employment, assume the full cost of contributions required by these various health services.

Health services 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.

Effective January 1, 1988, employees are required to notify the Commission within 60 days of any change affecting premiums payable for the above-mentioned benefits in order that premiums payable can be changed. Examples of relevant changes include: marital

status, number of dependants and spouse reaching age 65. Any employee, for whom the Commission is paying premiums for health services specified in this Section, who fails to so notify the Commission shall be responsible for any extra cost incurred by the Commission as a result, and such extra cost shall be deducted from that employee's pay.

Dental Plan

The Commission agrees to pay on behalf of regular active employees on the first of the month following completion of six months' continuous service a Dental Plan having a level of benefits equal to the:

CUMBA Red Plan — Preventative Services — 100% payment of eligible expenses plus;

CUMBA Rider #1 — Periodontal and Endodontic Services — 100% payment of eligible expenses plus;

CUMBA Rider #2 — Prosthetic Services — 50% payment of eligible expenses plus;

CUMBA Rider #3 — Orthodontic Services — 50% payment of eligible expenses up to \$3,000 lifetime maximum for each dependent child plus;

Effective January 1, 2009 – 50% payment of eligible expenses up to \$4,000 lifetime maximum per employee and dependent plus;

CUMBA Rider #4A — Major Restorative Services — 50% payment of eligible expenses which includes Fixed Bridgework to a maximum of \$1,000 (per person) every twelve consecutive months.

Effective January 1, 2009 – 50% payment of eligible expenses up to \$2,500 maximum per person every twelve consecutive months.

This coverage will also be provided to Total Disability Pensioners at a premium cost consistent with other benefit costs applicable to Total Disability Pensioners.

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

Terms and conditions of these benefits will be as set out in the Master Agreement with the carrier company or companies.

In the event that a government dental plan is introduced that would replace some or all of the benefits of the Plan agreed upon herein, such government plan will be integrated with the T.T.C. Plan. The resultant reduction in the premium, if any, will be retained by the Commission. To avoid duplication of benefits the dental benefits provided herein will be co-ordinated with the other Commission benefit plans that may provide dental coverage.

Effective January 1, 2003, the Commission 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.

Section 14. Sickness

Any employee off duty on account of illness or injury may be required to produce a doctor's certificate indicating date(s) of all clinical assessments, current medical restrictions and fitness to resume (or not resume) to regular or alternate duties. For non-occupational injury or illness of 15 consecutive work days or more or when returning to work with medical restrictions after a non-occupational injury or illness of any length of time, the employee must submit written authorization from their physician to the Health Services Section prior to the return to work date providing the above information. The employee may be required to visit the Health Services Section for a Return To Work health assessment.

To be eligible for SBA benefits, an employee will not be required to provide a medical note for the first five days of absence in each calendar year for sickness or injury.

From April 22, 2005 until December 31, 2005, all bargaining unit members will not be required to provide a medical note for the first three days of absence for sickness or injury within that period.

The Commission will delete SBA By-law no. 4 which states “[f]or the third and subsequent incidents of illness in a calendar year, the first day will be deducted”.

Employees required to report to the Health Services Section for a periodic health assessment will have any loss of pay made up. Should a dispute arise between the employee’s physician and the Health Services 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 Commission 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 Health Service’s original decision, the employee shall guarantee the payment of the consultant’s fee. Should the original decision of the Health Services be revised, the Commission shall pay the consultant’s fee. Should the Health Service’s original decision be sustained, the consultant’s fee shall be paid by the employee.

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

Should the independent medical consultant’s decision remain in dispute concerning the employee’s fitness for duties, no medical evi-

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

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

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

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

Sick Benefits

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

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

Applications for SBA benefits will be made on the appropriate form within 60 calendar days of the first day of the absence. If an employee cannot make an application within 60 calendar days, he or she may appeal to the SBA Board.

The Commission pays the full cost of sick benefits.

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

WSIB Applications and SBA Advance

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

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

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

WSIB Top-Up

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

To determine entitlement to the top-up, to assist the parties to meet their duty to accommodate and to address other related issues that may arise, the Commission and the Union will form a panel known as the WSIB Review Board. Each party will be represented by three members who will each have one vote. The Board will meet monthly or more frequently if mutually agreed. The process and

procedures of the Board will be determined by the Board. If the Board is unable to determine entitlement, the issue will be mediated or arbitrated in accordance with an expedited process to be determined by the Board.

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

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

Long Term Disability Benefit

The parties agree to provide all employees on Long Term Disability, Benefits in accordance with the Letter of Understanding dated September 23, 1987.

Effective January 1, 2011 the LTD benefit monthly cap increases from \$2,500 to \$2,550 for claimants who complete the qualifying period on or after January 1, 2001. In addition, the disability benefit to recipients whose Long Term Disability Benefits are based on wage rates in effect prior to December 31, 2010, shall be increased by \$50.00 per month, not to exceed the plan maximum of \$2,550 per month.

Disability Management Program

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

To support this commitment, the Commission and the Union agree to work together to establish processes which allow for the identification of rehabilitation opportunities and the successful re-integration

of employees into the workplace. Local 2 will be consulted of the movement of employees within the term of this Program. Any disputes arising from the administration of the Program will be addressed through the Management/Union Objectives process. It is agreed that when opportunities for rehabilitation have been identified, Health Services 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.

Section 14.2. 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 Commission for the day of the injury.

In the event that an active CUPE Local 2 Union member dies as a result of a workplace incident, while performing his or her duties at the Commission, the General Superintendent will, upon request, endeavor to provide paid leave of absence to as many Union members as the General Superintendent can spare to attend the deceased Union member's funeral service.

Section 15. Bereavement Pay

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

Only for the purpose of determining eligibility for bereavement leave, 'spouse' shall include a common law spouse or same sex-partner where the employee had, prior to the bereavement, resided with the common law spouse or same sex partner and had formally

recorded with the Commission that the employee considered that person to be his/her spouse or partner. For example, the employee had named the person as a spouse or partner eligible for some benefit.

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

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

Serious consideration will be given to applications for bereavement leave which include the day of death or the funeral and/or more than three days in total, but employees will not be entitled to more days of *paid* bereavement leave than they are entitled to under the above terms.

Upon application and approval by the General Superintendent, the President of the Union or designate will be permitted up to one day paid leave of absence to attend the funeral of Union members or retired Union members.

Section 16. Leave of Absence

Employees, upon application in writing, shall be granted leave of absence for a reasonable period, normally not to exceed three months, provided their services can be spared.

Employees are required to use all Floater Days before starting any leave of absence that may have been granted.

Employees will be entitled to unpaid pregnancy leave and parental leave in accordance with the provisions of the Employment Standards Act.

Female employees who have completed one year of continuous service, will upon application be granted leave for one day with pay on the day immediately prior to the commencement of their pregnancy leave.

Leave of absence without loss of pay will be granted to employees seeking Canadian Citizenship when they must be absent from work to appear before:

- (a) a Citizenship Officer to process their application
- (b) a Citizenship Judge to assess their qualifications
- (c) a Citizenship Judge to swear the oath of allegiance.

Normally each absence will not exceed a half day.

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

Failure to report for work when such leave expires shall constitute sufficient cause for discharge from the Commission's service. However, a reasonable extension of leave may be granted upon application.

Employees elected to an office in the Union shall be granted leave of absence upon written application to the General Superintendent for the period they are so acting. Upon retirement from said office, they shall be given their former employment and seniority, provided they are qualified after they have received the normal training required to fill such a position at the time of reinstatement.

Employees will be allowed the necessary time off with pay at their basic rate, to write the examination required by the Ontario Ministry

of Colleges and Universities, to obtain a Certificate of Qualification in their trade.

Effective January 1, 1990, all male employees who have completed one year of continuous service may, upon application, be granted leave for one day with pay to attend the birth of his child or to attend the homecoming of the mother and child. Such leave should, wherever possible be pre-arranged, and is granted only when the birth or the homecoming falls on a day which is considered to be a regular work day for the employee.

Effective January 1, 1990, all employees who have completed one year of continuous service may, upon application be granted two days leave of absence per year, with pay, for the purpose of adopting a child. Such leave should wherever possible be pre-arranged and approved by the employee's supervisor.

Section 17. Jury Duty and Court Appearances

Employees called for jury duty or as witnesses for the Commission or the Crown are to be granted time off from work for such purposes.

Employees reporting for such duty and who are subsequently released must return to work and complete their regular shift if time so permits.

While employees are required for jury duty or as a witness as outlined above, they will automatically be classed as a day worker with Saturday and Sunday as off days in order to fit in with the requirements of the courts.

The Commission agrees to make up the difference between the jury pay actually earned by the employee or the witness fees received and the employee's basic T.T.C. pay which would have been received during the period. Expense and travel allowances are to be retained by the employee and not taken into account in calculating lost pay entitlement.

Section 18. Day's Work and Week's Work

It is recognized that the business of the Commission is continuous to the extent that it must be ready to serve its customers at any and all hours for each and every day. In the Signals/Electrical/Communications Department, the work day commences at 11:30 p.m. on the previous calendar day and ends 24 hours later.

It is also recognized that this continuous service requires the attention of shift employees who relieve each other in such a way that there will, at all times, be on duty one or more employees to deal with these features of continuous service requiring attention from time to time. Such change of shift notice shall be made on an Approved Change of Shift Form and acknowledged by both parties.

The daily hours of work shall be as set out in the Code of Practice (Article 3) but normally there shall be an eight-hour work day and a five-day week.

In general, revolving shifts shall be worked between the following hours:

- 7:30 a.m. to 3:30 p.m. — Morning Shift
- 3:30 p.m. to 11:30 p.m. — Afternoon Shift
- 11:30 p.m. to 7:30 a.m. — Night Shift

In general, day hours shall be from 7:30 a.m. to 4:00 p.m. with the lunch period from 11:30 a.m. to 12:00 noon.

When an unexpected vacancy occurs on a shift, the comparable employee on the preceding shift shall work both his or her own and the vacant shift. If such an employee requests relief, the foreperson shall make every reasonable effort to obtain a relief.

Employees, when comprising one of the three weekly revolving shifts covering the 24-hour day, shall be permitted a maximum of 20 minutes per shift for meal time. Effective September 13, 2005, employees working these revolving shifts shall be given an eating period of 30 minutes with pay. When convenient, Line Crews may use suitable Commission properties for lunch.

All employees shall be allowed a ten-minute rest period in both the first and second half of a shift and a five-minute paid wash-up time before lunch period and before quitting time.

When the work requires a change of shift for a particular group it is highly desirable that 40 hours' advance notice of the change be given prior to a change to a new shift, and 24 hours' notice prior to returning to the original shift. If such notice is not given, normal overtime premium shall prevail for the first shift, unless change of shift is necessitated by a Union request.

When an employee's off day is changed due to vacation relief, no overtime or other premium shall be paid unless more than five days are worked in the same period, except when over eight hours are worked in any day or when 16 consecutive hours are worked.

Section 19. Overtime

Overtime shall be paid as set out below to employees covered by this Agreement after eight hours' actual work have been completed, at the basic rate applicable.

When employees work after their normal finishing time or before their normal starting time, they shall be paid double time for all such additional hours worked.

Effective July 1, 1999, employees who have worked at least an eight hour overtime shift shall have the option of selecting one-half of the total hours paid as lieu instead of payment. Employees who are scheduled to work on a public holiday will have the option of selecting the eight hours of statutory holiday pay as lieu time, instead of payment. This is subject to a maximum of forty hours per year. Should the employee select this option, the remaining hours will be paid at the regular straight-time rate of pay. Lieu hours must be taken in full days and must be taken no later than March 31 of the following year.

When a shift employee is replaced by using two other employees, the employee who continues at work for part of this replacement shift shall be paid at the rate of double time of the basic rate from the time of finishing the regular shift to the time finishing the replacement shift. When employees are called in before their regular shift commences, they shall receive double time for all work on the replacement shift until they commence their regular shift. In no event shall the overtime paid for such a replacement shift be greater than eight hours at double time of their basic rate.

If employees are called out for emergency work four hours or more after their normal finishing time and continue to work on the emergency work double time at their basic rate shall be paid for all hours worked until their normal starting time. This does not apply when an employee works a 12-hour shift to relieve another employee. When the Commission permits employees to change shifts at their own request no overtime shall be allowed.

The parties shall establish written procedures in each section governing the distribution and assignment of overtime. These procedures shall serve as a guide for the foreperson when it is necessary to arrange for overtime. The Commission shall not be liable for the payment of overtime to any employee for time not actually worked unless the Union can show that the foreperson did not make a sincere effort to follow these practices.

Section 20. Sunday and Off-Day Premiums

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

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

Double time at the basic rate shall be paid for work on an employee's normal off days.

Section 21. Shift Premium

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

Effective April 1, 1992 — \$.75 per hour

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

Section 22. Work Clothing

1. All employees will be provided annually with VOUCHER(S) to obtain pre-selected work clothing items from a designated supplier as follows:

Effective January 1, 2001 — \$192.00

Long Sleeve Shirt	Overalls
Short Sleeve Shirt	Smock (for Overalls)
Work Pants	Machinist Coat
Coveralls	Cloth Parka
T-Shirt	Blue Jeans
Lined Flannel Pants	Winter Weight Coveralls
Winter Weight Overalls	Sweatshirts

Effective January 1, 2009, the clothing voucher amount will increase to \$264.00. The clothing voucher will be an “open voucher” to be redeemed at the current supplier. The clothing purchased must be 100% cotton.

2. The vouchers will identify the employee’s name and employee number and are to be tendered to the supplier in order to obtain the above mentioned work clothing items. The vouchers must be used in the year in which they are issued and cannot be transferred to another employee.

Upon renewal of the current Collective Agreement, the value of the voucher will be adjusted to reflect any changes in clothing costs.

3. Employees receiving issue clothing must at all times while on duty wear the issue clothing required to meet the safety and/or appearance standards established for their work group. Management will establish appropriate standards of safety and/or appearance.
4. Issue clothing, which due to abnormal conditions in a particular job is damaged beyond repair or worn out, may be replaced at no charge to the employee if authorized by the General Superintendent.
5. Employees will be issued with vouchers in the month of January. Employees will obtain their work clothing from designated suppliers during their off time and must present their vouchers to the supplier in order to obtain their work clothing.
6. New employees will be issued work clothing vouchers within one month of their employment on a pro-rated basis.
7. A voucher shall be issued every four years for an orange cloth parka to employees in the Communications Cable Crew; Overhead Crews; Signal Technicians; Wiring & Service—Surface; Wiring & Service—Subway; Substations Crews work groups and SCADA Technicians:

Effective with the issue of the 2003 work clothing voucher, an eligible employee may select winter weight coveralls or winter weight overalls in lieu of the orange cloth parka

Three (3) vouchers for the cleaning of maintenance parkas, coveralls, overalls will be issued to each employee annually.

8. Any employee whose employment is terminated within four months after receipt of a voucher shall reimburse the Commis-

sion for the full value of the vouchers issued. If the termination is within eight months the employee shall reimburse the Commission one-half the value of the vouchers issued. Such costs will not be deducted in case of death of the employee or retirement on pension or transfer to other employment within the Commission.

Any employee whose employment is terminated by resignation after ten or more years of service has been completed shall not be required to reimburse the Commission for the value of the vouchers issued.

9. The laundering of TTC issue work clothing shall be provided to employees as set out in Appendix "C" of the Memorandum of Settlement dated September 11, 1991. (Refer to Schedule "D").

Section 23. Inclement Weather and Protective Clothing Provided

Employees shall not be asked to work outside when in the Commission's opinion the weather is rainy, stormy, or extremely cold, except in cases of emergency. For the purposes of this section, emergency is defined as any event that may affect continuity of transit service to the public. Extreme cold is defined as temperatures below -18°C without wind and below -15°C with wind.

The present practice of providing other work for outside workers who are prevented from doing their ordinary work due to such weather conditions shall be maintained whenever possible.

All aerial work, and other work of an exposed nature at the discretion of the Supervisor, where the temperature is down to -12°C and accompanied by a 15 mph wind or greater will be considered as extreme cold.

Rubber coats, rubber boots and hats will be provided for emergency crews when necessary.

Effective upon ratification, Signal Technicians and Overhead Linespersons will receive an annual lump sum allowance of \$320 minus normal deductions to compensate for any work they may do in inclement weather, as defined under Article 1, Section 23. This allowance will be paid in the month of December.

All employees who have completed 12 months of continuous service and who are assigned to "mandatory safety shoe or boots" work groups, shall receive a \$160.00 allowance. Signal Technicians, Overhead Linespersons, Wiring and Service Electricians, Substation Technicians, Cable & Telephone Technicians, Electrical Assistants and Electrical Apprentices shall receive an additional \$160.00 boot allowance per year.

The above allowances are to be granted only after the submission of appropriate proof of purchase. Eligible employees may defer to the following contract year their full allowance, if not utilized. The full deferred allowance will be added to the following year's allowance to be applied towards the purchase of safety shoes or boots in that year. However, at no time shall there be more than one deferred allowance utilized in determining the total allowance. The above provision will only apply to those employees who are entitled to the maximum allowance.

To qualify for safety shoe allowance, employees must purchase mandatory safety shoes or boots which are green patch (C.S.A.) approved and have a steel toe. Upon proof of purchase, employees shall be reimbursed the purchase price of their safety shoes or boots to the maximum allowance as set out above.

Employees with less than twelve (12) months continuous service and temporary employees of the bargaining unit assigned to a "mandatory" safety shoe or boot work group shall be reimbursed an allowance equal to 1/12 of the maximum allowance (calculated from their date of entry) for each remaining months of the contract year.

Section 24. Tools

Special tools necessary for the work shall be provided by the Commission. Employees shall not take away from work place any tools which are supplied by the Commission and they shall be responsible for loss occasioned by negligence.

Regular employees in the following job classifications:

Wiring & Service Electrician (Surface)	Grade 1
Substation Electrician	Grade 1
Cable & Telephone Technician	Grade 1
Relay and Instrumentation Technician	Grade 1
Radio Technician	Grade 1
SCADA Technician	Grade 1
CIS Technician	Grade 1
Signal Technician	Grade 1
Wiring & Service Electrician (Subway)	Grade 1
Signal Control Technician	Grade 1
Transit Control Technician	Grade 1
Electrician's Assistant	
Communications Utility Person	

who have a minimum of three consecutive months in the eligible group in the twelve-month period ending September 15 of each year will be eligible for a Tool Allowance pro-rated to the nearest complete month on the following basis:

- 1) The Signals/Electrical/Communications Department and the Shop Steward of the Section will develop a list of tools required for each of the above job classifications.
- 2) The value of such tools will be determined by Materials & Procurement Department. Wherever possible, employees will be able to purchase tools required for their job at the cost established on the Materials & Procurement Department price list for the various tool manufacturers.

- 3) The list of tools and the value will be reviewed and updated as of July 1 each year.
- 4) Each incumbent in such a job will receive a tool allowance of 9% of the retail value of the required tool kit, to be made no later than October 31 of each year. Apprentices who qualify shall receive 50% of the tool allowance paid to journeyman.
- 5) The Commission will continue to supply tools where this practice is currently in effect.
- 6) All Overhead Lineperson and Apprentices shall be issued one pair of 9-inch "Lineman" pliers.
- 7) Whenever tools added to any tool list, every employee affected must purchase the tool(s) within sixty days. It is understood that the time period may be extended upon mutual agreement. Management reserves the right to inspect the tool box to ensure that the employee has proper tools in good condition. If there is a concern that an employee is neglecting to maintain all of their required tools, a Union Representative shall be consulted, if required, in an attempt to rectify the matter.

Section 25. Call-in Guarantee

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

At the Supervisor's discretion, employees called in to work on Emergency Call-Ins prior to their normal start time, may be permitted to leave early the equivalent amount of time worked before their normal start time, without loss of pay. Such requests will not be unreasonably withheld by Supervisors. This provision excludes pre-arranged overtime assignments.

Section 26. Standby Premium

A “standby” premium at the basic rates set out in Schedule “A” to this Agreement shall be paid to any employee who is required to standby and be available on the following basis:

- (a) Standby premium of 12 hours for standby duties from 4:00 p.m. Friday to 7:30 a.m. Monday.
- (b) Standby premium of ten hours for standby duties from 11:30 p.m. Friday to 7:30 a.m. Monday or 3:30 p.m. Friday to 11:30 p.m. Sunday.
- (c) Standby premium of four hours for each additional 24 hours of standby duties.

Should an employee on “standby” not be available in an emergency when required, no premium pay per (c) above shall be paid to that employee for that 24-hour period. Any call-out shall be paid according to the overtime provision of the Agreement. A “pager” or some such similar device shall be made available to employees on standby duty.

The employee must be within the Commission’s pager range of Hillcrest Yard, and must have in possession the pager at all times, to be considered available for standby. This requirement may be waived at the discretion of the Superintendent on an individual basis.

Section 27. Apprentices

Apprentices shall be under the direct supervision of a Grade 1 employee who shall be expected to train them. In no case shall a Grade 1 employee have more than two trainees at any one time unless agreed to by both parties and lead hand rates shall apply from day one.

Apprentices, at the discretion of the Department can be used as the second person in a crew.

Apprenticeship Training Program

General Conditions:

A comprehensive apprentice training program will be established in all work groups of the Signals/Electrical/Communications Department. The length of the program generally is 8,000 hours (4 x 2,000).

The following rules apply for credit off the 8,000 hours training period:

1. Individuals coming from within the work group will be entitled to a credit of one half (50%) of the total hours spent as a Grade I in the section, and an Electricians' Assistant 100%, up to a maximum of 2,000 hours.
2. A Grade I (*including time spent as a substitute Grade I*) transferring from another work group, will be credited with one quarter (25%) of the total hours spent as a Grade I up to a maximum of 2,000 hours.
3. It is understood that those involved have the right to accept the credit or decline it. The decision to be made at the start and to stand for the full program.
4. The present timekeeping method of keeping track of apprentice hours to be used in these calculations.

Apprentices in one training program will not be allowed to bid for apprenticeship in another training program until the apprentice completes the program and the associated lock in period. Employees are eligible to enter a maximum of two (2) Apprenticeships during their employment with the Commission.

Any credit for prior training or education will be established at the start of the training program and 25% of such credits will be deducted from each of the four periods (Electricians' Assistants and Grade 1's will have 100% of their credit deducted from the first period). No further reductions will be allowed unless mutually agreed.

Normally apprentices must enter the program at training and wage level one. (Electricians' Assistants will enter the Overhead Lineperson Apprentice Program at level 2).

Each program will have an entrance examination, established by the General Superintendent of the Signals/Electrical/Communications Department that is related to the technical field of the program. The pass mark for the entrance examination will be 80%.

Apprentices will be registered with the Ministry of Colleges and Universities in their respective program. The Commission will complete program reports as required by the Ministry. On request by their supervisor, apprentices must provide documented proof of attendance, the dates and results of all testing including the marks achieved on all attempts including any Certificate of Qualification or mandated final exams.

All procedures for testing, marking, progression and failures will be similar for all apprentices and programs.

Written and practical tests, approved by the General Superintendent and viewed by the President, will be given to the apprentice during or at the completion of each training period (See Item 5 below). Apprentices will move up to the next wage level only after they have successfully completed these tests.

Testing

1. The written and practical tests and course pass marks for all apprentices will be 75%.
2. A maximum of 2 attempts (500 apprenticeship hours maximum between) will be allowed to achieve the 75% minimum on level tests.
3. If at the end of the course a 75% minimum average is not achieved, then a make-up test(s) of 1 theory or 1 practical or both

with key course items will be given and if an 75% mark is then achieved, the apprentice will be considered as having successfully completed the course.

4. Tests for a period may be attempted at any time after 50% of the hours for that period have been completed.
5. All testing will be done in a proper environment. The Foreperson or Supervisor will be responsible for marking the tests. The marked tests will be shown to the apprentice and will be made available for viewing by the Union upon request. If requested by the apprentice, the practical test will be observed by the Shop Steward of the Section. Documentation concerning test results, registration, and hours completed will be supplied to the apprentice. Information regarding the hours completed by apprentices will be supplied to the Union.

Failures

1. Failures of a level will be less than 75% achieved after 2 attempts of the training period tests. It will result in the trainee being placed at the corresponding level failure and not being allowed retesting until each anniversary date of entering the applicable program level. All anniversary make-up tests will require an 80% minimum pass mark after which the trainee will be allowed to progress.
2. Upon failing any level, the apprentice will be given one rewrite to achieve the minimum on the level tests. The one-time rewrite must occur within 90 calendar days from the original level test. Employees who fail the one-time rewrite will have their job posted. Such employees must then accept the end resultant vacancy within their Work Group for which they have the necessary qualifications. If there are no suitable vacancies for which the employee can qualify within their Work Group, they must accept the first available vacancy in another Work Group for which they have the necessary qualifications. The employee will be allowed a maximum of 90 calendar days from the date of

failure to obtain a position. If there are no existing vacancies for which the employee can qualify, the employee will be referred to Placement Services, Human Resources Department to assess their suitability for placement elsewhere within the Commission.

3. Where required, apprentices must write and pass the applicable Certificate of Qualification. The apprentice will be given 120 days in which to write and pass a Certificate of Qualification or in accordance with applicable legislation. Employees who fail will have their job posted. Such employees must then accept the end resultant vacancy within their Work Group for which they have the necessary qualifications. If there are no suitable vacancies for which the employee can qualify within their Work Group, they must accept the first available vacancy in another Work Group for which they have the necessary qualifications. The employee will be allowed a maximum of 90 calendar days from the date of failure to obtain a position. If there are no existing vacancies for which the employee can qualify, the employee will be referred to Placement Services, Human Resources Department to assess their suitability for placement elsewhere within the Commission.

Course Completion

1. Upon successful completion of testing and required number of hours, the apprentice will be recommended for a Certificate of Apprenticeship as issued by the Ministry of Colleges and Universities.
2. Upon successful completion of the appropriate training program and receipt of the Certificate of Apprenticeship, the apprentice will advance to the Grade I starting rate (retroactive pay being given to the date of successful completion of the program) and after a period of one year, will advance to the Grade I finish rate.
3. If apprentices complete the course testing but not the hours, they shall be frozen at the 4th level rate until they receive the Certifi-

cate of Apprenticeship at which time paragraph 2 will be followed.

4. Progression to the nine classifications listed below can only be achieved by completing the appropriate training program in accordance with the procedures set out in Section 27.

- CIS Technician — Grade 1
- SCADA Technician — Grade 1
- Radio Technician — Grade 1
- Signal Technician — Grade 1
- Substation Electrician — Grade 1
- Electrician (W & S) — Grade 1
- Overhead Lineperson — Grade 1
- Relay & Instrumentation Technician — Grade 1
- Cable & Telephone Technician — Grade 1

5. Immediately following completion of hours, notification shall be given to the Union and the applicable Apprentices, at which time the applicable Apprentice shall be given 120 days to write and pass the Certificate of Qualification.

(a) Commitment Period. When an employee completes a TTC apprenticeship, the employee shall not be eligible to bid into a job in another section for a period of 4 years.

Commencing by October 31, 2005 and in each subsequent calendar year, Grade 1 employees will receive a lump sum apprentice supplement of \$50.00 and all other employees will receive a lump sum apprentice supplement of \$25.00. This applies to employees who have worked for three consecutive months in the workgroup prior to October 31 of the relevant year.

Section 28. Tuition Aid Program

Tuition aid as outlined below is available in any contract year for all regular bargaining unit employees who attend TTC work related self-improvement courses and have completed 12 months of continuous service. It is authorized only when there is a recognized mutual benefit to both the employee and the Commission.

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

Courses considered eligible for assistance must:

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

Eligible courses include:

- correspondence courses typically of the type offered by community colleges, universities and other similar educational institutions;
- courses leading to a Secondary School Graduation Diploma (Grade 12);
- skill development courses (e.g. English Literary Skills) offered by the various boards of education; and
- courses offered through organizations that do not fall under the above guidelines, but offer specialized training for skills development conducive to the TTC's organizational goals and objec-

tives. This will be evaluated on a case by case basis by the Planning and Development Section, Human Resources Department through the Employee Pre-Approval Request for Tuition Aid Form.

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. For example, elective courses that are a requirement of a diploma or degree program will be assessed on their own individual merit and the courses applicability to the employee's current position.

Fees associated with memberships, certification and/or exams are not eligible for tuition assistance.

REIMBURSEMENT

Maximum Reimbursement

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

Employees are responsible for claiming tuition aid in accordance with the *Income Tax Act*. Currently, tuition reimbursement provided for in this policy is not considered a taxable benefit by the Canada Customs and Revenue Agency.

a) Bargaining Unit Work Related – Taken Voluntarily

One hundred percent of the tuition fee to a maximum of \$2,000 per calendar year will be reimbursed to an employee for any approved course taken voluntarily that is directly related to his or her current job responsibilities or which is directly related to the current job classification of the employee or to a position

within the employee's seniority group and that there is a reasonable prospect of the employee attaining such a position. The assessment of eligibility is to be made jointly by the Department Head or Designate and the Local President or Vice-President as well as the Administration, Planning and Development section of the Human Resources Department prior to an employee registering for a course.

Employees will receive reimbursement upon submission of an original course receipt that verifies proof of payment and an original document that verifies proof of successful course completion from the educational institution.

The tuition fee includes all reasonable non-tuition fees that are automatic upon registration (including administration, lab and registration fees). Books required under the course curriculum are the responsibility of the employee.

(b) Developmental – Taken Voluntarily

Fifty percent of the tuition fee to a maximum of \$2,000 per calendar year will be reimbursed to an employee for any approved course taken voluntarily that contributes to his or her development of skills, knowledge and abilities and contributes to the TTC's organizational goals and objectives. The assessment of eligibility is to be made jointly by the Department Head or Designate and the Local President or Vice-President, as well as the Administration, Planning and Development Section of the Human Resources Department *prior* to an employee registering for a course.

Employees will receive reimbursement upon submission of an original course receipt that verifies proof of payment and an original document that verifies proof of successful course completion from the educational institution.

The tuition fee includes all reasonable non-tuition fees that are automatic upon registration (including administration, lab and registration fees). Books required under the course curriculum are the responsibility of the employee.

(c) Work Related Taken at Department's Request

In response to changing technologies or special needs within an operating department (such as upgrading technical skills), a Department Head or Designate may request an employee's attendance at a specific course. 100% of the tuition fee, up to a maximum of \$2,000 (two thousand dollars) in a calendar year, including 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 Administration, Planning and Development Section of the Human Resources Department original receipts that verify proof of payment and an original document that verifies proof of successful course completion from the educational institution.

100% of the tuition fees for apprenticeship programs (no longer supported by the Ministry of Training, Colleges & Universities), will be reimbursed to the employee upon submission to the Administration, Planning and Development Section of the Human Resources Department original receipts that verify proof of payment and an original document that verifies proof of successful course completion. Books required under the course curriculum, as well as the apprenticeship registration fee, are the responsibility of the employee.

APPROVAL PROCESS

1. An "Employee Pre-Approval Request for Tuition Aid" form must be submitted by the employee to the Department Head or Designate and their Local President or Vice-President, as well as the Administration, Planning and Development Section of the Hu-

man Resources Department for approval *prior* to registration for the course. A course outline, which indicates the cost and associated fees, must be attached to the form.

Forms are available from workplace Supervisors or the Administration, Planning and Development Section of the Human Resources Department.

2. The Department Head or Designate and the Local President or Vice-President assesses, signs and forwards a recommendation to the Administration, Planning and Development Section of the Human Resources Department who verifies that eligibility requirements have been met.

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

If not approved, the Department Head or designate, Local President or Vice-President and employee will be provided with specific details outlining why the Pre-approval Request was denied by the Administration, Planning and Development Section of the Human Resources Department.

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

3. Upon successful completion of the course, the employee will forward the copy of the approved form, along with an original receipt of tuition fees (and books, if applicable) and an original proof of successful completion to the Administration, Planning and Development Section of the Human Resources Department.

All relevant course information must be forwarded to the Administration, Planning and Development Section within six months of successful course completion or the employee will not be reimbursed.

4. The Administration, Planning and Development Section of the Human Resources Department will forward a Pay Adjustment Form to Payroll Accounting, Finance Department for processing. Payment will be automatically processed through the employee's pay.

Section 29. Employee and Family Assistance Program

The Employee and Family Assistance Program is co-ordinated by a Joint Union Management Advisory Committee comprising of management representatives, plus one representative from Local 2, one representative from Lodge 235 and three representatives from Local 113. The senior management representative acts as Chairperson and the administration of the program is in accordance with the Employee and Family Assistance Program Project Design as, from time to time amended. The level of counselling service provided under this program is set out in the Project Design and includes:

- one full time and one half time qualified family counsellors
- one full time Consultant
- after hours emergency service.

Effective January 1, 1990, subject to the recommendation of the joint Union-Management EFAP Drug Task Force, the Commission will agree to increase the level of counselling service by one half-time Addiction Consultant.

The Commission agrees to pay the full cost of the above stated level of service.

In conjunction with the Employee and Family Assistance Program the Commission agrees to grant a reasonable amount of time off without loss of pay to members of the in-house volunteer group who are from time to time named to assist in the counselling and re-

habilitation of employees suffering from addiction problems. The volunteer group operates under the general direction of the Joint Committee through the program counsellors.

Section 30. Non-Discrimination

The Commission and the Union recognize the right of employees to work in an environment that is free from harassment and discrimination. The Ontario Human Rights Code prohibits discrimination in the workplace because of race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offense, marital status, family status or handicap all as defined by the Code. A full and impartial investigation will be conducted in accordance with Commission Workplace Harassment Policy.

Section 31. Pay Cheques

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

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

Section 32. Contracting Out

The Commission agrees that before any work which is normally performed by members of the Bargaining Unit is contracted out, Management will discuss its intentions with and explain its reasons to the Union. Management will consider any suggested Union alternative as to how the work might be completed by members of the Bargaining Unit before finalizing its decision. In suggesting alternatives, the Union will address pertinent factors such as efficiency, cost and availability of resources and shall submit these suggestions within two weeks of being notified by the Commission of its intent to contract out work.

In the event a satisfactory alternative is proposed, Management will reconsider its tentative decision and will give due consideration to the alternative suggested by the Union before making its final decision. In giving due consideration, the Commission will give preference to its own employees performing the work provided the Commission is satisfied that the factors outlined above have been met.

The above clauses do not apply to warranty work. The Commission further agrees to provide the Union annually with a report of all the warranty expiration dates for all vehicle and equipment purchased by the Commission and maintained by bargaining unit employees.

The Commission shall ensure that employees shall not be laid off or terminated as a direct result of contracting out of work which is normally performed by members of the Bargaining Unit. This provision will be in effect for the term of the Collective Agreement dated April 1, 2008 to March 31, 2011, notwithstanding the application of Article 4, Section 15 — Termination and Amendment.

Section 33. Photo-Identification Pass

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

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

Section 34. Rotation Premium

In recognition of the rotating shift work performed by employees covered by this Agreement, an additional premium of \$.52 per hour will be paid in addition to the existing shift premium. In circumstances where the current shift premium is being paid, the rotating shift premium will also be paid.

Section 35. Transit Pass for Retirees

The Commission will change its policy to provide a transit pass to any regular employee who retires at age 60 or older, regardless of years of service.

Section 36. Pay for Trade Licences

Effective with renewals on or after April 22, 2005, employees required to hold trade licences, Canadian Fire Alarm Association or technical standards and safety authority certifications as per their current job descriptions will be reimbursed upon proof of payment for the cost of retaining these licences.

Section 37. Skilled Trade Allowance

Effective January 1, 2006, the Commission will provide to employees who, because of their job requirements, have a recognized certificate of apprenticeship or current trade licence issued by the Province of Ontario, a premium of \$0.35 for each regular hour paid.

Section 38. Pay for CZ and DZ Licences

Effective with renewals on or after April 22, 2005, and upon proof of payment, the Commission will pay the Ministry of Transportation licence renewal costs for “CZ” and “DZ” licences if required by the Commission or the job description.

Section 39. Health and Safety

The Toronto Transit Commission (TTC) and CUPE Local 2 have established a Joint Health and Safety Committee (JHSC) under the Occupational Health and Safety Act (OHSA) and have reached an understanding on guidelines for the composition, practices and procedures of the JHSC. These guidelines are set out in the booklet entitled “Structure and Function of the Joint Occupational Health and Safety Committee”. Consult with your union representative or OHS Representative if you have concerns or questions pertaining to safety.

Either party must serve notice to the other to review these Guidelines. Amendments, deletions or additions must have the agreement of both parties and shall be set out in writing. These guidelines will be reviewed if there are changes to the OHSA.

ARTICLE 2

SENIORITY AND JOB POSTING

Section 1. Definition of Seniority

There shall be two types of seniority within the Signals/Electrical/Communications Department, namely Signals/Electrical/Communications Department Seniority and Commission Seniority.

(a) Commission Seniority is the date of employment that an employee holds for pension and length of vacation.

(b) An employee's Commission Seniority date remains unchanged for as long as the employee is retained on the Active or Inactive Payroll of the Commission, regardless of any moves which they may make between jobs, shifts, locations, division or work groups.

(c) Signals/Electrical/Communications Department Seniority is accumulated from the date of regular employment within the Signals/Electrical/Communications Department and shall be used in the event of lay offs and recall and for job bidding purposes.

(d) An employee's Signals/Electrical/Communications Department Seniority date will remain unchanged for as long as the employee is retained on the Active or Inactive Payroll of the Commission, regardless of any moves which they may make between jobs, shifts, locations or work groups within the Signals/Electrical/Communications Department.

(e) Seniority does not accumulate for employees who transfer and/or upgrade to a regular or temporary staff position. However, seniority resumes upon transfer back into a bargaining unit position, from a temporary transfer only.

Temporary Employees

Temporary employees in the Signals/Electrical/Communications Department will be allowed to build up and exercise Signals/Electrical/Communications Department Seniority for bidding, lay off and re-employment purposes in the same manner as regular employees, but in no case will they be senior to a regular employee on either the Active or Inactive Payroll.

Temporary employees in the bargaining unit shall not exceed 10% of the total membership of C.U.P.E. Local 2 at any one time. Additional temporary employees above this 10% limit may be hired in the bargaining unit by mutual agreement. Summer students are not included in the above calculation of temporary employees.

Section 2. Definition of Work Groups

All (Local No. 2) jobs in the Signals/Electrical/Communications Department and the Materials and Procurement Department – Controlled Stores, are assigned to various work groups. These work groups are as follows:

Work Group A

(a) Cable and Telephone Technicians, Lead Hands, Apprentices and Utility Persons.

Work Group B

(b) Relay and Instrumentation Technician, Lead Hands, Apprentices and Assistants.

Work Group C

(c) Radio Technician, Lead Hands, Apprentices and Utility Persons.

Work Group D

(d) SCADA Technician, Lead Hands, Apprentices and Assistants.

Work Group E

(e) CIS Technicians, Lead Hands, Apprentices and Technician's Assistants.

Work Group F

(f) Transit Control Technician, Apprentices, Lead Hands.

Work Group G

(g) All Overhead Lineperson jobs, including Lead Hands, Apprentices and Assistants.

Work Group H

(h) All Signal Technician jobs, including Lead Hands, Signal Control Technician, Apprentices and Assistants.

Work Group I

(i) All Substation Electrician jobs, Lead Hands, Substation Technicians, Power System Controllers, Apprentices and Assistants.

Work Group J

(j) All Electricians (Wiring and Service) jobs, including Lead Hand, Apprentices, and Assistants.

Work Group K

(k) All Senior Storepersons (SEC)

Section 3. Lay Off and Recall Procedures

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

The number of regular employees in each job classification, shift, work location, or work group to be laid off is determined by Man-

agement, bearing in mind the need for a balanced work force. Prior to a reduction in work force the Commission shall discuss with the Union Committee, the lay off or placement of those employees who are affected.

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

General Reduction in Signals/Electrical/Communications Department

The most junior employees by Signals/Electrical/Communications Department Seniority shall be laid off first.

Reduction in a Work Group

1. In the event of a reduction of work force within a work group, the most junior employees in the work group will be displaced by senior employees within the work group, providing they can perform the work to be done.
2. Employees who are displaced from their work group as a result of the application of Signals/Electrical/Communications Department Seniority shall have the right to use their Signals/Electrical/Communications Department Seniority and displace a junior employee in other work groups within the Signals/Electrical/Communications Department, providing they can perform the work to be done.
3. Those employees who do not have enough seniority to be retained at work shall be sent to the Human Resources Department for possible placement in other Sections or Departments within the Commission, prior to lay off.

Notice of Lay Off

Regular employees being laid off, due to a reduction in work force, will be given notice or pay in lieu of notice as specified in the Em-

ployment Standards Act of Ontario, but in no case shall a regular employee with one year or more Commission seniority receive less than four weeks notice or equivalent pay in lieu of notice.

Recall List

The Commission will maintain separate lists of regular and temporary employees, who have been laid off, for a period of 12 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 Commission of any address changes.

Separation

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

1. Do not acknowledge, within seven consecutive days, receipt of the recall letter.
2. Fail to resume work within 21 consecutive days from the date of the recall letter.
3. Express their intention of not returning to the Commission.
4. Refuse to accept suitable regular employment in their regular work group, or refuse more than once regular employment in a work group in the Signals/Electrical/Communications Department, other than their regular one. (Employees may refuse employment in other Sections or Departments in the Commission or any temporary work without losing their protected rights and privileges.)
5. Accept regular employment in another Section and Department and elect to remain on their new job.

6. Withdraw any or all of their Pension Fund Society contributions.

Recall to Work Following Lay Off

- (a) When there is an increase in work force following a lay off or for any other reason, the Commission shall recall employees in accordance with their Signals/Electrical/Communications Department Seniority, as hereinafter provided.
- (b) When either a regular or temporary vacancy occurs in the Signals/Electrical/Communications Department, it will be filled in the usual manner by regular employees from within the Division.
- (c) Employees from outside the Local 2 bargaining unit who accept employment with the Signals/Electrical/Communications Department will be treated as new employees except that their Commission Seniority dates will be retained if otherwise qualified.

Seniority Upon Resumption

Regular employees who resume work within 12 calendar months of lay off will retain the same Commission and Signals/Electrical/Communications Department Seniority held at the time of lay off for use in determining such things as vacation entitlement, job bidding, work and vacation selection. Accumulation of additional seniority will commence on the day the employee returns to work.

Employees struck from the recall list or who do not resume work within 12 months are considered permanently separated from the Commission 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.

Health and Welfare Benefits

No contributions towards health and welfare benefits are made by the Commission on behalf of employees who have been laid off. Such contributions cease on the date of lay off.

(a) *Pension Fund Society*

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

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

(b) *Group Life and A.D. & D.*

Coverage ceases as of the date of lay off. Laid off employees who wish to continue coverage during the initial six months of lay off may do so by paying the full cost of the premiums involved. Contributions by both parties will resume immediately if the employee returns to work within 12 calendar months of the date of lay off.

(c) *Sick Benefit Association*

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

(d) *O.H.I.P.*

Employees who are laid off will receive a paid-up certificate indicating the expiry date of their O.H.I.P. coverage, (normally three months in advance). The Commission agrees not to seek reimbursement for any advance premiums paid on behalf of laid off employees. The Commission will commence payment of contributions three months after return to work for employees who had six months continuous service and who resume work within 12 calendar months of the date of lay off. Coverage be-

yond the expiry date is the responsibility of the employee concerned.

(e) *Comprehensive Medical Plan & Dental Plan*

Laid off employees, are covered by the provisions of the plans to the last day of the period for which premiums were paid on their behalf. (Normally the last day of the month in which they were laid off.)

The Commission will commence payment of contributions on behalf of employees who had six months' continuous service at the time of lay off, immediately upon resumption of work, if within 12 calendar months of the date of lay off.

- (f) Any employee who has been laid off and is on the recall list may continue coverage under the Commission's group plans for Group Life, O.H.I.P., C.M.P. and Dental providing the employee so elects at the time of lay off and that the employee forwards to the Employee Benefits Section — Finance Department the full cost of the premium for the benefits at the start of each month in which payment is being made.

Section 4. Return From Inactive Payroll

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

If not fit to resume the previous job, but still capable of work, every effort will be made to give the employee suitable employment, i.e., compatible with the condition and Signals/Electrical/Communications Department Seniority.

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

Section 5. Filling Vacancies and Job Posting

(a) A vacancy exists when a job (which in the opinion of the General Superintendent concerned is necessary to the operation of the Signals/Electrical/Communications Department) is not being performed by any employee, or by a sufficient number of employees to meet the needs of the Department.

(b) Whenever a vacancy occurs in the Department the vacancy will be posted and filled in the following manner:

(c) The job posting shall be for seven consecutive calendar days.

(d) To ensure eligible employees do not miss an opportunity to bid, due to approved absence at the time of posting, employees may in advance submit on a prescribed form, their intent to apply for a job posting, that may occur while they are away from work.

(e) Employees bidding for any posted vacancy must do so on the application forms provided at their particular location. Thereafter, the provisions of Section 5, (k) shall apply.

(f) Notice of the vacancy shall be posted SEC Department-wide and the applicant who is the most senior qualified employee by SEC Department seniority within the work group where the vacancy exists, will be awarded the job within four (4) weeks of the job posting removal date. All applications must be in writing and on the approved form.

If no one from the work group applies, then the most senior qualified employee from the SEC Department who applies, shall be given the job.

(g) During the time a vacancy is posted the Commission may fill the job temporarily.

(h) An employee who has applied for and been awarded a job which has been posted, shall not be entitled to apply for a posting for a period of eight months from the awarded date. The subsection shall

not apply if such employee is transferred to a new work group as a result of the application of Department-wide seniority.

Effective September 1, 1999, an employee who has applied for and been awarded a job which has been posted, shall normally be transferred to the awarded position within 60 days of the awarded date and shall not be entitled to apply for a subsequent posting for a period of 8 months from that awarded date. Such transfer within 60 days will not be unreasonably denied.

(i) A written record must be kept on the applications received, applicants interviewed and the reasons for rejecting any unsuccessful bidder who has greater Signals/Electrical/Communications Department Seniority than the employee who is finally selected for the job.

(j) If the senior applicant does not get the job he or she may appeal to the Superintendent and shall be given a test if skill is involved. Such test shall be mutually agreed upon by the Union and the Superintendent.

If a Lead Hand is involved, the senior unsuccessful applicant may appeal to the Superintendent to discuss why he or she was not given the Lead Hand job.

(k) When an employee changes job classification because of bidding or due to the application of Signals/Electrical/Communications Department Seniority, the employee shall be on probation for a period of not less than seven days and not more than 90 days. If at any time during this probationary period, the employee is found to be unsatisfactory, or requests to be relieved of new duties, the employee shall be transferred back to the original job without loss of seniority. The vacated job will then be filled by the next qualified applicant, who applied on the original posting.

(l) An employee's failure to apply for an upgrading or failure during the probation period, does not affect future opportunities for applying for a vacancy.

(m) If no acceptable bids are received from employees in the Signals/Electrical/Communications Department, an application shall be made to the Human Resources Department for another employee.

Before new employees are considered for any vacancy in the Signals/Electrical/Communications Department, the Human Resources Department must refer to the recall list for Local 2 employees. Former regular employees will be recalled prior to former temporary employees in the order shown below.

First Consideration

Former employees of the Signals/Electrical/Communications Department who were transferred out of the Department or are on the Inactive Payroll as a result of lay off, who have indicated that they wish to return to the Department. This includes those who were transferred to the Inactive Payroll as a result of lay off and later employed in another Section or Department. Recall to work in such cases shall be in accordance with Signals/Electrical/Communications Department Seniority.

Second Consideration

Suitably qualified temporary employees in the Signals/Electrical/Communications Department, on the Active Payroll.

Third Consideration

Suitably qualified temporary employees who were laid off from the Signals/Electrical/Communications Department within the preceding 12-month period. Only those who indicated (upon release) that they will return if recalled to the Commission, will be considered.

Section 6. Temporary Vacancies

(a) Temporary vacancy shall be defined as those vacancies that occur only as a result of a temporary increase in the bargaining unit work force.

(b) Temporary vacancies will not be posted, however, when filling a temporary vacancy, the Commission shall give preference to the senior employee in the work group that can qualify to perform the work to be done. It is further understood that apprentices will not be assigned to fill a temporary vacancy until they are in their last six months of indentureship or training. Vacation reliefs may be assigned to apprentices in their last 12 months in training, or in the last 24 months in training when the Union and the General Superintendent mutually agree.

(c) If a temporary vacancy continues for more than 30 consecutive days, the Union and the Superintendent shall discuss whether the job shall continue as temporary or be posted as a regular vacancy.

(d) The Commission, in unusual circumstances, may re-allocate employees within a classification in a work group for operational purposes only, without declaring the job a permanent vacancy, provided that such re-allocation will not be used to defeat the purpose of Article 2 Seniority and Job Posting.

(e) If upon review as set out in Section 6, (c) above, it is determined that the compassionate reasons for the temporary job change no longer exist, then the employee returns to the original job. Should a vacancy occur it shall be posted in the usual manner.

(f) Procedures governing work assignments to cover absences for such reasons as absences due to sickness, injury, vacation and approved leave shall be established by mutual agreement for each work group.

Section 7. Vacancies Outside the Bargaining Unit

When a vacancy occurs in a position not covered by this Agreement, properly qualified employees shall have the opportunity of applying for the position before such vacancy is filled by other means. Employees so transferred and/or upgraded to a regular or temporary staff position do not accumulate seniority in the Union during this period.

However, seniority resumes upon transfer back into a bargaining unit position, from a temporary transfer only.

Section 8. Special Placement

In the event of employees being unable to perform their regular duties because of a disability, the Union and the Commission when mutually agreed, may make exceptions to the Seniority and Job Posting provision of this Agreement, in favour of such employees, subject to review every three months.

When disabled employees return to work after an extended period of absence and all moves to replace them have been made regular, they are to be placed on their former job providing they are still properly qualified and in the opinion of the Commission's Medical Consultant physically capable of performing the duties involved. In such cases the most junior employee on the job classification involved is to be downgraded. The downgraded employee will be awarded the next vacant job in the classification from which he or she has been displaced. This placement is regardless of seniority and subject to the displaced employee having maintained the proper qualifications.

ARTICLE 3

CODE OF PRACTICE

This Code of Practice is subject to change from time to time when mutually agreed upon without affecting the Agreement.

1. Carhouse Yard inspection shall be done during the daylight hours.
2. No changes will be made to the supervision and use of Overhead Line Crews without consultation with the Union. In the absence of a foreperson, the Senior Overhead Lineperson of that crew shall take charge.

3. Employees if detailed to do a job which they feel they are incapable of performing properly through lack of experience or training, shall so inform their superior when detailed for the work
4. All substation maintenance, subway signal maintenance and construction work must be done by not less than two employees, with the senior of the two being an employee of a grade in keeping with the complexity of the job. Wherever practicable, the second member of a crew shall be an employee from the same electrical group.
5. On two-person mobile maintenance crews the senior member will be a Grade 1 employee
6. Lead Hands shall be appointed and used as set out in the notes of the joint meeting of the parties hereto held on October 9th, 1956. Present Lead Hands are to be upgraded full-time to that classification for an indefinite period, the number to fluctuate in accordance with the volume of work required to be done.
7. Substation Electricians shall work the Power Control Centre at Hillcrest as vacancies occur among the Supervisory Control Operators' group on a rotating basis agreed to by the parties hereto and as set out in the notes of the joint meeting held on November 27th, 1957.

The work schedule of Substation Electricians on duty at the Power Control Centre at Hillcrest shall be a maximum of a six-week shift every twelve-week period.

8. Off days shall not be split unless a shift change is made or a transfer to another group is involved or when making vacation reliefs.

ARTICLE 4

JOB EVALUATION AND WAGE ADMINISTRATION

1. The parties shall carry out their obligations to set up the Joint Union/Management Evaluation Committee (JEC) referred to in

Document A attached to the Memorandum of Settlement made between the Commission and the Union in respect of their Collective Agreement for the period ending March 31, 1983, and ratified by both parties.

2. For the purposes of identifying and maintaining the obligations of the parties and JEC under Document A, Document A and the attachments therein referred to (namely, Appendices B, B1, B2, and B3 to the Memorandum of Settlement) are hereby made part of this Collective Agreement.
3. Pending the completion of the review by the JEC and the implementation of the new Job Evaluation Procedures agreed to by the JEC, the parties agree that the following Sections 1 to 8 are hereby suspended save and except that the Employee Relations Department of the Commission shall continue to be guided by the existing Plan in establishing any new jobs and assigning such to an appropriate wage group during the period when the review and implementation is taking place as specified in paragraph 5 of Document A.
4. Effective upon the agreement to new Job Evaluation Procedures, Sections 1-8 of Article 4 shall be deleted from the Collective Agreement and replaced by the corresponding provisions under the new Job Evaluation Procedures. Other changes to the Collective Agreement necessary to carry out the provisions of the new Job Evaluation Procedures will be made at the same time.

Section 1. Purpose

The purpose of the Job Evaluation and Wage Administration Program is to ensure that employees covered by this Agreement are treated equitably, insofar as it is possible, in regard to wages. The Commission and the Union agree that the following provisions fulfill this aim.

Section 2. General

Job titles and their rank order are determined by job analysis and evaluation reflecting as far as equitably possible and relative differences in factors such as skill, responsibility, physical effort and working conditions. The established ranges of rates, as set out elsewhere in this Agreement, for any wage group apply to all jobs in that wage group.

Section 3. Union Job Evaluation Committee

The Union Job Evaluation Committee will consist of two members of the Union who will serve for the full term of this Agreement. The Committee will participate, at Union expense (except as otherwise noted) with Commission representatives to review job descriptions and point allocation each time an existing job is changed, a job review is requested, or a new job established.

Section 4. Job Descriptions

Job descriptions for each occupational classification covered by this Agreement are mutually agreed to by the Commission and the Union. Job descriptions will show the total point value established by evaluation for that particular job.

Section 5. Changes to Jobs on the Ladder Chart

No job shall be changed from its present grouping on the ladder chart unless there has been an appreciable change in the work requirements such as skill, learning time, physical effort, working conditions, etc. The appreciable change in the job must be sufficient for enough point values to be added to, or subtracted from, the job point total so that it qualifies for placement in the next higher, or next lower rung on the ladder chart. "Appreciable change" is a change to the job description which results in a change in point value.

In the case of changes to jobs, the job description will be amended by adding an appendix describing the changes as well as any resultant change in point value.

When a job is moved to a different wage grouping on the ladder chart, the job description will be rewritten to incorporate any items in the appendix and the point allocation revised accordingly. The pay practice for incumbents of jobs so moved are described in Sections 9 and 10.

Section 6. Establishment of New Jobs

Due to new technology, new methods, etc., new jobs may be established from time to time. In such cases, the Commission and the Union's Job Evaluation Committee will jointly review the new description, the job content and the evaluation.

Section 7. Job Reviews

- (a) All job classifications covered by this Agreement are reviewed jointly, once each calendar year, by the Commission and the Union Job Evaluation Committee. Changes that are agreed upon are incorporated into the job description as in Section 5 above.
- (b) The Commission may initiate a review at any time.
- (c) Employees who feel that their job has changed significantly since its last annual review, may submit a "Request for Review" on the appropriate form. This request will be considered jointly by the Commission and the Union Job Evaluation Committee.
- (d) A review of any job classification covered by this Agreement may be requested by a designated member of the Union Job Evaluation Committee. During any calendar year, the Commission will pay for time lost by the Committee members while conducting up to four job reviews resulting from requests by employees or their representatives.
- (e) If, as a result of (a), (b), (c), or (d) above, a job is re-evaluated to a different wage grouping all necessary adjustments as outlined in Section 5, will be made as promptly as possible.

Section 8. Failure to Agree on Evaluation

The above procedure having been conformed to and if a sincere effort by the Commission and the member of the Union Job Evaluation Committee to arrive at a mutual agreement of a wage group has failed, then the wage group proposed by the Commission shall be put into effect.

During a trial period not to exceed 30 days, the Union may file a grievance on the prescribed form alleging an inequity with respect to such wage group. If within the trial period the wage group is altered by mutual agreement, the change shall be effective from the commencement of the trial period. Should a grievance not be filed within this thirty-day period, the wage group shall be considered satisfactory and shall remain unchanged.

If the grievance is submitted to arbitration, the arbitrator's decision shall be governed by the principles of job evaluation.

Section 9. Hiring Rates

(a) *New Employees*

New employees hired in Wage Groups 3, 4 or 5 shall ordinarily receive the starting rate for their wage group. From there, they shall advance to the intermediate rates, and then to the maximum rate for the job as specified in Section 10 below. Those hired in Wage Group 8 or higher shall be paid the rate in effect for their particular group at the time they are hired. New employees hired on and after April 19, 1996, are subject to the wage progression set out in Schedules "A-1", "A-3" and "A-5" of this agreement.

(b) *Former Employees*

Employees re-hired into the Commission's service, and who are fully competent on the job for which they are hired, may be started at any of the intermediate rates (if applicable), or at the maximum rate for their job at the discretion of the General Superintendent.

(c) *Student*

The rate of pay for students is set out in the "A" schedule of this Agreement.

Section 10. Step-Rate Increases

Employees in Wage Groups 3, 4 and 5 shall be rewarded for increased knowledge and improved performance on the job by step-rate increases at four-month intervals from the starting rate to the first step, from the first step to the second step, and from the second step to the maximum rate for the wage group in which their job falls.

When employees become eligible to receive a step-rate increase, a review shall be made of their attitude and performance on the job. If satisfactory, the step-rate is granted. If unsatisfactory, the step-rate is not allowed, and employees may be:

- (a) warned and placed on probation for three months
- (b) downgraded to a job in a lower wage group
- (c) separated from the Commission.

The rate which employees first receive when starting on a job shall become effective from the day they are regularly classified on the job. Any subsequent increases which they are awarded in the range (i.e. to the first step, second step and/or to the maximum in Wage Groups 3, 4 or 5), shall be effective from the fourth, eighth and/or twelfth month anniversary of the date on which they were regularly classified on the job.

If an employee's step-rate increase is withheld for the probationary period as in (a) above, and is then given the increase, it shall become effective from the commencement of the pay period closest to the end of the probationary period. Should such an employee be eligible for another step-rate increase in the range set out for the employee's last wage group, it shall be reviewed four months from the date of the employee's last rate increase.

New employees hired on and after April 19, 1996, are subject to the wage progression set out in Schedules "A-1", "A-3" and "A-5" of this agreement.

Section 11. Employee Upgradings

(a) *Regular Upgrading*

Employees upgraded from one wage group to another are to receive a minimum increase of 6¢ per hour, EXCEPT if the maximum in the next higher wage group is less than the 6¢, in which case the lesser amount shall apply.

When employees are upgraded to fill a regular vacancy in the same job they held previously in a higher wage group, they shall be paid the equivalent of the final rate they received while on the higher job. This does not include rates received while on substitution or temporary transfer, except in cases where a temporary vacancy or temporary job is declared regular and posted for applications, and the successful bidder is the employee who has been filling the temporary vacancy up to that time. In such cases, the employee's new rate of pay and any further step-rate increases which the employee is subsequently entitled to receive in the new range, will be based on the date the employee last started temporarily on the higher job.

(b) *Temporary Upgrading*

Employees shall be considered to be on temporary transfer, and subject to the following wage policies, when they are temporarily upgraded.

- (i) to fill a vacancy in a regular job during the posting period.
- (ii) to increase the number of employees otherwise required on a particular job in order to cope with a special temporary condition.
- (iii) to fill a new job which has been established on the ladder chart to cover a special temporary condition.
- (iv) to fill a temporary vacancy which may subsequently occur as a result of the original temporary upgradings outlined in (a), (b) and (c) above.

No change in rate shall be made for temporary upgradings to a higher wage classification for two consecutive days or less.

For temporary upgradings to a higher wage classification exceeding two consecutive days, employees shall receive an adjustment as if

they were regularly upgraded, retroactive to the first day of the temporary transfer.

Where the period of temporary upgrading exceeds the time for a step-rate increase on the new job, temporary employees shall be considered for a step-rate increase as outlined in Section 10 above.

When employees are temporarily upgraded to the same job they held previously in a higher wage group, they shall be paid the equivalent of the final rate they received while on that higher job. This does not include rates received while on substitution or temporary transfer.

(c) *Resulting from Job Evaluation*

When a job is re-evaluated and placed in a higher wage group on the ladder chart, all employees* classified on the job shall be upgraded to the new wage group on the effective date of the upgrading.

* Includes employees who may be away on temporary transfer to another job, employees who are on substitution, vacation, temporary transfer to the upgraded job, as well as those employees off duty due to illness.

Employees concerned shall receive the same step-rate in the new range to that which they held in the former wage group, e.g. from starting rate to starting rate, first step to first step, second step to second step, and maximum rate to maximum rate as the case may be.

If employees are receiving less than the maximum rate on being upgraded, they shall be entitled to step-rate increases in the new range in accordance with Section 10 above. It should be noted that their anniversary date for such increases shall be based on the date on which they last started on the particular job, and not the date of the upgrading.

Section 12. Employee Downgradings

(a) *Regular*

When employees are regularly downgraded to a job in a lower wage group, they shall be paid the maximum rate of the new

job. However, in the event the employee's rate is less than the maximum for the lower wage group, they shall retain their rate of pay and be considered for step-rate increases along the range for the lower group in accordance with Section 10 above. If the downgrading is for other than disciplinary reasons, such step-rate increases are to be considered on the anniversary date for the employee held in the higher group.

(b) *Temporary*

No change in rate shall be made for temporary down-gradings to a lower wage group.

(c) *Resulting from Job Evaluation*

When a job is downgraded to a lower wage group because of a change in work content, all employees properly classified on the job will be downgraded with the job and be paid the maximum rate of the new (lower) wage group. However, in the event that the employee's rate is less than the maximum rate for the lower wage group, they shall retain their rate of pay and be considered for step-rate increases along the range for the lower group in accordance with Section 8 above. Such step-rate increases are to be considered on the anniversary date the employee held in the higher wage group.

Section 13. Substitution

When employees in the bargaining unit substitutes for employees in positions of higher rating for one day or more they shall receive the rate they would receive if the upgrading were permanent and not the rate of the employee relieved.

When substituting for a member of the Supervisory force for one day or more employees will receive 32¢ per hour above their normal rate or the top Union rate supervised, whichever is higher, retroactive to the first day of relief. Students are not eligible for substitution pay.

Section 14. Lateral Transfers

No change in rate shall be made when an employee is transferred to fill a regular or temporary job vacancy in the same wage group.

Upon being transferred, employees who are receiving less than the maximum rate shall be entitled to step-rate increases in the wage group in accordance with Section 10 above. In such cases, the employee's anniversary date shall be based on the date on which they last entered the wage group, and not the date of the transfer.

Section 15. Termination and Amendment

This Agreement is to be for a period of three years commencing April 1, 2008, and terminating on March 31, 2011.

Either party to this Agreement may, not more than 90 days and not less than 60 days prior to March 31, 2011, present to the other party in writing proposed terms of a new or further Agreement and/or amendments to this Agreement and a conference shall be held within 20 days from the first giving of notice by either party at which the parties shall commence negotiations on the proposed amendments and/or the terms of a new Agreement.

The Commission shall arrange to have the printing of the new Collective Agreement books completed and shall supply C.U.P.E. Local 2 with one thousand (1,000) copies, free of charge.

SCHEDULE "A"
LOCAL NO. 2, C.U.P.E.
BASIC HOURLY WAGE SCHEDULE
APPLIES TO EMPLOYEES HIRED BEFORE APRIL 19, 1996
Effective: April 1, 2008

<u>Wage Group</u>	<u>Start</u>	<u>After 4 Months</u>	<u>After 8 Months</u>	<u>After 12 Months</u>	<u>Lead- Hand Rates</u>
	\$	\$	\$	\$	\$
3	18.59	19.71	20.80	24.24	
4	19.04	20.16	21.26	24.70	
5	19.87	21.04	22.23	25.84	
7	-	-	-	27.74	
8	-	-	-	29.81	
9	30.11	-	-	30.88	
10	31.02	-	-	31.82	33.41
11	31.89	-	-	32.71	34.35
12	32.76	-	-	33.60	35.28
13	33.66	-	-	34.52	36.25
14	34.58	-	-	35.47	37.24
15	35.53	-	-	36.44	38.26
16	36.48	-	-	37.42	39.29
17	37.47	-	-	38.43	40.35

Notes:

1. Applies to all employees hired before April 19, 1996.
2. See separate wage schedule for Local 2 Apprentices.
3. Lead Hands shall be paid 5% per hour over the rate normally paid to Grade 1 employees in their work group.
4. Students engaged for vacation relief or temporary duties of an unskilled nature are to be paid \$13.88 per hour. Students employed in the electrical stores area are to be paid \$15.23 per hour. Students employed in the Electrician's Assistant classification are to be paid \$15.50 per hour. All students are eligible to receive a lump sum bonus equal to \$0.10 per hour for each hour worked during their employment, providing they remain in good standing until released by the Commission.

SCHEDULE "A-1"
LOCAL NO. 2, C.U.P.E.
BASIC HOURLY WAGE SCHEDULE
APPLIES TO EMPLOYEES HIRED ON OR AFTER APRIL 19, 1996

Effective: April 1, 2008

<u>Wage</u> <u>Group</u>	<u>Start</u>	<u>After</u> <u>12 Months</u>	<u>After</u> <u>24 Months</u>	<u>After</u> <u>30 Months</u>	<u>Lead Hand</u> <u>Rates</u>
	\$	\$	\$	\$	\$
3	18.59	19.37	21.01	24.24	-
4	19.04	20.27	21.78	24.70	-
5	19.87	21.70	23.09	25.84	-
7	21.33	23.82	25.11	27.74	-
8	22.94	26.22	27.41	29.81	-
9	30.11	30.36	30.63	30.88	-
10	31.02	31.29	31.57	31.82	33.41
11	31.89	32.16	32.45	32.71	34.35
12	32.76	33.05	33.30	33.60	35.28
13	33.66	33.94	34.24	34.52	36.25
14	34.58	34.86	35.16	35.47	37.24
15	35.53	35.79	36.14	36.44	38.26
16	36.48	36.76	37.12	37.42	39.29
17	37.47	37.75	38.12	38.43	40.35

NOTES:

1. Applies to all employees hired on or after April 19, 1996.
2. See separate wage schedule for Local 2 Apprentices.
3. Lead Hands shall be paid 5% per hour over the rate normally paid to Grade 1 employees in their work group.
4. Students engaged for vacation relief or temporary duties of an unskilled nature are to be paid \$13.88 per hour. Students employed in the electrical stores area are to be paid \$15.23 per hour. Students employed in the Electrician's Assistant classification are to be paid \$15.50 per hour. All students are eligible to receive a lump sum bonus equal to \$0.10 per hour for each hour worked during their employment, providing they remain in good standing until released by the Commission.
5. Effective April 1, 2008 employees hired on or after April 19, 1996 shall not serve more than one (1) thirty month Wage Progression. This thirty month wage progression shall be attached to the employee only and not to any occupational classification or wage group.

SCHEDULE "A-2"
LOCAL NO. 2, C.U.P.E.
BASIC HOURLY WAGE SCHEDULE
APPLIES TO EMPLOYEES HIRED BEFORE APRIL 19, 1996
Effective: April 1, 2009

<u>Wage</u> <u>Group</u>	<u>Start</u> \$	<u>After</u> <u>4 Months</u> \$	<u>After</u> <u>8 Months</u> \$	<u>After</u> <u>12 Months</u> \$	<u>Lead-</u> <u>Hand</u> <u>Rates</u> \$
3	19.15	20.30	21.42	24.97	-
4	19.61	20.76	21.90	25.44	-
5	20.47	21.67	22.90	26.62	-
7	-	-	-	28.57	-
8	-	-	-	30.70	-
9	31.01	-	-	31.81	-
10	31.95	-	-	32.77	34.41
11	32.85	-	-	33.69	35.37
12	33.74	-	-	34.61	36.34
13	34.67	-	-	35.56	37.34
14	35.62	-	-	36.53	38.36
15	36.59	-	-	37.53	39.41
16	37.58	-	-	38.54	40.47
17	38.59	-	-	39.58	41.56

NOTES:

1. Applies to all employees hired before April 19, 1996.
2. See separate wage schedule for Local 2 Apprentices.
3. Lead Hands shall be paid 5% per hour over the rate normally paid to Grade 1 employees in their work group.
4. Students engaged for vacation relief or temporary duties of an unskilled nature are to be paid \$14.30 per hour. Students employed in the electrical stores area are to be paid \$15.69 per hour. Students employed in the Electrician's Assistant classification are to be paid \$15.97 per hour. All students are eligible to receive a lump sum bonus equal to \$0.10 per hour for each hour worked during their employment, providing they remain in good standing until released by the Commission.

SCHEDULE "A-3"

LOCAL NO. 2, C.U.P.E.

BASIC HOURLY WAGE SCHEDULE

APPLIES TO EMPLOYEES HIRED ON OR AFTER APRIL 19, 1996

Effective: April 1, 2009

Wage Group	Start	After 12 Months	After 24 Months	After 30 Months	Lead Hand Rates
	\$	\$	\$	\$	\$
3	19.15	19.95	21.64	24.97	-
4	19.61	20.88	22.43	25.44	-
5	20.47	22.35	23.78	26.62	-
7	21.97	24.53	25.86	28.57	-
8	23.63	27.01	28.23	30.70	-
9	31.01	31.27	31.55	31.81	-
10	31.95	32.23	32.52	32.77	34.41
11	32.85	33.12	33.42	33.69	35.37
12	33.74	34.04	34.30	34.61	36.34
13	34.67	34.96	35.27	35.56	37.34
14	35.62	35.91	36.21	36.53	38.36
15	36.59	36.86	37.22	37.53	39.41
16	37.58	37.86	38.23	38.54	40.47
17	38.59	38.88	39.26	39.58	41.56

Notes:

1. Applies to all employees hired on or after April 19, 1996.
2. See separate wage schedule for Local 2 Apprentices.
3. Lead Hands shall be paid 5% per hour over the rate normally paid to Grade 1 employees in their work group.
4. Students engaged for vacation relief or temporary duties of an unskilled nature are to be paid \$14.30 per hour. Students employed in the electrical stores area are to be paid \$15.69 per hour. Students employed in the Electrician's Assistant classification are to be paid \$15.97 per hour. All students are eligible to receive a lump sum bonus equal to \$0.10 per hour for each hour worked during their employment, providing they remain in good standing until released by the Commission.
5. Effective April 1, 2008 employees hired on or after April 19, 1996 shall not serve more than one (1) thirty month Wage Progression. This thirty month wage progression shall be attached to the employee only and not to any occupational classification or wage group.

SCHEDULE "A-4"
LOCAL NO. 2, C.U.P.E.
BASIC HOURLY WAGE SCHEDULE
APPLIES TO EMPLOYEES HIRED BEFORE APRIL 19, 1996
Effective: April 1, 2010

Wage Group	Start	After 4 Months	After 8 Months	After 12 Months	Lead- Hand Rates
	\$	\$	\$	\$	\$
3	19.72	20.91	22.06	25.72	-
4	20.20	21.38	22.56	26.20	-
5	21.08	22.32	23.59	27.42	-
7	-	-	-	29.43	-
8	-	-	-	31.62	-
9	31.94	-	-	32.76	-
10	32.91	-	-	33.75	35.44
11	33.83	-	-	34.70	36.44
12	34.76	-	-	35.65	37.43
13	35.71	-	-	36.63	38.46
14	36.69	-	-	37.63	39.51
15	37.69	-	-	38.66	40.59
16	38.71	-	-	39.70	41.69
17	39.75	-	-	40.77	42.81

NOTES:

1. Applies to all employees hired before April 19, 1996.
2. See separate wage schedule for Local 2 Apprentices.
3. Lead Hands shall be paid 5% per hour over the rate normally paid to Grade 1 employees in their work group.
4. Students engaged for vacation relief or temporary duties of an unskilled nature are to be paid \$14.73 per hour. Students employed in the electrical stores area are to be paid \$16.16 per hour. Students employed in the Electricians' Assistant classification are to be paid \$16.45 per hour. All students are eligible to receive a lump sum bonus equal to \$0.10 per hour for each hour worked during their employment, providing they remain in good standing until released by the Commission.

SCHEDULE "A-5"

LOCAL NO. 2, C.U.P.E.

BASIC HOURLY WAGE SCHEDULE

APPLIES TO EMPLOYEES HIRED ON OR AFTER APRIL 19, 1996

Effective April 1, 2010.

Wage		After	After	After	Lead Hand
Group	Start	12 Months	24 Months	30 Months	Rates
	\$	\$	\$	\$	\$
3	19.72	20.55	22.29	25.72	-
4	20.20	21.51	23.10	26.20	-
5	21.08	23.02	24.49	27.42	-
7	22.63	25.27	26.64	29.43	-
8	24.34	27.82	29.08	31.62	-
9	31.94	32.21	32.50	32.76	-
10	32.91	33.20	33.50	33.75	35.44
11	33.83	34.11	34.42	34.70	36.44
12	34.76	35.06	35.33	35.65	37.43
13	35.71	36.01	36.33	36.63	38.46
14	36.69	36.99	37.30	37.63	39.51
15	37.69	37.97	38.34	38.66	40.59
16	38.71	39.00	39.38	39.70	41.69
17	39.75	40.05	40.44	40.77	42.81

Notes:

1. Applies to all employees hired on or after April 19, 1996.
2. See separate wage schedule for Local 2 Apprentices.
3. Lead Hands shall be paid 5% per hour over the rate normally paid to Grade 1 employees in their work group.
4. Students engaged for vacation relief or temporary duties of an unskilled nature are to be paid \$14.73 per hour. Students employed in the electrical stores area are to be paid \$16.16 per hour. Students employed in the Electrician's Assistant classification are to be paid \$16.45 per hour. All students are eligible to receive a lump sum bonus equal to \$0.10 per hour for each hour worked during their employment, providing they remain in good standing until released by the Commission.
5. Effective April 1, 2008 employees hired on or after April 19, 1996 shall not serve more than one (1) thirty month Wage Progression. This thirty month wage progression shall be attached to the employee only and not to any occupational classification or wage group.

SCHEDULE B
C.U.P.E. LOCAL 2
HOURLY WAGE SCHEDULE – APPRENTICES
Effective April 1, 2008

Wage Group	PERIOD OF TRAINING								Grade 1 Start Rate
	Level 1		Level 2		Level 3		Level 4		
	Failure 60%	Pass 65%	Failure 70%	Pass 75%	Failure 80%	Pass 85%	Failure 90%	Pass 95%	97.5%
9	18.53	20.07	21.62	23.16	24.70	26.25	27.79	29.34	30.11
10	19.09	20.68	22.27	23.87	25.46	27.05	28.64	30.23	31.02
11	19.63	21.26	22.90	24.53	26.17	27.80	29.44	31.07	31.89
12	20.16	21.84	23.52	25.20	26.88	28.56	30.24	31.92	32.76
13	20.71	22.44	24.16	25.89	27.62	29.34	31.07	32.79	33.66
14	21.28	23.06	24.83	26.60	28.38	30.15	31.92	33.70	34.58
15	21.86	23.69	25.51	27.33	29.15	30.97	32.80	34.62	35.53
16	22.45	24.32	26.19	28.07	29.94	31.81	33.68	35.55	36.48
17	23.06	24.98	26.90	28.82	30.74	32.67	34.59	36.51	37.47

SCHEDULE B-1
C.U.P.E. LOCAL 2
HOURLY WAGE SCHEDULE – APPRENTICES
Effective April 1, 2009

Wage Group	PERIOD OF TRAINING								Grade 1 Start Rate
	Level 1		Level 2		Level 3		Level 4		
	Failure 60%	Pass 65%	Failure 70%	Pass 75%	Failure 80%	Pass 85%	Failure 90%	Pass 95%	97.5%
9	19.09	20.68	22.27	23.86	25.45	27.04	28.63	30.22	31.01
10	19.66	21.30	22.94	24.58	26.22	27.85	29.49	31.13	31.95
11	20.21	21.90	23.58	25.27	26.95	28.64	30.32	32.01	32.85
12	20.77	22.50	24.23	25.96	27.69	29.42	31.15	32.88	33.74
13	21.34	23.11	24.89	26.67	28.45	30.23	32.00	33.78	34.67
14	21.92	23.74	25.57	27.40	29.22	31.05	32.88	34.70	35.62
15	22.52	24.39	26.27	28.15	30.02	31.90	33.78	35.65	36.59
16	23.12	25.05	26.98	28.91	30.83	32.76	34.69	36.61	37.58
17	23.75	25.73	27.71	29.69	31.66	33.64	35.62	37.60	38.59

**SCHEDULE B-2
C.U.P.E. LOCAL 2
HOURLY WAGE SCHEDULE – APPRENTICES
Effective April 1, 2010**

Wage Group	PERIOD OF TRAINING								Grade 1 Start Rate
	Level 1		Level 2		Level 3		Level 4		
	Failure 60%	Pass 65%	Failure 70%	Pass 75%	Failure 80%	Pass 85%	Failure 90%	Pass 95%	97.5%
9	19.66	21.29	22.93	24.57	26.21	27.85	29.48	31.12	31.94
10	20.25	21.94	23.63	25.31	27.00	28.69	30.38	32.06	32.91
11	20.82	22.56	24.29	26.03	27.76	29.50	31.23	32.97	33.83
12	21.39	23.17	24.96	26.74	28.52	30.30	32.09	33.87	34.76
13	21.98	23.81	25.64	27.47	29.30	31.14	32.97	34.80	35.71
14	22.58	24.46	26.34	28.22	30.10	31.99	33.87	35.75	36.69
15	23.20	25.13	27.06	29.00	30.93	32.86	34.79	36.73	37.69
16	23.82	25.81	27.79	29.78	31.76	33.75	35.73	37.72	38.71
17	24.46	26.50	28.54	30.58	32.62	34.65	36.69	38.73	39.75

SCHEDULE "C"
OCCUPATIONAL CLASSIFICATIONS
AND WAGE GROUPS

Occupational Classifications	Wage Group
Power System Controller	LH14
Radio Technician, Grade 1	13
Signal Control Technician, Grade 1	13
Signal Technician, Grade 1	13
Substation Technician	13
Transit Control Technician, Grade 1	13
C.I.S. Technician, Grade 1	12
SCADA Technician, Grade 1	12
Substation Electrician, Grade 1	12
Cable & Telephone Technician, Grade 1	11
Electrician (Wiring & Service), Grade 1	11
Overhead Lineperson, Grade 1	11
Relay and Instrumentation Technician, Grade 1	11
Senior Storeperson (S.E.C.)	9
Communications Utility Person	7
C.I.S. Technicians' Assistant	5
Electricians' Assistant	5
Overhead Lineperson's Assistant	5
Truck Driver	3
Apprentices	Refer to Schedules "B", "B-1" and "B-2"
Lead Hands*	No Wage Groups

* Lead Hands shall be paid 5% per hour over the rate normally paid to Grade 1 employees in their work group.

The Commission agrees to amend the Collective Agreement wage schedules by adding reference to wage groups 16 and 17.

SCHEDULE “D”

Classification of Employees to Receive Laundering of Issue Clothing

Cable and Telephone Technician, Grade 1
Electrician (Wiring and Service), Grade 1
Electricians’ Assistant
Overhead Lineperson, Grade 1
Radio Technician, Grade 1
Signal Technician, Grade 1
Storeroom Attendant (Electrical)
Substation Electrician, Grade 1
Utility Person

Guidelines pertaining to Laundering Service

1. All employees (including Apprentices) in those classifications set out above will be required to submit their Issue Clothing for laundering.
2. Other maintenance employees will have the option to have their Issue Clothing laundered.
3. Two complete sets of Issue Clothing will normally be laundered once a week (one set of clothes equals one shirt and one pair of pants).
4. Issue Clothing submitted for laundering will be dropped off and picked up by the employee at locations designated by the Commission at the end of the employee’s shift.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

TORONTO TRANSIT COMMISSION

(Sgd.)	G. Webster Chief General Manager
(SEAL)	
(Sgd.)	V. Rodo General Secretary
(Sgd.)	S.Blakey Executive Director, HR
(Sgd.)	D. Finn General Superintendent, S/E/C
(Sgd.)	K. Watson Senior Director, HR
(Sgd.)	A. Smith Operations Assistant
(Sgd.)	J. Maharaj Chief Accountant – Payroll and Costs
(Sgd.)	P. Pignatari Budget Specialist

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2

(Sgd.) M. Santos
President
(Sgd.) S. Lindo
Vice-President

(SEAL)

(Sgd.) C. Manbahal
Recording Secretary
(Sgd.) J. Shynn
Secretary-Treasurer
(Sgd.) P. Paulekat
National Representative
(Sgd.) B. Dominelli
Committee Member

APPENDIX A

February 1, 2002

Letter of Intent – Article 4. Job Evaluation

The parties agree to add a step of mandatory mediation prior to arbitration in the current job evaluation plan.

APPENDIX B

City Clause

The Commission will match the wage increase settled with C.U.P.E., Local 79 or 416 on an annual basis if the City settles with these Unions for a higher annual wage rate for the period of the new collective agreement. For example, if the City settles for greater than 2.75% for 2005, the Commission will match the greater amount for 2005.

Dated the 15th day of April 2005.

[Original Signed By]

Scott Blakey
Executive Director – Human Resources
Toronto Transit Commission

[Original Signed By]

Doug Peddle
President
C.U.P.E., Local 2

APPENDIX C

Ontario Health Premium

The final judicial decision regarding the Commission's obligation to pay the Ontario Health Premium for A.T.U., Local 113 employees will apply to the Commission and C.U.P.E., Local 2.

Dated the 15th day of April 2005.

[Original Signed By]

Scott Blakey
Executive Director-Human Resources
Toronto Transit Commission

[Original Signed By]

Doug Peddle
President
C.U.P.E., Local 2

APPENDIX D

Letter of Understanding – Article 39, Health & Safety

Given the shared goal of workplace safety, the parties will continue to work on minimizing health and safety risks at the Toronto Transit Commission (TTC). Management welcomes the Union's input with regard to training on health and safety issues and in the promotion of safety and health of employees.

APPENDIX E

Letter of Understanding – Vacation Regulations

Employees who work in the Plant Department will select vacation in accordance with the Vacation Regulations. Specifically, they will select as part of their group. All employees will participate in vacation coverage.

APPENDIX F

Letter of Understanding- Work Schedule

This will confirm our agreement reached during negotiations that the current practice of providing an annual schedule of work that bargaining unit members can sign based on their seniority and considering employees' input into work selection will be continued. In the event there is disagreement, management retains the exclusive right to assign and schedule work. This letter of understanding shall expire on expiry of the collective agreement on March 31, 2011.

APPENDIX G

Letter of Intent- Length of Shifts

The General Superintendent of Signals/ Electrical/ Communications will meet with a Union Executive representative within 60 days of ratification of the new collective agreement to review and constructively discuss any proposed changes to the existing shift length. The parties agree that the authority to alter shifts ultimately rests with the Commission.

APPENDIX H

CCTV

April 2, 2008

Mr. Mike Santos
President
Canadian Union of Public Employees (CUPE) Local 2
2 Bloor Street West
Suite 100/379
Toronto, ON M4B 3E2

Dear Mr. Santos:

Re: CCTV

The Commission will not use the images or any other information arising from the CCTV for any discipline or performance monitoring of a unionized employee unless the employee is involved in alleged criminal activity while on the job or unless the parties agree otherwise.

Sincerely,

Scott Blakey
Executive Director – Human Resources

APPENDIX I

June 24, 2008

Mr. Scott Blakey
Executive Director
Human Resources
Toronto Transit Commission
1900 Yonge Street
Toronto, ON M4S 1Z2

Dear Mr. Blakey:

RE: Grievance referral to Arbitration

This will confirm that discussions were held during negotiations for the renewal of the collective agreement expiring March 31, 2008 regarding the Commission's concern of the timely referral of grievances to arbitration.

CUPE Local 2 agrees that it is in the best interests of union-management relations that labour issues arising out of the collective agreement are dealt with in a timely manner and consistent with the provisions therein.

CUPE Local 2 further agrees to meet with the Commission within thirty (30) days of the conclusion of negotiations to review all outstanding grievances.

Sincerely,

Mike Santos
President
CUPE Local 2

APPENDIX J

April 20, 2008

Re: Pension Solvency Issues

The Commissioners, TTC management and the Union consider the solvency issues of the TTC pension plan to be a serious issue for employees and the Commission.

The Commissioners understand and accept that management will include a \$4 million contribution increase in the 2010 and 2011 operating budget for their consideration. While the Commissioners cannot commit to the increase outside of the budget process, we have received a very strong indication that they believe the pension solvency issue should be addressed. Subject to the approval of the referenced operating budgets, the Commission and the members of the Pension Fund Society are bound to the appropriate contribution increases.