

AGREEMENT

BETWEEN



Toronto Transit Commission

and



Local 113, Amalgamated Transit Union

Effective April 1, 2014 to March 31, 2018



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Toronto Transit Commission
and
Local 113,
Amalgamated Transit Union

Effective April 1, 2014 to March 31, 2018

Entered into as of May 8th, 2014

This Agreement signed by Local 113,

May 8th, 2014

Signed by Toronto Transit Commission

May 8th, 2014

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THIS AGREEMENT made in duplicate this 1st day of April, 2014

Between:

TORONTO TRANSIT COMMISSION, hereinafter called “THE
TTC”

Party of the First Part:

— and —

LOCAL 113, AMALGAMATED TRANSIT UNION, hereinafter
called “THE UNION”

Party of the Second Part.

The parties hereto agree with each other as follows:

ARTICLE I

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 classifications set out in Schedule “B” of this Agreement to provide a procedure for the prompt adjustment of differences arising from or pertaining to this Agreement; and to set forth various other provisions relative to the rights, privileges, duties and obligations of the employees, the Union and the TTC; in order to assure an efficient and uninterrupted transit service to the public.

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

The parties agree that the “TTC”, “Commission,” and “Toronto Transit Commission” are the same.

Section 2. Employees’ Representatives

For the purposes of discussing and conferring with respect to any matter which concerns the employer-employee relationship, duly authorized representatives of the TTC shall meet at any reasonable time with the regularly elected 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.

Section 3. Present Working Conditions

Any working condition which is at present in effect shall continue in effect unless it is changed during the term of this Agreement by the mutual consent of the parties hereto. Should any dispute arise as to its existence, it shall be decided under the grievance procedure as set out herein.

Section 4. Extra Work

The parties hereto recognize that the demands made upon the TTC's services fluctuate widely during the normal day and to a lesser extent from day to day and from season to season.

When an emergency requires employees to continue at work for extra time, the parties hereto agree that the employees represented by the Union shall perform the necessary work at the premium rates as set out herein, provided that such extra work is kept to a minimum consistent with the emergency, and if employees have adequate reasons they shall be excused.

Emergency procedures (where necessary) will be initiated by a TTC Official at or above the level of Operations Superintendent. The most senior Executive Officer of the Union available will be informed of the emergency as soon as possible after it is called, and again when it is cancelled.

Section 5. Reinstatement of Employees' Representatives

Employees elected to a full-time office or position in the Amalgamated Transit Union shall be granted leave of absence upon written application to their Department Head for the period they are so acting. Upon retirement from said office, employees shall be given their former employment and seniority, provided they are qualified after receiving the normal training required to fill such a position at the time of reinstatement.

Section 6. Conditions for Union Shop and Checkoff

All employees in classifications covered by this Agreement must, unless already holding membership in any other organized labour union and working at their craft remain members in good standing of the Union by payment of dues as a condition of continued employment with the TTC.

New regular employees in the classifications covered by the Agreement, unless members of any organized labour union and working

at their craft, must on their first date of employment with the TTC become and remain members in good standing of the Union as long as in such employment of the TTC.

All temporary employees must on their first day of employment with the TTC become and remain Associate Members in good standing, as long as in the employment of the TTC.

Should Associate Members leave and later re-enter the service, they shall become Associate Members from the date they re-entered the TTC's service without being required to again authorize the deduction of dues from their pay.

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

The TTC agrees to checkoff and remit to the Secretary-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 Secretary-Treasurer of the Union shall notify the TTC by letter of any changes in the amount of monthly assessment

to be deducted and receipt of such notification shall be the TTC's conclusive authority to make the deductions specified.

Union dues shall be deducted weekly for employees on a weekly payroll.

The Union shall not impose an assessment which does not conform to the Constitution and General Laws of the Amalgamated Transit Union.

The Union Shop shall only apply to those whom the Union may represent from time to time as a Bargaining Agent.

Section 7. Continuity of Service to the Public

The Union is recognized as the exclusive bargaining agent of the employees in the occupational classifications listed under Schedule "B" 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 TTC's service to the public, and further agrees that if such action arises the Officers and Executive Board Members of the Union will take all means to have the defaulting employees returned to work as usual.

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

The TTC agrees that, so long as this Agreement continues to operate, there shall be no lockout, a suspension of work or a refusal to continue to employ a number of its employees with a view to compel or induce its employees to agree to provisions or changes in provisions

respecting terms or conditions of employment or the rights, privileges or duties of the TTC, the Union or the employees.

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

Section 8. Management and Discipline

Except as otherwise provided in this Agreement, the management, supervision and control of the TTC's operations and the direction of the working force remains an exclusive Management function. This right of Management shall, without limiting the generality of the foregoing, include the right to plan, schedule and 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 employees who have not completed their probationary period may be dismissed by the TTC for any reason satisfactory to the TTC, and the right of a probationary employee to grieve or otherwise challenge such dismissal shall be only as contained in Article 1, Section 22 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.

The Management shall acquaint the Union in advance of any important contemplated action which affects employees covered by this Agreement.

Administration of Discipline

The parties recognize that discipline, including dismissal, can be a traumatic experience for employees, and accordingly, justice must be done in a manner that is consistent with dignity. The employee may be subject to an initial fact finding interview and will be given an opportunity to present any pertinent information. The employee may

be relieved from duty (with or without pay) or reassigned, as circumstances warrant.

Where an employee's general record or, general performance is not satisfactory to the employee's Supervisor, the details of the case and the proposed discipline will be reviewed with the appropriate Union representative in advance of disciplinary action being taken.

Supervisors when correcting employees for misdemeanours shall confine themselves to the pertinent facts which relate to the employee's performance of duties at that time.

An employee reporting for discipline shall be informed of the nature of the charge, the discipline being imposed and the basis of the discipline rendered. The basis of the discipline rendered shall be the facts of the case and not unsubstantiated personal opinion.

Employees shall be entitled, if they request to have a Union Representative with them whenever such employees are required to report for discipline. If such a request is made, and a union representative is not immediately available, the discipline interview will be delayed for a reasonable time. The TTC will not be liable for any wages lost as a result of the delay.

When a disciplinary report on any member of Local 113 has been recorded in writing, one copy will be placed in the employee's file, one copy to the employee and one copy forwarded to the Union Office. Employees will be given an opportunity to add their comments and to sign Employee Progress Review forms. A copy of completed forms will be provided to employees.

Previous offences unless the employee was informed of them shall not be considered when rendering discipline and where such information has been given such previous offences shall not be taken into consideration except so far as they relate to the offence under review.

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 years prior to the preceding five years shall be destroyed.

The TTC agrees that when employees are required to report for discipline, their case shall be decided with the least possible delay so any financial loss will be minimized and, if possible, at a time when the employee would not otherwise be working.

No Operator or Collector shall be relieved from duty for the purpose of discipline without first being interviewed by the Manager or Assistant Managers or designate, except in those cases with respect to which the TTC may impose the specific penalty of discharge.

Personal interviews with Operators, by The 1 Manager or their Assistant Manager or their designate, will be conducted at the Operator's Divisional Office.

Upon request employees may, twice during a calendar year, inspect their own Personnel Services (Human Resources) record. Such inspection will be made during normal business hours, at a time suitable to both parties.

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

The TTC may impose the specific penalty of discharge for any of the following offences:

- a) Theft from the TTC; save and except theft of goods having a nominal value.
- b) Consuming an intoxicating beverage, or drug for other than medicinal purposes, while on duty.

- c) Being impaired while on duty by reason of consumption of an intoxicating beverage, or drug for other than medicinal purposes.
- d) Being in possession of an intoxicating beverage, or drug, for other than medicinal purposes, while on duty.

The grievance procedure provided for herein shall apply to all cases where a specific penalty may be imposed; but at arbitration the factual basis only for the application of the above specific penalties may be reviewed. If the factual basis is substantiated, the Arbitration Board shall not inquire into the propriety of the specific penalty. Nothing in this provision shall affect the right of the TTC to discharge or discipline employees for just cause, and the question of whether just cause for discharge or discipline exists in any other case shall be determined without regard to the existence of this provision.

Section 9. Grievance Procedures

It is the mutual desire of the parties hereto that complaints and grievances of employees, the Union and the TTC shall be adjusted as quickly as possible, and the following procedures shall apply to all such complaints or grievances.

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be a proper matter for the Grievance Procedure outlined below. It is understood that a complaint does not become a grievance until the employee has first given the supervisory force an opportunity to adjust the complaint.

Step 1.

If any one or more employees (herein referred to as the Grievor) shall have a grievance against the TTC, the Grievor may, within 16 calendar days after the Grievor has become aware of the facts giving rise to the complaint have arisen, submit the complaint, orally, to the immediate Foreperson, Supervisor or Manager. The Grievor may at any

time be accompanied or represented by a Union Representative and the parties shall attempt to resolve the matter.

Step 2.

If the matter cannot be resolved at Step 1, or if a solution satisfactory to the Grievor is not reached within 12 calendar days following such submission, then the Union may submit the complaint as a grievance, in writing or orally, to the Department Head of the Department in which the Grievor works or the designated representative of such Department Head.

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

The Department Head or designated representative shall reply to the grievance within 12 calendar days of submission thereof.

Step 3.

If the reply from the Department or designated representative is unsatisfactory to the Union, the Union may, within 12 calendar days from the receipt of the reply in Step 2, or if no reply is received, within 12 calendar days from the expiration of the period limited for such reply, submit an appeal in writing to the Head – Human Resources or designated representative.

The Designate in the Operations Group/Service Delivery Group will conduct the Appeal for employees (including Wheel Trans) and shall reply in writing within 12 calendar days. Should either Designate not be available, the Head – Human Resources or designated representative shall conduct the grievance.

All other grievances shall be dealt with by the Head – Human Resources or designated representative in accordance with the above provisions.

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

If such reply is not satisfactory to the Union, or if no reply is received, either party may, within five (5) calendar days, submit the matter to Grievance Mediation, or may, within thirty (30) calendar days, submit the matter to Arbitration as hereinafter provided.

Step 4. Grievance Mediation

- (a) Either party may submit the grievance to Grievance Mediation at any time within five (5) calendar days following the receipt of the reply at Step 3, or if no reply is received, within five (5) calendar days following the expiration of the period limited for such reply. Where the matter is so referred, the Mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance Mediation will commence within twenty-one (21) calendar days of the grievance being submitted to Mediation.
- (c) The Grievance Mediation process is without prejudice to either party.
- (d) No matter may be submitted to Grievance Mediation which has not properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (e) The parties may agree to the appointment of a Mediator by the Ministry of Labour, provided that such Mediator is able to commence the Grievance Mediation within the time periods set out in Item (b), or where the parties mutually agree to extend the time periods for such Mediator.

- (f) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (g) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (h) The Mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- (i) If a grievance is not settled through the Grievance Mediation process, the Mediator shall provide the parties with an immediate oral advisory opinion and the grounds of such advisory opinion, unless both parties agree that no such opinion shall be provided.
- (j) If no settlement is reached within five (5) calendar days following Grievance Mediation, the parties are free to submit the matter to Arbitration as hereinafter provided. In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration, or any documentation relied upon by either party for the first time at Grievance Mediation shall be used against it at Arbitration.
- (k) Any settlement reached shall not be referred to by the parties in respect of any subsequent matter and in any other setting.
- (l) All settlements shall be “Without Prejudice”.
- (m) The union and the TTC will share the cost of the Mediator if any.

Group Grievance

In the event that more than one employee is affected by a specific incident or circumstance and such employees would be entitled to grieve, a group grievance shall be presented in writing by the Union at Step 3.

Union, Policy or TTC Grievances

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

Step 5. Arbitration

It is the mutual desire of the Union and the TTC to expedite, where possible, the arbitration proceedings referred to herein. In that regard, the parties will make every effort to conclude an “Agreed Statement of Fact” which will be submitted to the Board of Arbitration.

1. The grieving party may submit the grievance to Arbitration at any time within 30 calendar days following the receipt of the reply at Step 3, or if no reply is received, within 30 calendar days following the expiration of the period limited for such reply, or, in the case of a Union or TTC grievance, within 30 calendar days of the expiration of the 30 calendar days’ period referred to in the preceding paragraph.

Where Grievance Mediation occurs and no settlement is reached, the matter may be referred to Arbitration by the grieving party within thirty (30) calendar days after the five (5) calendar day period fol-

lowing the completion of the Mediation process referred to in Item (j) has elapsed.

2. No matter may be submitted to Arbitration which has not been properly carried through the grievance procedure provided that the parties may extend the time limits fixed in both the grievance and arbitration procedures. Where no reply is given by a party within the time limits specified in the grievance procedure, the other party shall be entitled to submit the grievance to the next step of the grievance procedure, or to Arbitration as the case may be.

3.(1) Either party desiring to submit to Arbitration 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 give notice to the other party in writing of its desire to refer the grievance to Arbitration and at the same time shall inform the Chairperson Nominee who is then first on the list of Chairperson Nominees, which list is referred to in Paragraph 3(2)(a) hereof, and who therefore is entitled to act as Chairperson of the Arbitration Board pursuant to the terms of Paragraph 3(2)(b) hereof.

3.(2)(a) The Chairperson of the Board of Arbitration must be selected from a list of Chairperson Nominees, agreed to between the parties, which list will be subject to additions and/or deletions from time to time with the mutual consent of the parties hereto. The order of names on the list shall rotate as hereinafter provided.

(b) The Chairperson of the Board of Arbitration shall be the Chairperson Nominee, whose name is first on the list at the time the grievance is submitted to Arbitration, provided that the said Chairperson Nominee must be able to provide the parties with a hearing date which is within 90 calendar days of the date of the referral of the grievance to Arbitration or such other date as is agreed to by the parties. If the Chairperson Nominee whose name is first on the list is not able to establish a hearing date which is within such 90 calendar days, the Chairperson Nominee whose name is second on the list must be

selected as Chairperson, provided that he is able to establish a hearing date which is within such 90 calendar days, and the selection process shall continue until a Chairperson Nominee is able to provide the parties with a hearing date which is within 90 calendar days is reached on the list. In the event that the list of Chairperson Nominees is exhausted without finding a Chairperson able to so provide a hearing date, the Chairperson Nominee whose name was first on the list at the time of the referral of the grievance to Arbitration will be selected as the Chairperson of the Board of Arbitration and the said Chairperson will be requested to schedule the earliest possible date for a hearing. Where any such Chairperson is unable or unwilling to act, selection of a Chairperson shall be made in order from the list.

(c) Each party shall at any time but not later than 15 calendar days following the establishment of the date of hearing by the Chairperson appoint its Nominee to the Board of Arbitration on the understanding that the date established by the Chairperson will not be altered except by agreement of the parties and the Chairperson. Either party may make substitution to their Nominee at any time.

(d) Notwithstanding anything herein contained, where the grievance involves any matter other than a difference between the parties respecting discharge from, or other termination of, employment, upon the request of either party, made within 10 calendar days after delivery of the notice referred to in Paragraph 3 (1) above, the requirement of a hearing date within 90 calendar days of the referral to Arbitration shall be waived, and the Chairperson who is first on the list at the time of the initial referral will be asked to provide dates for Arbitration upon which the parties can agree.

(e) The name of a Chairperson Nominee will be placed at the bottom of the list when he or she either:

- (i) becomes seized of a grievance, or
- (ii) advises the parties in a case to which provisions requiring a hearing within 90 calendar days of the referral

apply, that he or she is unable to provide a hearing date with such 90 calendar days.

4. The Board of Arbitration as selected and composed in accordance with this article shall hear and determine the grievance and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Board of Arbitration, but if there is no majority, the decision of the Chairperson governs.

5. The Board of Arbitration shall be required by the parties, in any grievance involving discharge or other termination of, employment, or discipline, to render a decision within 30 calendar days following the hearing, with or without written reasons, and in the absence of written reasons, the Arbitration Board shall give written reasons for its decision within 60 calendar days following the rendering of the decision. If any Board of Arbitration shall fail to render its decision, or give reasons as the case may be, within the time periods set out in this Paragraph, upon the request of either party, the name of the Chairperson of such Board shall be deleted from the list of Chairpersons contained in Subparagraph 3(2)(d) hereof.

6. The Board of Arbitration shall not be entitled to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of the Agreement.

7. The parties shall each pay one half of the remuneration and expenses of the Chairperson of the Board of Arbitration while each party shall be responsible for the remuneration and expense of its appointee to the Board.

8. It is the mutual desire of the Union and the TTC that every possible attempt be made to resolve complaints or grievances without resorting to Arbitration, and to this end each party agrees to meet at the request of the other party at all reasonable times in an attempt to resolve such complaint and grievance, and nothing herein contained shall preclude the parties from meeting and discussing the complaint

or grievance at any stage thereof, either before or after the matter has been submitted to Arbitration. At any such meeting each of the parties may attend with such representative or representatives as each shall respectively choose.

9. 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 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.

Section 10. Hourly Wage Rates

The basic hourly wage rates and job classifications shall be as set forth in Schedules "A-1A" to "A-8H", and Schedule "B" 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, during the term of this agreement, the Consumer Price Index (Toronto all items) (CPI-T) shall increase by 6.25%, or more, above the level of the CPI-T as of June, 1992, the Union may notify the TTC of its desire to renegotiate the wage rates in effect in the second year of this agreement.

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 June, 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 June 30, 1992.

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 Allowance

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.

Job Evaluation & Wage Administration

All matters relating to job descriptions and/or job evaluations and wage administration shall be dealt with in accordance with the Job Evaluation Program and Wage Administration Policy established pursuant to Exhibit 1 of the Memorandum of Settlement dated June 21, 1979 as modified.

Further modifications to the Job Evaluation Program will be made pursuant to Appendix “B” of the Memorandum of Settlement dated October 12, 1989.

Further modifications to the Job Evaluation Program will be made pursuant to the Memorandum of Settlement For Revenue Operations employees dated October 11, 2000 and the Memorandum of Settle-

ment for Wheel-Trans Office, Clerical and Technical employees dated October 1, 2001.

Any dispute concerning job description and/or job evaluation, including any allegation that the procedures in the above documents have not been complied with, shall be dealt with pursuant to the “Referee Procedure” outlined therein.

Section 11. Pay-Direct Deposit

A direct deposit system has been implemented 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 TTC, employees’ pay will be available by direct deposit for the opening banking hours on the business day preceding the holiday.

Section 12. Shift Premium

Each hourly-rated non-uniformed employee (including Station Collectors and Subway Suppliers) 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 of \$.75 per hour worked over and above the normal basic rate.

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.

Operators on crews commencing between 1:00 p.m. and 1:00 a.m. the following day and Wheel-Trans Department Operators on shifts scheduled to finish after 11:00 p.m. but before 7:00 a.m. will be paid an additional shift premium of \$6.00 (8 hours x \$.75)

The above premium shall not be included in the computation of any other premium.

Section 13. 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 eighth anniversary falls.

Five Weeks' Vacation

To employees commencing with the regular vacation period in the year in which their 16th anniversary falls.

Six Weeks' Vacation

To employees commencing with the regular vacation period in the year in which their 22nd anniversary falls.

All vacation periods shall commence on a Sunday and end on a Saturday.

Eligibility

Continuous service shall be 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' continuous service and in the case of death to the deceased employee's estate.

Vacation Pay

Vacation pay (for employees who have earnings shown in 46 or more of the 52 pay periods in the previous calendar year) shall be based on:

Either:

the regular hours worked per week for each occupational classification, and at the regular 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.

A regular employee who has earnings shown in less than 46 of the 52 pay periods in the previous calendar year, shall be paid vacation pay of 80 hours if entitled to two weeks' vacation, 120 hours if entitled to three weeks' vacation, 160 hours if entitled to four weeks' vacation, 200 hours if entitled to five weeks' vacation and 240 hours if entitled to six weeks' vacation at the basic rates of pay in effect when the vacation is taken, for the occupational classification then occupied.

If an employee's basic rate of pay shall change during the employee's vacation period, vacation pay from and after any such change shall be adjusted accordingly. For employees working on a Compressed

Work Week, vacation entitlement (including single day vacations) will be measured in daily work hours e.g. Compressed Work Week day equals 10 hours.

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

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 Department, through the employee's Supervisor, at least three weeks ahead of commencement of vacation.

Vacation Selection

Vacations as set out herein may be taken at such times, in such numbers and under such conditions as set out within the various regulations which may be amended from time to time by the parties hereto. The TTC agrees to post the various vacation regulations in their respective work locations four weeks in advance of every vacation selection.

Subway Suppliers and Collectors shall have separate vacation sign-ups.

If the vacation dates for maintenance employees cannot be satisfactorily arranged within approximately 13 weeks, the Union representative and Department Officials will meet for the purpose of arriving at a satisfactory settlement.

Employees absent through covered illness or injury and entitled to sick benefits in November and December and who have unused vacation entitlement, will be required to use up their vacations before the end of the year (does not apply to those on Workers' Compensation). Such employees who have been forced onto vacation will re-

ceive holiday pay for holidays listed in paragraph 1 of Statutory and Designated Holidays to which they are entitled that occur during the forced vacation.

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

Vacation Postponement

Employees may defer all, or part (i.e. full weeks only) of their annual vacation entitlement from one year to the next, in accordance with the provisions governing vacation postponements contained in the policy on Vacation Regulations.

Wheel-Trans Operators/Clerks

The parties agree to the vacation selection procedures as per Article VI-II, Section 16 and Article VI-III, Section 12.

Section 14. Statutory and Designated Holidays

Statutory and designated holidays for employees covered by this Agreement shall be the day of each eligible employee's birthday, one floater holiday, and the days on which the following holidays are observed by the TTC: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and any other special holiday observed by the TTC. Student employees are not eligible for the Birthday/Floater Holidays.

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.

For uniformed employees and Divisional Clerks, when Christmas Day falls on a Sunday and is observed on Monday, December 26th, Boxing Day will be observed on Tuesday, December 27th. In such cases, uniformed employees and Divisional Clerks, who are assigned to work on Sunday, December 25th, shall be paid one and one-half times the basic rate for each hour actually worked and they shall be given first consideration, for the following Christmas Day, when determining eligibility with respect to being released from work for the Statutory holiday.

When Boxing Day falls on a Sunday, the TTC will observe the holiday on Monday, December 27th. When Christmas Day falls on a Sunday and is observed on Monday, December 26th, Boxing Day will be observed on Tuesday, December 27th.

The Birthday Holiday and Floater Holiday are observed as follows:

I. When The Birthday Occurs On A Normal Work Day.

- (a) Except as noted in (d) below, employees must observe their Birthday Holiday on their birthday, (i.e. they must take that day off.)
- (b) Employees must observe the Floater Day on the working day preceding or the working day following their birthday, as mutually agreed with the Department Head.
- (c) If an employee's birthday is a normal work day immediately preceding or following a statutory holiday or off day, the employee may choose to observe the Floater Day as in (b) above or may choose to observe the Floater Day on the statutory holiday or the off day.

- (d) Whenever it is practical in the opinion of Management, the employees will be allowed to observe their Birthday Holiday on a day that coincides with their off-days on the condition that they apply in writing 10 working days in advance of their birthday. The rule concerning Floater Holiday as recorded in paragraph (b) above shall apply in relation to the day selected as the Birthday Holiday. The observance of a Birthday Holiday as outlined in the foregoing is at the sole discretion of the employee's Department Head.

II. When the Birthday Occurs On An Off Day, A Statutory Holiday, Or During A Vacation Period.

- (a) Employees have the option of observing their Birthday Holiday on their birthday or, they may observe their Birthday Holiday on a lieu day which is to be taken within 30 calendar days after their birthday.

Transportation employees who are eligible to move their birthday or floater to a special day sign-up or a statutory holiday sign-up, must declare their request prior to the closing of leave requests for that particular day.

Employees signed on Compressed Work Week will receive 8 hours pay when the Birthday/Floater falls on their off-day.

Maintenance employees will be granted the Floater Day of their choice if the foreperson is advised of the selection ten days or more prior to the employee's birthday. If the request is made less than ten days in advance, the request will be granted if the employee's services can be spared in the opinion of Management, otherwise employees will be required to observe their Floater Day under one of the options provided in Article 1, Section 14 of the Agreement.

- (b) If employees choose to observe their Birthday Holiday on their actual birthday, they may observe their Floater Day as

in I(b) above or on an off day immediately preceding or following their birthday.

- (c) If employees choose to observe their Birthday Holiday within 30 calendar days of their birthday, then the lieu day is “officially” their birthday and the rules recorded in Part I above concerning Floater Days shall apply in relation to the lieu day. Employees must advise their Department at least ten calendar days in advance of their birthday, of their intention to select a lieu day.
- (d) Operating and Maintenance personnel, observing their birthdays on the date on which the TTC observes a statutory or designated holiday will have priority over other employees with respect to release on such days.

III. Employees May Not Work On The Day They Observe Their Birthday Holiday Or Their Floater Day.

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.

When a statutory or designated holiday falls in maintenance employees' vacation periods, they shall be permitted the option of selecting a lieu day at a date satisfactory to their Department Head or of receiving holiday pay. Operating employees are to receive holiday pay of eight hours at the basic rate if any statutory or designated holiday, other than Birthday and Floater Holidays, falls in their vacation period.

When a statutory or designated holiday falls in Divisional Clerks' and Wheel-Trans Operations Clerks' vacation periods, they shall be permitted the option of receiving holiday pay or selecting a lieu day. If the lieu day option is exercised, they must advise the Department Head at least ten days prior to their vacation and must select a day

acceptable to the department which occurs within 30 calendar days following their vacation.

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.

Employees whose posted off day falls on the day any of the above-named statutory or designated holidays is observed by the TTC shall be paid eight hours at their basic rate if not otherwise disqualified.

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

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

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, or to observe a Birthday and Floater Holiday, until after 30 continuous calendar days of employment.

IV. Employees converting their birthday/floater holidays into two floater days will be governed by the following regulations:

During the vacation sign-up for Transportation or vacation selection period for Maintenance if applicable, employees must state their intentions as to whether or not they wish to observe birthday/floater holidays as per the provision contained in the Collective Agreement, i.e. Article 1, Section 14 — Statutory and Designated Holidays or whether they wish to convert their birthday/floater holidays into two floater days. Employees will not be permitted to change their selection. If employees fail to make a selection at vacation sign-up time or vacation selection time, management will assume that the employee has elected to observe these holidays as a “birthday/floater” holiday:

- i) Selection of Floater Holidays is subject to a balanced workforce.
- ii) Floater Holiday(s) applications must be submitted a minimum of 10 days in advance of the date they are to be taken.
- iii) Employees may not select a Floater Holiday on a Statutory Holiday when they are required to work.
- iv) Floaters may be granted in emergency situations, subject to operational requirements as determined by the vacation quotas.
- v) Floaters must be taken in the calendar year in which they are earned and cannot be carried into the following year. Floaters must be selected by October 1st and taken by December 15. If floaters are not selected by October 1, Management reserves the right to schedule outstanding floater day entitlements.
- vi) Floater Holiday(s) will be paid in accordance with Article 1, Section 14 — Statutory and Designated Holidays.
- vii) Once the selection has been made, no changing/trading will be permitted unless there are exceptional circumstances. Granting

such changes will be subject to operational requirements. The work location Superintendent will have the final decision if a mutual agreement cannot be achieved regarding the selection of Floater Holidays.

- viii) Pre-arranged leave of absences of one to five days will not be granted with outstanding vacation/floater days.
- ix) Floater days are to be observed on a working day and cannot be observed on a vacation day.

Religious Holiday Accommodation

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

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.

Uniformed Employees (Covered by Articles II, III, VI-II, and VI-III)

Uniformed employees who are assigned to work on any of the statutory or designated holidays observed by the TTC shall receive holiday pay of eight hours at the basic rate plus one and one-half times the basic rate for each hour actually worked, with a minimum of eight hours plus any allowances applicable.

Holiday work is any work which commences between the hours of 12:01 a.m. and midnight on the day the holiday is observed.

Uniformed employees released on the holiday but who are required to work on the day preceding or following the holiday who miss but who report in person by 7:30 a.m. or subsequently within one hour of the time of original report, shall not be disqualified for holiday pay if otherwise qualified. All Operators signed on a Compressed Work Week will receive 8 hours Statutory Holiday Pay when the Holiday falls on their off-day.

Uniformed employees who would normally be at work but for whom no work is available on the day a holiday schedule is in effect, shall be paid eight hours' pay at the basic rate, without being required to report for duty on the holiday.

All work performed by employees on any holiday, other than the statutory or designated holidays listed above and for which a special holiday schedule is in effect, shall be paid for at the rate of one and one-half times the basic rate.

Maintenance & Other Employees (Covered by Articles IV and V)

Eligible employees who are not required to work on a statutory or designated holiday shall receive holiday pay at the basic rate for the normal number of hours they would have worked on the day in question had it not been observed as a holiday. Employees on a Compressed Work Week will receive 8 hours Statutory Holiday Pay when the Holiday falls on their off-day.

Employees who are required to work on the day a statutory or designated holiday is observed shall be eligible for holiday pay in addition to payment for each hour actually worked at one and one-half times the basic rate applicable provided they work the major portion of their shift or as required on the day the holiday is observed.

Holiday work is any work done between the hours of 12:01 a.m. and midnight on the day the holiday is observed.

Employees required to work on one of their normal off days which is also a statutory or designated holiday observed by the TTC shall be paid holiday pay and in addition, shall be paid for each hour actually worked at one and one-half times the basic rate applicable.

Section 15. Pensions

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

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

The TTC and bargaining unit members will each contribute to the Pension Fund in accordance with By Law number 7 of the TTC Pension Fund Society By Laws dated July 1, 2005.

The TTC 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 Bylaw 7.03(vi) as in effect on January 1, 1999.

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

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

Pensioners between the ages of 65 and 70 who were hired prior to December 31, 1963 are entitled to a supplementary pension of \$200.04

per annum upon retirement until age 70. Supplementary pensions are paid solely by the TTC.

Section 16. Group Insurance

All regular employees under the age of 65 shall participate in the agreed group insurance plan provided under the auspices of the TTC Joint Ancillary Benefit Committee.

The cost of group life insurance and accidental death and dismemberment insurance is shared on an equal basis by the TTC and the employees.

Basic group life insurance including 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 TTC. The amount of basic group life insurance will increase from \$35,000 to basic annual salary effective January 1, 2010 for employees actively at work. Effective January 1, 2011, the coverage will increase to two times basic annual salary for employees actively at work. Accidental death and dismemberment will increase from \$25,000 to two times basic annual salary effective April 1, 2008 for employees actively at work.

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

Effective July 1, 2008, an accidental 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% TTC paid.

There is not entitlement to both this coverage and the coverage set out under the accidental death and dismemberment plan.

Temporary employees are not eligible to participate in the plan.

Section 17. Health Services

The TTC agrees to pay on behalf of:

- all regular employees on the first of the month following completion of six months continuous service
- temporary employees on acquiring 12 months of cumulative service

100% of the total contributions required for the following coverage:

- (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 \$450.00 maximum every (2) two years from the last date of purchase for eye glasses and eye exam. or corrective laser surgery to a maximum of \$450.00 and a maximum of \$1,000.00 per employee and per dependent per calendar year for hearing aids.
- (c) Comprehensive Medical Plan will include a prescription drug “Card System” which requires the “Card” users to pay the pharmacist a \$1.00 deductible for each separate prescription drug CUMBA Formulary 1 i.e. Drugs requiring a written prescription by law in Ontario).

New employees and all employee dependents must have Ontario Health Insurance Plan (OHIP) coverage in order to be eligible for benefit coverage under the Comprehensive Medical Protection Plan.. New regular status employees will have the option to elect comprehensive medical protection coverage during the first six (6) months of employment, and will be responsible for paying the full premium cost as determined by the TTC. If elected by new regular status employ-

ees during the first six (6) months, optional comprehensive medical coverage will commence on the first of the month following the date their employment commences. Enrollment is compulsory after completing six (6) months of continuous employment.

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

Dental Plan

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

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 \$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 \$2,500 per person per calendar year.

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 this benefit will be as set out in the master agreement with the carrier company.

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

The TTC agrees to pay on behalf of employees retiring on pension, on or after January 1, 2003 with ten (10) or more year's continuous service, dental coverage equal to Preventative Services and Periodontal and Endodontic Services.

General

Employees are required to notify the TTC within 60 days of any change affecting premiums payable for the above mentioned benefits in order that premiums payable can be changed. Examples of relevant changes include: marital status, number of dependents, and spouse reaching age 65. Any employee for whom the TTC is paying premiums for health services specified in Section 17, who fails to so notify the TTC shall be responsible for any extra cost incurred by the TTC as a result, and such extra cost shall be deducted from that employee's pay.

Section 18. 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.

From April 14, 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 TTC will delete SBA By-law no. 4 which states “For 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 employees’ physician and the Health Services Section as to fitness to resume (or not) their regular or other work, the employees shall be referred to an independent medical consultant mutually agreed upon by the Union and the TTC for an independent medical examination (IME), and the consultant’s opinion of the employee’s physical or mental condition shall be considered in the decision finally made as to fitness to resume the employee’s regular or other work. In lodging an appeal from Health Services’ original decision, the employee shall guarantee the payment of the consultant’s fee. Should the original decision of Health Services be revised, the TTC shall pay the consultant’s fee. Should Health Services’ 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 evidence concerning the employee's diagnosis or prognosis other than that provided to the independent medical consultant shall be introduced at any arbitration hearing.

Maintenance 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.

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

To support this commitment, the TTC and the Union agree to work together to establish processes which allow for the identification of rehabilitation opportunities and the successful re-integration of employees into the workplace. Local 113 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.

Sick Benefits

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

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

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

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

WSIB Applications and 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 TTC will provide a top-up to the loss of earning benefit paid to an employee if he or she was injured while performing his or her regular duties, the workplace incident is an unforeseen, extraordinary event and the employee's application for loss of earning benefits was approved by the *WSIB*.

To determine entitlement to the top-up, to assist the parties to meet their duty to accommodate and to address other related issues that may arise, the TTC 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 TTC agrees 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, 2011. 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.

Section 19. Injury at Work

Employees required to lose time on the day they suffer an injury while at work, will have their normal time made up by the TTC for the day of the injury.

Section 20. Bereavement Leave

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 the employee's spouse, children or step-children and three 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, grandparent or grandchild.

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

common law spouse or same-sex partner and had formally recorded with the TTC that the employee considered that person to be his/her spouse or same-sex partner. For example, the employee had named the person as a spouse or same-sex 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, greater than is provided for in this section, however employees will not be entitled to more days of paid bereavement leave than they are entitled to under the above terms.

Section 21. Leave of Absence

Employees, upon application in writing on the prescribed form, may be granted leave of absence for a period not to exceed: one month if they have less than three years' service; two months if they have three years' but less than five years' service and three months if they have five years' service or more, provided their services can be spared. Extended leave (leave of five days or more) will be granted only if no extended leave was granted in the preceding five calendar years.

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

All employees who have completed one year of continuous service, and are a custodial parent may, upon application, be granted leave for one day with pay to attend the birth of their 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.

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.

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 prearranged and approved by the employee's supervisor.

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.

Employees who engage 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 TTC to undertake such employment.

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

Procedure Regarding Unpaid Leave of Absence For Union Business

Unpaid Leave of Absence may be granted to members of Local 113 to participate in authorized Union business at the discretion of the TTC subject to the following conditions:

1. All requests for leave must be authorized by and originate from the office of the Secretary-Treasurer of Local 113.
2. All requests for leave must identify the name, badge and work location of the employee(s) for whom leave is being sought.
3. All requests for leave must identify the date(s) of the leave being requested.
4. Requests for leave must be made as far in advance as possible and the Union will endeavour to give at least twenty-four (24) hours notice of such leave.
5. Requests for leave of one day or less in duration may be made verbally to the employee(s) Manager or Supervisor at the work location.
6. Requests for leave of more than one day in duration and/or involving more than one employee at the same work location must be made in writing to the appropriate Department Manager.
7. Requests for leave must be reasonable and made in good faith. The approval of such leave will not be unreasonably withheld.
8. Any disputes concerning leave of absence for Union business should be referred to the Manager — Human Resources or designate.

Section 22. Probationary Period

Employment with the TTC in most occupations, particularly in the uniformed service, is normally considered steady with attention to duty and good behaviour but, of course, cannot be guaranteed against unknown future conditions.

New employees until they have completed ten months' of continuous service with the TTC shall be considered as on probation. During this period their progress shall be reviewed with them periodically and the Union and the TTC shall co-operate in providing guidance and assistance to them in adapting themselves to such new work and conditions as may be involved.

If a probationary employee's services are proving unsatisfactory, the employee's case shall be discussed with the Union as may be necessary and 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.

The Union may appeal the discharge of a probationary employee up to Step 2 of the grievance procedure provided the employee has six or more months of continuous service.

Regulations Governing Transfer Between Maintenance and Transportation Departments (including Wheel-Trans)

1. When an employee who has completed 10 months of continuous service has a new probationary period imposed for disciplinary reasons, the employee will be considered as a new employee and therefore subject to all the relevant practices set out in Article I, Section 22, of the Collective Agreement unless otherwise stated and mutually agreed upon by both parties.
2. When an employee who has completed their 10-month probationary period in one Department and transfers for any reason to another Department in a different seniority group, (e.g. Transportation Department to a Maintenance Department or vice

versa) the employee will be subject to a qualifying period in the new Department for 8 months and therefore subject to all the relevant practices which are now recognized by both parties except as follows. (Transfers by maintenance employees to the Collectors Division are subject to Maintenance Seniority Regulations in Appendix H).

3. If, at any time during the 8-month qualifying period in the new Department, the employee is released by the new Department, the Union may appeal the release through the grievance procedure, except where the employee has been discharged for offences listed under the specific penalty provisions of Article I, Section 8. In such cases, appeals under the grievance procedure will be limited to Step 3.
4. The above provisions are not applicable to employees who have not completed their 10-month probationary period in one Department prior to transfer to another Department in a different seniority group. Such employees will be governed for 10 months by the normal probationary procedures in their new Department commencing from their date of transfer.

Section 23. Technological Change

The TTC will endeavour to give the Union a minimum of three months' notice to any permanent lay off of ten or more regular employees which lay off is due to a major innovative technological change. This provision is intended to operate in lieu of Sections 150, 152 and 153 of Bill C-183 or any similar legislative enactment of any government concerning technological change and such sections or legislative enactments do not apply during the term of this Collective Agreement to any employees hereunder affected by such legislation.

Section 24. Lay Off, Job Security and Recall Policy

Lay Off

In case of a lay off of regular employees, the procedure to be followed is to be that mutually agreed upon by the parties from time to time and as set out in the Seniority Regulations for the various groups.

Job Security

In the event the TTC plans change(s) or reorganizes, which would result in a layoff of regular employees, the TTC shall give the Union a minimum of thirty (30) day's notice prior to the effective date. In such situations, the TTC and the Union shall hold constructive and meaningful discussions with the intent of reaching an agreement on solution(s) to the problems arising from this intended change and on measures to be taken by the TTC to protect the employees from any adverse effects. The TTC will make every reasonable effort to place the displaced individuals into available vacancies or future vacancies within the provisions contained herein and in accordance with the applicable seniority provisions.

Recall

1. All temporary employees (except as detailed in Appendix H: Maintenance Seniority Regulations) are to be regarded as new employees if laid off and subsequently re-employed.
2. Regular employees who have been employed on a continuous basis by the TTC for six months or more (as of the date of lay off), and who are laid off will have their name placed on the recall list. Their name shall remain on the recall list for a period of 22 months from the last date of lay off subject to #5 below. When a vacancy occurs normal bidding procedures shall be followed. Any resultant vacancy will be offered to individuals on the recall list of the seniority group affected before any new employee is hired. The last individual laid off shall be the first individual recalled, provided he or she is fully qualified, willing and able to perform the work available.

3. The employment relationship is severed as of the date of lay off; the recall list therefore represents an opportunity for an individual to regain employment status as at the date of lay off. That opportunity is lost once the individual's name is deleted from the recall list for any of the reasons outlined in #5 below.
4. When an individual is to be recalled, a registered letter shall be forwarded to the last known address, with a copy sent to the Secretary Treasurer of Local 113. It is the employee's responsibility to inform the TTC (by means of a registered letter) of any and all changes in the current postal address.
5. An individual's name shall be removed from the recall list if he or she:
 - a. fails to acknowledge the recall letter within seven consecutive calendar days of the registration date of the recall letter, or
 - b. declines the offer of work, or
 - c. fails to resume work within 21 consecutive calendar days of the registration date of the recall letter, or
 - d. is not recalled within 22 months of the date of lay off, or
 - e. withdraws all or any part of his or her contributions to the Pension Fund Society, or
 - f. does not remain a member in good standing of Local 113.

Seniority Upon Resumption

Regular employees who are recalled and who resume work within 22 calendar months of lay off retain the same TTC and Bargaining Unit seniority held at the time of lay off for use in determining such things as vacation entitlement, job bidding, work and vacation selec-

tion. Accumulation of additional seniority will commence on the day the employee resumes work.

Employee Benefits

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

a. *Pension Fund Society*

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

b. *Sick Benefit Association*

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

Laid off employees who were members of the S.B.A. become eligible for benefits immediately upon resumption of work if within 22 calendar months from the date of lay off.

c. *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 (3) months in advance). Coverage beyond the expiry date is the responsibility of the employee concerned.

The TTC agrees not to seek re-imbusement for any advance premiums paid on behalf of laid off employees, and will commence payment of premiums for employees who had previously qualified and who resume work within 22 calendar months of the date of lay off.

d. *Group Life Insurance, AD. &D., Extended Healthcare and Dental*

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

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

The TTC will commence payment of premiums on behalf of employees who were so qualified at the time of lay off, immediately upon resumption of work, if within 22 calendar months of the date of lay off.

- e. If during the lay off period, improved benefits have been provided for members of Local 113, employees returning from lay off during the 22-month period shall be entitled to such improved benefits.
- f. Any employee who has been laid off and is on the recall list may continue coverage under the TTC's group plans for Group Life, A.D.& D., O.H.I.P., and Extended Healthcare and Dental providing the employee so elects at the time of lay off and that the employee forwards, the full cost of the premiums for the benefits at the start of each month in which payment is being made.

TTC Property

All TTC property including transportation pass must be returned on the date of lay off.

Section 25. Report Allowances (Accident, Incident, Pay Shortage)

An allowance of \$2.10 shall be paid to any employee who is required to make out an accident or incident report, including any report dealing with an incident involving a passenger assistance alarm, when not made on the TTC's time.

If the accident or incident report contains the names and addresses of two or more genuine witnesses, a total allowance of \$3.15 shall be paid.

These allowances will be paid only when reports are submitted within the same working day.

Accident report forms will be available at the Division. Occurrence reports will be available at the end terminal subway towers.

Operators, Station Collectors and Subway Suppliers who prove that there is a shortage in their pay through no fault of their own, shall be paid an allowance of \$2.25 for making out the prescribed Pay Shortage Form.

Section 26. Furnishing Information

The parties hereto agree that while it is essential to secure information from employees, it is highly desirable that the employee be inconvenienced to the least possible extent.

In such cases, if employees are required to report in person to their Department or Division on their off day or in their off hours, they shall be allowed one hour's time at their basic rate of pay.

The TTC will endeavour to advise the office of the Union or an appropriate Officer of serious accidents or incidents involving members of the Union.

Section 27. Equipment

Passenger and service vehicles shall be safely equipped before being taken into service but this shall not relieve the employee concerned from personal responsibility to ensure that the assigned vehicle is properly equipped and in apparent working order.

Defects in vehicles or their equipment, and any use of fire extinguishers, must be recorded by the uniformed employee on Signing-in Sheet when vehicle is returned to carhouse or garage.

Section 28. Issue Clothing

Transportation Uniform

Uniform clothing shall be provided without cost to Operators and Station Collectors provided they remain in the service of the TTC. The initial standard uniform issue for new Operators and Collectors shall consist of, and be issued, as follows:

- One standard uniform suit consisting of one blazer and three pairs of trousers;
- Six uniform shirts short (S 600) or long (S 900) sleeves, a maximum of two uniform shirts may be substituted by two “golf” shirts (i.e. four uniform shirts and two golf shirts);
- Three clip-on or regular ties;
- One sweater;
- One 5-in-1 Jacket
- One spring/summer cap;
- One fur winter cap;
- Two baseball caps;

The new Operator and Collector uniform will be rolled out in accordance with the Memorandum of Agreement dated June 24, 2013.

After the initial standard uniform issue, Operators and Station Collectors will receive 600 points every two years and will use these points to select replacement uniform clothing from the following chart.

There will be a one-time issue of two (2) shirts to Operators and Collectors due to the changeover in uniforms. This provision is effective January 1, 2015.

Clothing Item	Conditions	Number of Units	Point Value	Total Point Value (maximum available points = 600)
Trousers	3 units are mandatory every entitlement period	1	60	
Shirts	4 units are mandatory every entitlement period	1	20	
Golf Shirts	None		20	
3 Ties or dress scarf	3 units are mandatory every entitlement period	3	10	
Blazer	None	1	140	
Shorts	Order includes 3 pairs of socks	1	60	
Sweater	None	1	30	

Clothing Item	Conditions	Number of Units	Point Value	Total Point Value (maximum available points = 600)
5-in-1 Jacket	None	1	210	
Spring / Summer cap	None	1	30	
Winter fur cap	None	1	20	
Baseball cap/toque	Any combination totalling 4 units	4	20	
Wheel-Trans Pants	3 units are mandatory every entitlement period (this item is only available to Wheel-Trans Operators)	1	50	
Winter Scarf	None	1	10	
Total Points				600

1. Mandatory items of issue clothing must be selected under the terms outlined and cannot be substituted.
2. Once mandatory selections have been made, employees shall have the option of selecting clothing items of their choice from the above chart with their remaining points.

3. Unused point values cannot be carried forward. Points are not transferable between employees.
4. At all times, employees will wear the clothing required in order to meet the established uniform dress code.
5. Baseball caps may be worn year round, except with the blazer.
6. Issue clothing that is damaged in job related incidents or received defective from the manufacturer will be replaced at no charge to the employee.
7. The TTC agrees to implement the following changes to the uniform materials, styles and blends:
 - a. dress pants 46% polyester/ 50% wool/ and 4% elastin, slash or side pockets, pleated or non-pleated (optional);
 - b. shorts 46% polyester stretch/50% wool/ and 4% elastin, side pockets, cargo pockets; and
 - c. regular dress shirts 55% cotton/45% polyester.

If these blends are not available, the parties will review the available blends and decide on the most suitable.

All Transportation Divisional Clerks, in wage groups 4, and 7 will be provided with a subway smock. These garments will be reissued as the need arises. The decision to provide more than one smock per year will be at the discretion of the Divisional Manager or designate.

Normal delivery date for Operators' uniform clothing issue is during the month of April. If delivery is delayed more than 30 days due to supplier difficulties, the TTC shall notify the Union Office as soon as the delay is known.

Upon request, Subway Operators will be issued a smock, which is to be returned when they sign for other work or leave or are discharged from the TTC. Replacement of the smock shall be at the discretion of the Manager or designate.

Uniform personnel, who do not report to the TTC tailor for their scheduled uniform measurement by the posted deadline, will be taken off duty to attend, without pay, to the tailor no later than the following day.

Dress Code

Uniform items will be worn in accordance with the dress code in Appendix E-37.

Uniform Charges for Transportation

It shall be understood that when a uniformed employee leaves the service of the TTC while indebted to the TTC for any article of uniform clothing, in accordance with the schedule outlined below, all such indebtedness shall become immediately payable and be deductible from any monies accruing to the employee at time of leaving.

The schedule of uniform charges shall be as follows:

If a uniformed employee's employment is terminated for any reason within the first 12 months of service, the employee shall pay the full cost of uniform garments.

If employment is terminated after 12 months' service has been completed but within six months after receipt of uniform shirts and ties or uniform cap, the uniformed employee shall pay the full cost thereof and if within 12 months shall pay one-half of the cost.

If employment is terminated after 12 months' service has been completed but within six months after receipt of standard uniform suit (with extra trousers) or pair of summer trousers, the

uniformed employee shall pay the full cost thereof, and if within 12 months, shall pay one-half of the cost.

If employment is terminated after 12 months' service has been completed but within eight months after receipt of an issue coat, the uniformed employee shall pay the full cost thereof, and if within 16 months, shall pay one-half of the cost.

Such costs shall not be deducted in case of death of the employee or of retirement on pension or disability allowance, or of transfer to other employment within the TTC, nor shall they be deducted for any uniformed employee whose employment is terminated by resignation after ten years or more service has been completed.

Resignation to avoid dismissal shall be interpreted as a resignation. However, dismissals for cause are not included and in such cases uniform charges will be deducted in the usual manner.

Uniform Dry Cleaning

Operators, Collectors and Suppliers shall be issued 60 coupons and Ticket & Information Clerks will be provided 50 coupons every 12 months to provide dry cleaning of uniform clothing as follows:

1 Coupon

1 tunic or
1 pair of trousers or
2 shirts

3 Coupons

1 5-in-1 Jacket

All employees eligible for dry cleaning coupons will be issued their full entitlement of coupons at the beginning of each calendar year.

Dry cleaning coupons will not be printed showing the employee's name and badge number.

New employees hired after the annual issuance of coupons will receive a pro-rated amount of coupons dependent upon their date of entry.

Maintenance Employees — Issue Clothing and Boots

1. Effective January 1, 2006, the clothing voucher for Maintenance employees (excluding Security Attendants, Fire Prevention Inspectors, Janitors and Serviceperson, who will be issued clothing as set out below from a designated supplier) will change to an “open voucher” to be redeemed at the current supplier as follows:

Maintenance Employees

January 1, 2009 – \$225.00

January 1, 2015 – \$250.00

Long Sleeve Shirt	Overalls	Machinist Coat
Short Sleeve Shirt	White Overalls	Cloth Parka
Work Pants	White Coat	Nylon Parka
Coveralls	White Pants	Blue Jeans
Tee Shirt	Smock	Lined Winter Safety Boots

Women have the ability to select from women’s clothing.

Roofers

Roofers shall receive an additional \$60.00 on their voucher.

Security Attendants

Light Blue Long Sleeve Shirt	Dark Blue Tie
Light Blue Short Sleeve Shirt	Dark Blue Jacket
Dark Blue Pants	Grey Winter Parka
Zip-in Liner	Winter Hat/Summer Hat

Fire Prevention Inspectors

Grey Long Sleeve Shirt	Black Lightweight Jacket
Grey Short Sleeve Shirt	Black Jeans
Black Vest	Black Nylon Parka

Women have the ability to select from women's clothing.

Janitors and Station Servicepersons

Janitors and Station Servicepersons must wear the standard uniform clothing items outlined below at all times while on duty. Deviations from the standard uniform appearance are not permitted.

Effective with the 2014 work clothing issue, regular full-time Janitors and Station Servicepersons will receive the following new uniform items which will replace all items normally obtained through the normal work clothing voucher program.

Initial Issue:

- 8 Navy Blue Shirts – Choice of Long Sleeve, Short Sleeve, Golf Shirt or Long Sleeve Turtle Neck.
- 4 Navy Blue Durable Cargo Work Pants – Choice of lined or unlined.
- 1 Navy Blue Jacket (5-in-1)
- 2 Red Winter Toque
- 2 Red Baseball Caps

Annual Supply (starting in 2015)

- 6 Navy Blue Shirts – Choice of Long Sleeve, Short Sleeve, Golf Shirt or Long Sleeve Turtle Neck.
- 3 Navy Blue Durable Cargo Work Pants – Choice of lined or unlined
- 1 Navy Blue Jacket (5-in-1)
- 1 Red Winter Toque
- 2 Red Baseball Caps

All items will be issued annually, except for the 5-in-1 jacket, which will be issued once every two (2) years.

The Shirts and Work Pants will be obtained from the supplier with a voucher, which will normally be issued in the month of January.

The Toques, Baseball Caps and 5-in-1 Jacket will be issued from TTC supply.

New Janitors and Station Servicepersons will be provided with the “Initial Issue” of work clothing items within one month of their start date. Depending on their start date, the first year of their “Annual Supply” will be prorated as follows.

Previous year start dates of Jan. through Apr.: 6 Shirts, 3 Pants, 1 Toque, 1 Cap.

Previous year start dates of May through Aug.: 4 Shirts, 2 Pants, 1 Toque, 1 Cap.

Previous year start dates of Sept. through Dec.: 2 Shirts, 2 Pants, 1 Toque, 1 Cap.

With the exception of the 5-in-1 Jacket, it will be the responsibility of the Janitors and Station Serviceperson to launder their issued work clothes. Regular full-time Janitors and Station Servicepersons will be issued three (3) vouchers annually for the cleaning of the 5-in-1 Jacket to be used on three separate occasions.

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 wear the issue clothing required to meet the safety and/or appearance standards established for the 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 Department Head. In such an event, the employee will be expected to issue an incident report detailing the circumstances of their request for replacement.
5. Eligible 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 eligible employees will be issued work clothing vouchers within one month of their employment on a pro-rated basis.
7. Three (3) vouchers for the cleaning of eligible maintenance employees' parkas will be issued to each maintenance employee annually.
8. Every four years each regular Escalator Mechanic is to be provided with a special voucher to obtain a parka over and above the regular clothing voucher.
9. Every four years each regular Maintenance Repairperson (Heating) and Maintenance Mechanic (Heating), will receive a special voucher to obtain a parka over and above their regular clothing voucher.
10. Employees scheduled to retire within the first six (6) weeks of the year will not receive a work clothing voucher.

Laundering of Work Clothing

The laundering of TTC Issue Work Clothing shall be provided to employees as **follows**:

Classification of Employees to Receive Laundering of Issue Clothing:

Operating Garageperson
Truck Repairperson
Axle Fitter
General Wireperson
Vehicle and A/C Repairperson
General Body Repairperson
Revenue Eq. Serviceperson
Electrical Improver
Tire Changer
Vehicle Serviceperson
Gen. Vehicle Repairperson
Rail Vehicle Mechanic
Storeroom Attendant
Steam Jenny Operator
Escalator Mechanic
Track Worker (Way)
Lead Station Serviceperson
Maintenance Mechanic
Lead Hand — Track Maintenance
Plumber and Master Plumber
Janitors

GUIDELINES PERTAINING TO LAUNDERING SERVICE

1. All employees 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 TTC at the end of the employee's shift.

Clothing Charges

Any employee whose employment is terminated within four (4) months after receipt of a voucher shall reimburse the TTC for the full value of the vouchers issued. If the termination is within eight (8) months, the employee shall reimburse the TTC 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 TTC.

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 TTC for the value of the vouchers issued.

Protective and Special Clothing

Protective and special clothing, other than safety shoes, shall be supplied for Way emergency track crews, trackworkers and when considered necessary to certain other employees. When considered necessary, rubber boots will be supplied to employees engaged in the cleaning of TTC vehicles.

Revenue Operations Employees — Issue Clothing

Uniform clothing shall be provided without cost to Revenue Operations employees as set out below provided they remain in the service of the TTC.

Effective November 23, 2012 the position of Crew Chief and Revenue Collector will no longer be entitled to Revenue Operations Issue

Uniform Clothing, rather will be provided annually with an Issue Clothing Voucher equal to the value of Maintenance Employees.

Agent Order Drivers

- 3 Dress pants or 2 Dress Pants and 1 Pair of shorts with 3 Pairs of Socks every 2 years
- 6 Dress shirts every 2 years
- 1 Winter Parka every 2 years
- 1 Lightweight Jacket every 2 years

Uniform Clothing – Token Vending Machine Attendants

- 3 Police-style tactical work pants every 2 years
- 3 Work shirts every year
- 1 Baseball Cap every year
- 1 Long Sleeve Sweater every 2 years
- 1 Protective Body Armour Vest (replaced as required based on wear & tear)
- 1 Vest Carrier every 2 years
- 1 Winter Coat or Raincoat every 3 years

Uniform Clothing – Processing Operator, Senior Processing Clerk, Machine Repairperson/Operator, Spare Clerical/Processing

2 (two) pants with one mesh pocket (no other pockets) replaced very year

Any combination of Pocketless Golf Shirts and/or T-Shirts, for a total of four (4) replaced every year

Traffic Checkers –

The Commission will provide an annual clothing voucher equivalent to a value of \$200.00 for the purchase of clothing

Uniform Charges for Maintenance

It shall be understood that when a uniformed employee leaves the service of the TTC while indebted to the TTC for any article of uniform

clothing, in accordance with the schedule outlined below, all such indebtedness shall become immediately payable and be deductible from any monies owing to the employee at the time of leaving. The schedule of uniform charges shall be as set out below.

If a uniformed employee's employment is terminated for any reason within the first 12 months of service, the employee shall pay the full cost of uniform garments.

If employment is terminated after 12 months' service has been completed the employee shall pay one-half of the cost.

Such costs shall not be deducted in case of death of the employee or of retirement on pension or disability allowance, or of transfer to other employment within the TTC, nor shall they be deducted for any uniformed employee whose employment is terminated by resignation after ten years or more service has been completed.

Resignation to avoid dismissal shall be interpreted as a resignation. However, dismissals for cause are not included and in such cases uniform charges will be deducted in the usual manner.

Uniform Dry Cleaning

All uniformed employees (save and except those entitled to pocketless overalls) shall be issued 60 coupons annually to provide dry cleaning of uniform clothing. New or transferred employees entering the Revenue Operations work group shall have the number of coupons issued pro-rated and adjusted based on their start date and whether they received coupons in their previous work group.

Laundering of Pocketless Overalls

The laundering of pocketless overalls shall be provided at no cost to employees. Up to two (2) pocketless overalls may be submitted for laundering once every two weeks. Overalls submitted for laundering shall be dropped off and picked up by the employee in a designated

area of the Revenue Operations work location at the end of the employee's shift.

Section 29. Safety Footwear

Regular employees who have completed 12 months of continuous employment with the TTC and who are assigned to work on a regular basis, in a work group where the wearing of safety footwear is “mandatory”, will be provided annually with a VOUCHER for the purchase of safety footwear (including lined rubber winter boots) from designated suppliers as follows:

Effective January 1, 2009

Entitled regular employees except for Track Patrol and Machinists – \$160.00

Entitled Track Patrol, Machinists, Roofers, General Welders (Cost Centres 05J4, 05F4, 05H6, and 719 only) and Service-person Operating Garages (sunset shift only) – \$320.00;

The voucher will be issued in the month of January. The voucher will identify the employee's name and employee number and is not transferable. The employee will obtain their safety footwear from designated suppliers during their off time and must present their voucher to the supplier in order to obtain their safety footwear. Eligible employees may defer the use of their voucher to the following contract year and may therefore utilize two (2) vouchers for the purchase of safety footwear in that year. However, at no time shall there be more than one (1) deferred voucher utilized in any year.

New employees and employees with less than twelve (12) months continuous service and temporary employees of the bargaining unit assigned to “mandatory” safety footwear work groups shall be issued a voucher as follows:

Effective January 1, 2006

Entitled new employees except new Track Patrol and Machinists
– \$80.00

Entitled new Track Patrol and Machinists – \$160.00

This voucher must be used in the year in which it is issued and cannot be transferred to another employee. New employees will be issued a voucher on their day of hire.

New employees will be required to purchase safety footwear to be worn commencing their first day of work.

Members of the bargaining unit regularly assigned to a work group where it is not mandatory to wear safety footwear, but who do purchase safety footwear, are granted, per contract year, an allowance equal to 10% of the cost of one pair of safety footwear upon proof of purchase.

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

The TTC shall designate safety footwear suppliers throughout the Metro Toronto area locations for the supply of safety footwear in order to maximize employee convenience.

Section 30. Employee Parking

The surface of parking spaces provided for employees by the TTC will be maintained in a satisfactory condition. Where space permits, employee parking will be provided in the plans for future maintenance and operating sites.

Employee parking will not be permitted at any present subway station (except Victoria Park and Warden Stations).

If in the future any space becomes available similar to Victoria Park and Warden one parking space will be made available for Subway Collectors at these locations.

Section 31. Lunchrooms

The TTC shall when practicable supply suitable lunch and wash basin rooms, provided with sufficient lockers and keys, at all shops, car-houses and garages.

Lunchroom and washroom facilities will be provided at specific subway locations as mutually agreed where there are major connecting surface lines and suitable space is available.

Section 32. Tuition Aid

Tuition aid as outlined below is available from a minimum of \$10,000 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 TTC.

Effective January 1, 2015, a maximum reimbursement of \$3,500 per calendar year cannot be exceeded by any one bargaining unit employee.

Types of Courses Considered Eligible for Assistance

Eligible courses must:

- contribute to the development of employee skills and knowledge;
- have an evaluation process of course content that indicates the employee's successful completion of the course;
- have a mutual benefit to both the employee and the TTC; and
- be taken on the employee's own time.

These courses include:

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

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

Basis of Approval

a) One Hundred Percent Payment

One hundred percent of the tuition fee will be reimbursed to an employee who voluntarily attends and successfully completes an approved course which is directly related to the current job classification of the employee or to a position within the employee's seniority group, as defined by the Maintenance Seniority Regulations (Appendix H), 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 Union Board Member **prior** to an employee registering for a course.

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

b) **Fifty Percent Payment**

Fifty percent of the tuition fee will be reimbursed to an employee who voluntarily attends and successfully completes an approved course relevant to the development of the employee. The assessment of eligibility is to be made jointly by the Department Head or Designate and the Union Board Member **prior** to an employee registering for a course.

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

In response to changing technologies or special needs within an operating department, a Department Head may request attendance at a specific course or program. In such cases, the full tuition fee including administration, materials, lab, registration and books, will be paid by the TTC upon successful completion of the course/program.

Procedures

1. An “Employee Pre-Approval Request for Tuition Aid” form is submitted by the employee to the Department Head or Designate and their Union Board Member for approval prior to registration.

Forms are available from workplace Supervisors or the Human Resources Training and Development Section.

2. The Department Head or Designate and Union Board Member assesses, signs and if approved, forwards the request to Human Resources Training and Development who verifies that eligibility requirements have been met. The Training and Development Department will forward a copy of the approved form to the employee.

3. When the employee completes the approved course, an original receipt and proof of successful completion are forwarded to the Training and Development Department.
4. A direct deposit cheque in the approved amount is issued to the employee from Payroll Accounting, Finance Department.

Section 33. Employee and Family Assistance Program

The Employee and Family Assistance Program is coordinated by a Joint Union Management Advisory Committee comprising of management representatives plus 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 Addiction Consultant
- after hours emergency service

Subject to the recommendation of the joint Union-Management EFAP Drug Task Force, the TTC will agree to increase the level of counselling service by one half-time addiction Consultant.

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

In conjunction with the Employee and Family Assistance Program the TTC 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 rehabilitation of employ-

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

The TTC agrees to provide an allotment of up to \$2,000 per contract year to the Joint Union Management Advisory Committee for the Employee and Family Assistance Program, to be utilized for educational purposes of the Committee members and members of the in-house volunteer group for the period ending June 30, 1987.

Section 34. Non-Discrimination

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

Section 35. Termination and Amendment

This Agreement shall continue in force and effect until March 31, 2018

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

Section 36. Consultation Committees

Recognizing the importance of harmonious Union/Management relations of the TTC's operations, Management and the Amalgamated Transit Union, Local 113 agree to reinforce operation of the Local Consultation Committees within the TTC. The purpose of these committees is to provide for open communication and expeditious resolution of local issues within the work location. Whenever possible, issues raised will be addressed within 30 working days from the time they have been identified or at the next committee meeting, whichever occurs first.

For the purposes of these provisions the parties agree that Wheel-Trans will be represented on a Senior Union/Management Consultation Committee to be established between the TTC as detailed in the separate Local 113 Collective Agreement signed September 4, 1991.

Section 37. Contracting Out

The TTC 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. In addition, the TTC will ensure that employees that hold a trade licence as per their current job description will not lose their position as a direct result of contracting out of work which is normally performed by such employees.

Section 38. Defence of Employees

Employees charged with any offence arising from the performance of job-related duties, must promptly report all circumstances to their supervisor and request a defence. Failure to do so may prejudice the TTC and the employee's legal rights.

Employees facing charges resulting from actions while at work, may be offered the services of the Legal Department in the defence of the charge, and if so offered shall be granted time off work, without loss of pay, for attendance at necessary interviews and court hearings.

Defence by Private Legal Counsel

- 1) Employees who face charges resulting from actions while at work, who are refused a defence by the Legal Department and who obtain private legal counsel, may apply to be reimbursed for legal fees and/or lost time associated with the defence of the charges. Employees shall apply through the appropriate union office to the Executive Director — Human Resources. Upon the advice of the Executive Director — Human Resources the General Counsel shall authorize the reimbursement of such legal fees and/or lost time under the following conditions:
 - the employee was not convicted of any charge arising out of the circumstances;
 - the incident resulting in the charge was reported promptly and a defence was refused;
 - the fee was reasonable for the legal service provided. If the TTC disputes the reasonableness of the fee, the employee shall submit the bill for assessment;
 - the amount of lost time was not excessive.
- 2) Employees who face charges resulting from actions while at work, who chose to obtain private legal counsel despite being approved for defence by the Legal Department may apply to be reimbursed for legal fees and/or lost time associated with the defence of the charges. Employees shall apply through the appropriate union office to the Head — Human Resources. Upon the advice of the Head — Human Resources the General Counsel shall authorize the reimbursement of such legal fees and/or lost time under the conditions described above.

Section 39. Health and Safety

The Toronto Transit Commission (TTC) and the Amalgamated Transit Union (ATU), Local 113 have established Joint Health and Safety

Committees (JHSCs) under the Occupational Health and Safety Act (OHSA) and have reached an understanding on guidelines for the composition, practices and procedures of the JHSCs. These guidelines are set forth 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.

Section 40. Transit Pass for Retirees

The TTC 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 41. Public Relations Complaints

The procedure regarding the investigation of complaints from the public shall be as follows:

1. a) A complaint means a complaint received by the TTC from a member of the public regarding the conduct of a TTC Transportation or Maintenance employee. A written record of the public relations complaint will exclude all particulars regarding the identity of the complainant.
- b) All verbal complaints must be set out in writing by the complainant and such letter/signed statement must be forwarded to the Marketing and Public Affairs Department within 21 normal working days, (i.e. excluding weekends and statutory holidays) of the incident in question. If such letter/signed statement is not received within the above time limits by the Marketing and Public Affairs Department, the incident/complaint will not be recorded on the employee’s departmental record.

This provision will not be required in cases involving allegations of a criminal nature or violations of Article I, Section 8, of the Collective Agreement.

If during the interview process the employee agrees with the substance of the complaint, the complainant will not be required to submit a letter/signed statement regarding the incident and the incident will be recorded accordingly.

2. The employee will be provided with a copy of the complaint and report(s) and the final response of the TTC to the complainant if the employee so requests these materials within 14 days of the incident interview. The response provided to the complainant by the TTC will not be the subject of a grievance or grievance arbitration. A copy of all materials provided to the employee will be placed in the employee's file but shall not be placed on the employee's departmental record except in those incidents when discipline has been applied.
3. When employees are interviewed regarding a public relations complaint, only the complaint being investigated will be discussed at the time of the interview. If an employee is required to submit a report regarding the complaint, he/she will be reimbursed according to Article I, Section 25, of the Collective Agreement. An employee required by the TTC to report in person to his/her Department or Division on his/her off-day in his/her off hours shall be paid the amount of \$4.00 provided the complaint is not noted on the employee's department record.

The foregoing does not affect the rights of any employee under Article I Section 26 of the Collective Agreement (Furnishing Information), it being acknowledged that Section 26 does not apply to public complaints.

4. No Transportation employee will be interviewed unless the complaint is identified by any of the following: name, run number, badge number, or vehicle number. For Maintenance Employees,

the following factors will be considered: name, badge number, location, date or time of occurrence. For the purpose of identifying Station Collectors involved in complaints from the public, the following factors will be considered: name, badge number, subway station, booth location, as well as date or time of occurrence. This requirement does not apply in those incidents where a patron has filed a claim or charge against the TTC or any employee of the TTC. If the complaint is the result of a service delay and the employee concerned is not responsible for the delay in question, no notation concerning the incident will be placed on the employee's file.

5. Unless the TTC has used the complaint as the basis for disciplinary action, any attendance at customer service training, which may be required by the TTC, shall be on company time and/or at company expense at straight time, unless the employee agrees otherwise.
6. If disciplinary action has been imposed and/or a notation has been made on the employee's departmental record as a result of a public relations complaint(s), the TTC shall provide the employee and the union with copies of the disciplinary documentation in accordance with the Collective Agreement. Failing which, the complaint shall not be noted on the employee's departmental record.
7. Local 113 will be provided with a report outlining the public relations complaints received.

Section 42. System Seniority Transfers

System Seniority Transfers ("SST")

Effective the first Board Period following ratification of this agreement, the SST process will be as set out below.

Definition

For the purpose of this provision, “Transportation Group” includes the following sub-groups for the purpose of seniority recognition in SST bidding and Job Posting Processing:

Operating Sub-Group – (Group 1)

(Bidding by SST Bid where applicable)

- Operators
- Station Collectors
- Wheel-Trans Operators
- Traffic Checkers
- Revenue Operations – Non-Clerical* (includes Fare Media Suppliers and Processing Line**)

* Revenue Operations – Non Clerical – Non Signing positions will continue to be filled via the posting process. Employee must use Clerical/Non Clerical – Established Vacancy/Pre Bid forms to bid for these positions.

** Fare Media Supplier position will be filled from candidates currently working within Station Collectors and who possess at least one year of Station Collector experience at the time of bidding.

Clerical Sub-Group – (Group 2)

(Bidding by Clerical/Non Clerical – Established Vacancy/Pre-Bid Form)

- Divisional Clerks
- Wheel-Trans Office, Clerical and Technical Employees
- Revenue Operations – Clerical

Bids from Sub-Group 1 to Sub-Group 2 shall be considered as secondary bids and shall be processed accordingly. To be considered for a clerical vacancy the bidder shall provide proof of completing Grade 12 education or recognized equivalent, pass the required practical test and has pre-qualified on the Clerical Aptitude Test Battery (GATB) as administered by the TTC. Seniority and bidding exceptions for employees of the Wheel-Trans Office, Clerical and Technical Employees

Group and for employees of Revenue Operations Clerical and Non Clerical Groups will remain in effect;

Bids from Sub-Group 2 to Sub-Group 1 shall be by SST bids;

Non-Uniform Transportation Group employees bidding to Operator/Collector positions will be required to complete a criminal reference check, licence check and medical clearance prior to being considered eligible for transfer.

Subject to maintaining divisional strength and in accordance with divisional requirements, the TTC will agree to allow SST bids prior to the placement of new hires based on the following conditions:

1. At least 70 employees per year requiring full training will be scheduled for inter-modal training for the purpose of expediting Operator/Collector SST requests (e.g. bus to subway).
2. Only employees with a minimum of two years seniority, and who are able to perform the full duties of the position for which they have an active SST bid on file for, will be eligible for consideration for paragraph 1 above.
3. New operators will be granted a one-time exception to the above noted 2 year lock in period, for an intra-modal transfer only, after successful completion of his or her probationary period whereupon the remaining period of the initial 2 year lock in will continue to apply.
4. SST bids will remain on file up to the first of the thirteenth month following submission of the bid. For example, if a bid is submitted July 15, 2014, this bid will expire August 1, 2015. Employees who wish to be considered for a SST will be solely responsible for resubmitting fresh SST bids upon expiry of an existing SST bid. Employees are also solely responsible for submitting any new/changes to existing bids for consideration. Only one bid is permitted to remain on file at any given time, per employee, and

therefore a fresh SST bid or new/changed bids will automatically replace the last bid submitted.

5. Prior to a SST bid to subway being processed, employees who have not previously qualified for subway operation or Collector will take and pass the Subway Operator or Collector pre-test offered by the Training Department to be scheduled on the employee's off time. Employees will be paid four hours at their basic rate when attending orientation, inclusive of pre-test.
6. Wheel-Trans Operators' SST bids will be processed in accordance with Article VI-II, Section 17, Common Seniority Provisions Wheel-Trans Department Operators, #1.
7. Prior to a SST bid to move to bus operations being processed, employees who have not been previously qualified for bus operation will be required to obtain an approved MTO medical for "C" class license.
8. Employees who either discontinue or withdraw from training will be placed on an unpaid leave of absence for three (3) business days, to allow the TTC opportunity to make arrangements to place the employee in the work location with the greatest need for which they are qualified and will be restricted from submitting a SST bid for two years. Should an employee be scheduled for training and fail to notify his/her Manager or designate at least 7 calendar days in advance of his/her inability to attend and complete the training, this will be considered a withdrawal.
9. Employees who fail training will be placed on an unpaid leave of absence for one (1) business day, to allow the TTC opportunity to make arrangements to place the employee in the work location with the greatest need for which they are qualified and will be restricted from submitting a SST bid for (2) two years. If the employee fails the training a second time, the employee will be restricted from submitting a SST bid for (5) five years.

10. All SST bids will be permitted for Operators wishing to transfer between divisions with a similar mode (e.g. bus to bus).
11. In the event that a bid has been bypassed, the employee bypassed will be moved within twelve months (based on calendar days) of the bypass subject to divisional workforce requirements. In the event such requirements do not allow for the transfer prior to the expiration of the calendar year, the bid will remain on file in the subsequent calendar year (unless it is replaced by an updated bid in which case regular provisions apply) and will be processed as soon as possible, subject to workforce requirements.
12. In the event an employee's scheduled vacation conflicts with any scheduled training, required for the successful processing and completion of the SST, the employee will be given the option to reschedule his or her vacation in order to affect the SST, or to be bypassed in accordance with point #11 above.
13. Current lock-in periods will apply to all employees who move due to a SST bid.
14. In the event of a Transit Master Sign-Up, the SST process will be temporarily suspended to allow for the accommodation of transfers associated with the Transit Master Sign-Up.

Section 43. Supervisor Not to Perform Bargaining Unit Work

Bargaining unit work will only be performed by bargaining unit employees unless otherwise agreed in writing by the parties including the agreement dated May 12, 2004 which is set out in Appendix E-18 of the Collective Agreement or to prevent imminent harm to employees, the public or TTC property.

Section 44. Future Collective Agreements

Neither the terms of this Agreement relating to the employment of Temporary Wheel-Trans Operators, nor the fact of the employment of such Temporary Operators shall be referred to as a precedent in

any future Interest Arbitration or similar proceedings between the parties pertaining to the Master Agreement, whether or not such Master Agreement includes the Wheel-Trans Division of the TTC.

If a separate Collective Agreement pertaining to Wheel-Trans Operators employed by the TTC is the subject matter of Interest Arbitration or similar proceedings between the parties, the TTC may refer to information resulting from its employment of Temporary Employees, pursuant hereto, but the fact that Local 113 agreed to their use shall not be referred to as a precedent.

ARTICLE II
PROVISIONS APPLICABLE TO OPERATORS IN THE
OPERATIONS BRANCH
(FOR WHEEL-TRANS OPERATORS REFER TO
ARTICLE VI-II)

Section 1. Definition

The following provisions shall apply to all Operators in the Operations Branch.

Section 2. Seniority and Selection of Work

Seniority shall be in effect as agreed upon in detail from time to time.

The selection of work shall be made on a four to six week basis, except during the Christmas period, when a two or three week selection shall be made. Vacation Quotas shall be increased accordingly, during this period, to reflect service/workforce requirements.

Operators may submit a request to be relieved to attend a sign-up and leave will be granted if sufficient Reportpersons or volunteers are available. Unless Reportpersons are available, the ten most Senior Operators for each selection will be given last consideration to be relieved to attend a sign-up. Payment for such leave shall not exceed one hour and 30 minutes and in no case shall the time allowed increase the normal value of a crew. Such requests must be submitted to the Divisional Office Supervisor not later than 3:00 p.m. on the day prior to the specific work selection.

In the event that a School or Special Services crew is known in advance to be cancelled for one day or less than one week, the crew guide is to be marked that the "Division will provide". A notice shall also be posted at the time of each sign-up that School and other Special Services crews are subject to minor fluctuations of time which are beyond the control of the TTC. In the event of a minor change of crew hours, as much advance notice as possible of the change shall be given.

Section 3. Bonuses and Allowances

Clause 1. Reporting and Signing-In Allowance

Fifteen minutes shall be allowed once each day worked at the basic rate to compensate for reporting time and/or signing-in time of uniformed employees required to operate equipment into or out of service from or to carhouse yard or garage, or who may be required to report for a run or crew on the street or be relieved on street.

BOARDPERSONS: The above 15 minutes shall be shown on crew guide in addition to crew value in each case.

REPORTPERSONS: The above 15 minutes shall be allowed once daily for the first report on each day worked.

Employees on two-piece crews who are required to take a vehicle both out of and into a carhouse or garage twice daily shall receive an extra 15 minutes' allowance at the basic rate, provided they report ten minutes ahead of scheduled departure time on each report.

Clause 2. Allowance and Bonus for Extra and Uncrewed Runs

An allowance shall be continued of one-half hour's time at the basic rate for extra and uncrewed runs or parts of regular schedule crews under three hours. Extra and uncrewed runs of between three hours and three and one-half hours shall pay three and one-half hours. Not more than two such allowances shall be paid to an individual in one day.

The ten minutes' bonus for extra and uncrewed runs shall be continued under the existing conditions.

Reportpersons or volunteers used on extra runs where the operating trip is less than three hours who are requested and operate extra trips or trips or additional mileage to meet traffic requirements, shall be credited with the full 30-minute allowance and 10-minute bonus if the extra work increases the platform time beyond three hours.

An allowance of the difference between the platform value of an extra of less than one and one-half hours and one and one-half hours, shall be paid at the basic rate.

Clause 3. Daily Guarantee to Reportpersons

The TTC guarantees to each Reportperson an eight-hour daily guarantee including all bonuses and allowances (except spread allowances which will be paid in addition) at their basic rate. The value of an additional work assignment operated on the day Reportpersons perform their assigned work and any volunteer work they perform beyond their assigned work for the day, shall be exempt from the earnings on which their eight-hour daily guarantee is calculated.

Work assignments shall be distributed as set out in detail in the Transportation Department Regulations Governing Reportpersons' Reporting Board and the Regulations Governing School and Special Service Crews, both of which regulations may be amended from time to time when mutually agreed upon by the parties to this Agreement.

Clause 4. Waiting Time Allowance for Reportpersons

Reportpersons who are assigned to operate a vehicle for which the detailed Operator fails to report on time, or a uniformed employee detained at the disposal of the TTC to operate a special service, shall be paid at half the basic rate of pay from the time they are ordered to report, or does report if later, until the time when they take a vehicle out into service or they are released from waiting until a further report if required.

Boardpersons who report late for their crew and are subsequently placed on report shall be allowed waiting time, providing they are held on report.

Clause 5. Guarantee of Crew Value

The value of crews, known as Special Crews, having a platform time of five and one-half hours or more shall be eight hours total time at

the basic rate including all allowances (except spread allowance). The value of present crews of seven hours and 30 minutes or more shall continue to be a minimum of eight hours plus 15 minutes' Reporting and Signing-in Allowance.

One-piece specials of between five hours, 20 minutes and seven hours, 29 minutes that are left over by the schedule print-out will be signed on as a one-piece special and paid eight hours. These one-piece specials do not alter the practice of scheduling two-piece crews with one of the pieces having a platform time of between five hours, 20 minutes and seven hours, 29 minutes.

If a one-piece special comes open the Operator filling it will be paid on the same basis as an uncrewed piece of work.

Crews assigned portions of work of less than two hours' duration shall be paid a minimum of two hours for such work.

Operators working on Compressed Work Week Crews will be guaranteed 40 hours of pay time per week including Sunday Premiums if applicable.

Clause 6. Spread Allowances and Limits

The following spread allowances apply to Operators:

Special Crews

- Time worked in excess of 12-hour spread — an allowance of full time for a total of double time will be paid.

Two-Piece Crews

- Time worked in excess of 10-1/2-hour spread — an allowance of half-time for a total of one and one-half time will be paid.
- Time worked in excess of 12-hour spread — an allowance of full time for a total of double time will be paid.

Reports

- Time worked in excess of 12-hour spread — an allowance of full time for a total of double time will be paid.

Spread limits on all of the above three classes of assignments will apply as follows:

Normal week days..... 12.5 hours

Normal weekday crews finishing after 8:29 PM 11.5 hours

Saturdays, Sundays & Holidays..... 12 hours

Reportpersons shall not be detailed to work over a spread of 12.5 hours in any day under normal conditions of day to day operation. In an emergency, Reportpersons are governed by the conditions set forth in Article 1, Section 4.

Compressed Work Week Crews

Compressed Work Week Crews will not be in excess of the 12.5 hour spread. Operators signing a Compressed Work Week Crew will remain eligible for present spread premiums in recognition that this is limited to the structure and design of the Compressed Work Week. (Also refer to the Contract Implementation Guidelines.)

Clause 7. Allowance for Work at Other Than Home Division

BOARDPERSONS: If such uniformed employees are reassigned to work at other than their home division for one whole day only, they shall be paid a minimum of the crew value they would have received at their home division.

REPORTPERSONS: If such uniformed employees are detailed for one whole day only, or the major portion of one day only (over four hours) other than an A.M. or P.M. rush-hour work assignment, but not both, at other than their home division, they shall be paid for not less

than eight hours' time for such day at the basic rate. Such time shall include any time they may have worked on such day at their home division.

These allowances shall be paid only if the employees concerned accept and perform all work allotted to them.

Section 4. Pay for Volunteer Work

Payment for all volunteer work (platform time) shall be based on regular rates plus an additional half time for all platform hours worked.

Volunteer operators pre-detailed to operate a crew or a special service or an uncrewed A.M. or P.M. extra assignments shall, including all allowances, bonuses and special premiums applicable, be guaranteed not less than four hours pay at basic rate.

Section 5. Overtime

Overtime shall be paid at one and one-half times the basic hourly rate for all accumulated work over eight actual working hours.

Operators signed on a Compressed Work Week will be paid overtime at the rate of time and one half of the basic rate for all platform hours worked in excess of ten hours per day.

Section 6. Delay Time

All uniformed employees on scheduled or special crews shall be paid volunteer time (one and one-half times the basic rate) for any extra time caused by being late when relieved or running vehicles into surface carhouses or garages when such delay is ten minutes or over. The overtime premium will apply on subway crews and S.R.T. crews when relieved or running trains in after five minutes because of delays in the system beyond the control of the operator. Such delays would include accumulated time on swing runs. Effective June 1, 2005, this paragraph will no longer be in effect and delay time will be paid in accordance with the following process.

Effective June 1, 2005, all Surface Operators on scheduled or special crews will be paid double time (two times the basic rate) for any extra time caused by being late when relieved or running vehicles into surface carhouses or garages when such delay is ten minutes or over.

All Subway and SRT Operators on scheduled or special crews will be paid double time (two times the basic rate) for any extra time caused by being late when relieved or running vehicles into the subway yard when such delay is five minutes or over.

Such delays would include accumulated time on swing runs.

Effective April 1, 2015 all Surface Operators on a biddable extra run will be paid time and a half (one and one-half times the basic hourly rate) for any extra time caused by being late when relieved or running vehicles into surface carhouses or garages when such delay is ten minutes or over. Such delays would not include accumulated time on any runs or any crews.

Section 7. Sunday Premium

Uniformed employees shall be paid one and one-quarter times the basic rate for Sunday work up to eight hours. Time worked in excess of eight hours platform time shall be paid at the rate of one and one-half times the basic rate.

Reporting and Signing-in Allowance and Spread Allowance shall be paid on Sundays at the basic rate.

Section 8. Reporting Requirements and Travel Time

All uniformed employees required to take vehicles at the carhouse or garage shall at the first time reporting for the day, report to the Office Supervisor at least ten minutes before scheduled time, and in the event of them not reporting ten minutes ahead of time, the Office Supervisor shall fill the runs with other Operators.

When the relief point is not at the carhouse or garage, Operators shall at their first time reporting for the day, report to the Office Supervisor the usual ten minutes ahead of scheduled time, plus the additional time required to travel from the carhouse or garage to the relief point, and shall be paid for all time if in excess of ten minutes, at the basic rate of pay.

The above conditions shall also apply for the second report when the relief point is not at the carhouse or garage and the Operators are not required to report to the Office Supervisor.

When Operators of a two-piece crew are relieved on the street at the end of their first piece of work and must return to the garage to take another vehicle out for their second piece of work, travel time from the relief point of the first piece of work back to the garage will be paid for all time if in excess of ten minutes, at the basic rate.

Effective with the January 2011 board period, Surface Operators who take a vehicle into service from the carhouse or garage and who are subsequently relieved on the street at the end of the shift, will be paid travel time at the basic rate from the relief point back to the garage or carhouse for all time if in excess of 19 minutes.

An Operator who takes over a vehicle in service on a route and who in turn is relieved at a point other than the original relief point will be paid travel time back to the original relief point in accordance with present arrangements for paid travel time.

Travel time on Saturdays, Sundays and Holidays, like all regular work days, will be based on the scheduled service for the day. Effective with the June 2006 board period, travel time on Saturdays, Sundays and Holidays will no longer be based on the scheduled service for the day, but as set out below.

Effective with the June 2006 board period, all paid travel times will be based on time periods as follows and travel time set out in this section is not included in the spread premium.

Weekdays –

Midday 9:00A.M. to 3:59 P.M.

PM Rush 4:00 P.M. to 6:00 P.M.

Evening 6:01 P.M. to Finish

Saturday/Sunday/Holidays –

Early A.M. Start to 10:00 A.M.

Midday 10:01 A.M. to 6:00 P.M.

Evening 6:01 P.M. to Finish

Operators not relieved on the street and as a result being required to operate their vehicles back to the Division, and then finding that they must return to their relief point, shall be paid normal travel time back to the relief point.

Travelling time is to be paid to Operators for only that portion which may exceed the time required to make up the Crew Guarantee.

Work breaks for Operators will be held at the closest convenient location to the normal relief point on the route and all travel time involved will be paid according to the present travel time policies.

“Convenient location” is for this purpose defined as a location that is within five minutes additional travel time of the normal relief point, and provides washroom and beverage facilities. Travel time may be paid with the written authority of the Head, where the “convenient location” is beyond the aforementioned five-minute additional travel time of the travel time to the normal relief point.

If in the opinion of the Local 113 Executive Board Members the walking time component of travel time from the reporting location to the point of transportation is incorrect, the Board Member and the Div-

isional Manager shall determine the amount of walking time to be included in accordance with the following agreed to formula:

4.5 feet/second (270 feet/minute or 3.07 m.p.h.)

This measurement standard will be applied in all instances of walking time applications.

Section 9. Day's Work and Week's Work

There shall be normally an eight-hour day and five-day week, with a leeway of one-half trip to complete schedule. So far as practicable 66-2/3 percent of the crews shall be continuous.

Boardpersons shall not operate both an A.M. and P.M. work assignment in addition to their crew on that day, under normal day to day operating conditions.

This provision shall not apply in the case of unusual emergencies such as when snow equipment is operated, serious fire, etc.

Reportpersons who have been detailed to fill a crew shall be in the same position as Boardpersons for that day, in that they may operate either an A.M. or P.M. work assignment, but not both, in addition to their crew on that day.

Section 10. Nature of Work

Charter work and special services within the Toronto Metropolitan area shall normally be performed by Operators of the Operations Branch under detailed regulations which have been mutually agreed upon.

Section 11. Off Days

Off days shall be arranged as agreed upon by the parties hereto.

Operators' crew guides and off-day boards to be in the Divisions ten days before sign-ups and posted seven days before sign-ups.

Section 12. New Routes and Vehicles

Uniformed employees shall, when required, train, qualify and operate on lines which have been or may be acquired or established, or on new or different vehicles acquired for operation by the TTC. Such training shall be paid for at the rate applicable for the day on which the employee is requested to train.

Bus stops shall normally be posted within 90 days from the date a route or route extension is inaugurated. If, however, the TTC is unable to do so and the Union requests such a stop, then it will be posted within 180 days.

Section 13. Combined Operating and Yard Work

Special crews covering daily combined operating and yard work, under regulations which have been mutually agreed upon by the parties hereto, shall be posted for selection each board period at each urban division.

Section 14. Subway Operation Regulations

The assignment of employees to subway operation is to be carried out as per detailed Subway Operation Regulations which may be amended, if found necessary, when mutually agreed upon by representatives of the Union and the Head of the Department.

Section 15. Running Time

Operators who wish to submit any observations, complaints or suggestions, regarding running time, may do so on the special form available at the Union Office.

Section 16. Training Pay – Student Operators

Student Operators hired from the street receive six hours' pay per day at the training rate for eight hours of training. Student Operators hired from within the TTC receive eight hours' pay per day at the training rate for eight hours of training. This applies to initial training and all subsequent training until fully qualified.

Student Operators are not eligible for the Sunday Premium rate.

Student Operators hired from the street receive holiday pay of six hours at the training rate, in addition to the normal six hours' pay at the training rate for eight hours of training which takes place on a statutory or designated holiday.

Student Operators hired from within the TTC receive holiday pay of eight hours at the training rate, in addition to the normal eight hours' pay at the training rate for eight hours of training which takes place on a statutory or designated holiday.

Section 17. Training Pay – Qualified Operators

When qualified Operators or Subway Operators sign up for work which entails the operation of vehicles on which they have had no previous training OR for which they have been trained but because of the nature of their work they have not operated recently, the following basis of training pay will apply:

(a) Initial Training

Employees not previously trained on a particular class of vehicle, i.e. streetcar or bus (exclude subway car) and who have completed their probationary period shall receive eight hours pay for eight hours training. Probationary employees shall receive eight hours' pay for eight hours' training.

(b) Refresher Training

If in the estimation of Operations Branch Officials, employees require refresher training on a certain type of equipment and, if the employees concerned have been employed in the Operations Branch over ten years, they shall receive eight hours' pay for eight hours' training.

Employees on the job less than ten years and whose home division does not have the type of equipment in service, thus enabling them to remain qualified, shall receive eight hours' pay for eight hours' training.

Employees on the job less than ten years who fail to keep themselves qualified even though the type of equipment involved is in service at their home division shall receive refresher training at their own expense.

When Operators are requested to take subway refresher training at times other than within the working hours of their crew, they will be paid one and one-half times the basic rate.

All Operators subject to refresher training will be required to take their annual Refresher Courses when scheduled at their Division. If necessary, the TTC will endeavour to accommodate an Operator to take Refresher Training at another Division. An Operator who fails to take the scheduled Refresher, or who has failed to meet the required certification, shall receive Refresher Training at their own expense. The foregoing shall not apply to Operators who are absent due to bonafide illness or pre-arranged vacation.

(c) Subway Training

Employees training for subway operation shall be paid eight hours at their basic rate for eight hours' training. When such training occurs on an employee's off day, the employee will be paid at one and one-half times the basic rate.

(d) Training on Sunday

Uniformed employees required to undergo training on a Sunday are to be paid in accordance with the above regulations but at the Sunday premium rate of time and one-quarter.

(e) Training on Statutory or Designated Holidays

Should training take place on a statutory or designated holiday, holiday pay, in addition to hours of pay normally received in accordance with the above regulations, is granted.

Section 18. Divisional Trainers' Pay

Certified Operator and Collector Student Trainers receive a flat allowance of 53¢ per hour, over and above their total earnings for the day, when in charge of trainees.

Section 19. Acting Inspectors

Operators while serving as Acting Inspectors are to remain members in good standing of the Union. They are to receive a basic minimum of eight hours and 15 minutes' pay per day, at their basic rate, plus a minimum allowance of 32¢ per hour for the period worked.

Overtime at time and one-half is paid after eight hours actual working time; time and one-half applies to the total rate applicable (i.e. the basic rate, plus 32¢).

Section 20. Pay for BZ and CZ licences

Effective with licence renewals on or after April 14, 2005, and upon proof of payment, the TTC will pay the Ministry of Transportation licence renewal costs for Operators assigned to streetcar or subway divisions who are currently in possession of a valid "BZ" or "CZ" licence. Operators in possession of a "BZ" or "CZ" class licence will be required to maintain their current licence qualification and may not downgrade to a lesser classification without authorization from the General Superintendent or designate.

The licence renewal cost includes the medical fee for the medical test required by the Ministry of Transportation for the "BZ" or "CZ" licence. To complete the medical test, the Operator has the option of attending the TTC's service provider at no cost or attending a physician of his/her choice. Should the Operator attend his/her own physician, the cost of the medical fee will be reimbursed to a maximum of \$90.00. If the Operator attends his/her own physician, the TTC will not pay for any supplementary reports if the medical test is insufficient. Any supplementary reports will be at the Operator's expense unless otherwise agreed by the parties.

Section 21. Pre-Printed Waybills – Pilot Project

This pilot project at Queensway will be extended to the remaining Bus and Streetcar Divisions within one year of ratification.

Section 22. Schedule Adherence

The parties have reached agreement on schedule adherence. The Transportation Regulations will be amended to include the schedule adherence agreement.

Section 23. Establish Joint Committee

The Union's concerns relative to regular replacement of operator seats, safety shields on surface vehicles around Operators' compartment, location of laminator sign control panel, improved heating and ventilation of surface vehicles and washroom smoke detectors will be referred to a joint committee of senior Union officials and management representatives for resolution.

The committee will meet on at least a monthly basis for the purpose of reaching agreement on the above concerns. The first such meeting will take place no later than 60 days following the ratification of the Collective Agreement.

Notwithstanding the above, an employee, the Union or the TTC may exercise the right to grieve under the Collective Agreement or seek remedy under the *Occupational Health and Safety Act*.

ARTICLE III

PROVISIONS APPLICABLE TO DIVISIONAL CLERKS, TICKET & INFORMATION CLERKS AND WICKET CLERKS (FOR PROVISIONS APPLICABLE TO OPERATIONS CLERKS REFER TO ARTICLE VI-III)

Section 1. Definition

The conditions listed under this Article apply to all hourly-rated employees classified as Divisional Clerks in the Operations Branch and as Ticket and Information Clerks at the Toronto Coach Terminal, Inc.

Section 2. Day's Work and Week's Work

The day's work shall be arranged to suit the requirements of the business, and normally shall be an eight-hour day, five days per week and normally off days shall be consecutive.

Section 3. Overtime

Overtime shall be paid at one and one-half times the basic rate for all work in one day over eight actual working hours when so instructed.

Section 4. Statutory and Designated Holidays

A list naming employees required to work on a statutory or designated holiday shall be posted 14 days prior to the date of the work to be performed.

Rules and Regulations for Banking of Statutory and Birthday/ Floater Holidays for Divisional Clerks

1.00 Divisional Clerks will have the option of "banking" normal Statutory Holiday pay hours for any of the following Statutory Holidays for a maximum of five (5) banked days:

New Year's Day	Birthday	Floater Day
Family Day	Canada Day	Thanksgiving Day
Good Friday	Simcoe Day	Christmas Day
Victoria Day	Labour Day	Boxing Day

- 1.01 Initially a maximum of three (3) Clerks will be allowed to elect this option at each Divisional location.
- 1.02 These “banked” Holidays will permit the selection of one (1) week to be off work at any time of the calendar year when the established vacation quota has not been filled.
- 1.03 Election of this option must be made at the time of the regular Vacation Sign-Up.
- 1.04 Selection of the Statutory Holidays to be “banked” and of the week to be off work will be made in order of seniority immediately after completion of the Vacation Sign-Up.
- 1.05 Once selected, changing of the Statutory Holidays to be “banked” will not be permitted.
- 1.06 Election of this option will be made in order of seniority and on an annual basis. Employees who select this option, will not be allowed to reselect until everyone in the work location has had an opportunity to do so. The selection of this option will commence with the most senior Clerk who has not selected this option in the previous year. Bypassing one year will not result in the Clerk having to wait for the entire rotation to become eligible for the selection.
- 1.07 Pay for the week off work will be for five (5) days times eight (8) hours times the Clerk’s rate at the time the week is taken.
- 1.08 A Clerk working on any of the Statutory Holidays they have “banked” will be paid only the time and one half (the eight (8) hours holiday pay will be “banked”).
- 1.09 Work on a Statutory Holiday is not guaranteed and this option is not to interfere with the normal Not Required procedure.
- 1.10 A Clerk who does not work on a Statutory Holiday he/she has “banked” because he/she was released, not required, off-day, vacation etc., will not receive any pay for that day.

- 1.11 If a Clerk who elects this option, leaves the employ of the TTC or transfers from the eligible group BEFORE the selected week off work has been taken, he/she will receive ONLY the holiday pay accumulated.
- 1.12 If a Clerk who elects this option, leaves the employ of the TTC or transfers from the eligible group AFTER the selected week off work has been taken and BEFORE the “banked” days are earned, or is disqualified from holiday pay on any of the selected Statutory Holidays, he/she will have an appropriate reduction made in pay.
- 1.13 As outlined in the Clerical Regulations, Clerks transferring between Divisions will retain their signed vacation selection dates.
- 1.14 A Clerk electing this option will not be permitted to work during the chosen week off work.

Section 5. Sunday Premium

The TTC shall pay one and one-quarter times the basic rate for Sunday work to regularly assigned clerks. Work beyond eight hours will be paid at the rate of one and one-half times the basic rate.

Section 6. Work on Off Days

Clerks who are requested by the TTC to work on their regular off day or days, including Sundays, in excess of five days worked in a week shall be paid at one and one-half times the basic rate. Time off shall not be given in lieu of off day worked.

Section 7. Shift Work

All clerks who perform shift work shall have their scheduled work posted four weeks in advance of the work being performed.

When not notified of a change in regular shift hours 24 hours ahead of a new starting hour, one and one-half times the basic rate shall be

paid for the hours worked on the first shift worked at the changed starting hour.

Section 8. Substitution Allowance

When an hourly-rated clerk substitutes for another hourly-rated clerk in Wage Group 8 or higher for a full 8-hour shift or more, the substituting clerk shall receive the rate of the employee for whom he or she are substituting retroactive to the first day of substitution.

Section 9. Seniority

Seniority shall be in effect as agreed upon in detail from time to time.

Section 10. Shortage Allowance

An allowance of \$240.00 at the end of each calendar year for the term of this Agreement, to defray shortages incurred will be paid to present employees who during the calendar year worked in one of the classifications listed below:

Ticket & Information Clerks
Vault Clerks

This allowance is reduced on a pro-rata basis to the closest month for employees who enter this classification after January 1st, or who leave the service of the TTC or transfer to a new classification before December 31st.

At the end of each calendar year an allowance of \$15.00 to defray shortage incurred will be paid to present employees who during the calendar year worked as a clerk on the afternoon or night shift in the collectors office who are responsible for cash and fare transactions when Vault Clerks are not on duty.

Overages that cannot be traced are to remain the property of the TTC.

The shortage allowance shall be paid in January of each year to cover the previous calendar year.

Section 11. Meal Allowance

A meal allowance of \$4.52 will be granted to Ticket & Information Clerks provided the period of overtime exceeds three hours on any one day. (Time taken for the meal is to be deducted from the overtime period worked).

No meal allowance will be granted for time worked on a normal off day or statutory holiday unless the period worked extends three hours beyond the normal daily hours for the position of the employee involved.

Section 12. Progression

Employees in the Junior Divisional Clerk classification are upon completion of one year of continuous service in this capacity, upgraded to a General Divisional Clerk at the maximum rate.

Employees in the Junior Ticket and Information Clerk classification are upon completion of one year of continuous service in this capacity, upgraded to General Ticket and Information Clerk at the maximum rate.

ARTICLE IV
PROVISIONS APPLICABLE TO MAINTENANCE
DEPARTMENTS

Section 1. Definition

The following provisions apply to all Maintenance hourly-rated employees covered by this Agreement who are employed in the Subway and Surface Operations Departments as well as employees in the Corporate Security, Safety and Materials & Procurement Departments.

Section 2. Day's Work and Week's Work

The daily hours of work shall be governed by the urgency of the work on hand, but normally, there shall be an eight-hour day and a five-day week. Where possible, employees with a compressed work week schedule will be provided with three (3) consecutive off days.

When the work requires a change of shift for an employee of the Maintenance Departments (except employees whose job descriptions require that they change shift or location on short notice) from the normal starting hour of the day shift to another starting hour, premium payment of an additional one-half time at basic rates shall be paid for hours worked on the first shift only at the new starting hour, unless the change is for five days or more, to take effect on the first working day of the week and at least one week's notice is given of such a change.

Plant Maintenance Department and Track and Structure Department employees assigned to work locations not directly on a TTC route will be permitted to be at the TTC stop location nearest to the work site at their normal starting and finishing times.

Section 3. Overtime

Overtime shall be paid at one and one-half times the basic rate for all accumulated work over eight hours' actual work completed. In the case of employees on compressed work week, overtime shall be paid

at one and one-half times the basic rate for all accumulated work over ten hours' actual work completed.

Employees shall be warned, whenever possible, at least two hours ahead if required to work overtime.

Section 4. Sunday Premium

One and one-quarter times the basic rate shall be paid to employees who are regularly assigned to Sunday work.

Overtime at one and one-half times the basic rate shall be paid for work on Sunday to employees who are not normally assigned to Sunday work.

Section 5. Allowance for Off Day Work

Employees who are requested by the TTC to work on their regular off day or days, including Sundays, in excess of the normal days worked in the week shall be paid at one and one-half times the basic rate. Time off shall not be given in lieu of off day worked.

Scheduled off days shall be posted one week in advance in operating garages and carhouses of the Operations Branch.

If a change of off days is made for employees covered by this Section with less than seven days' notice, time and one-half will be paid for the first shift worked only to those with the changed off day.

Section 6. Daily Allowance in Inclement Weather

The TTC guarantees regular employees who are employed in the positions of Welders, Track Crews, and Track Patrols in the maintenance area, a minimum of eight hours' pay per regularly scheduled work day or four hours' pay per regularly scheduled half work day, provided such employee reports for work as per schedule and carries out duties assigned.

It is agreed that when the above employees are required to work in inclement weather [which is when temperatures fall below -15 degrees Celsius with or without the wind chill factor], they will be paid an allowance of time and one-half the basic rate for actual time worked outside. Temperatures will be obtained through Transit Control as per Environment Canada.

This provision excludes emergency track mechanics.

Section 7. Allowance for Wash Up

Five minutes shall be given twice daily at lunch time and before leaving work in which to wash up. Any employee who abuses this privilege shall be subject to discipline.

Section 8. Paid Lunch

Surface Carhouse Emergency Crews, Platform Servicepersons, the Way Emergency Crews and Fire Prevention Inspectors (Cost Centre 757) will receive a paid lunch of up to 30 minutes during their shift if conditions permit. They will be required to respond to emergency calls at any time during their entire shift.

Section 9. Substitution Rates

When maintenance employees substitute for other hourly-rated employees in a higher classification for a full 8-hour shift or more in a two-week pay period, they shall receive the wage rate at the corresponding step in the higher wage group (e.g. 4-month rate to 4-month rate, maximum to maximum, etc.), or 15¢/hour whichever is greater retroactive to the first day of substitution, for hours worked at the higher classification.

When non-supervisory employees, other than Lead Hands in an Operating Garage or Carhouse, substitute temporarily for a supervisory employee at a higher rate for a full 8-hour shift or more in a two-week pay period, they shall receive an allowance of 32¢ per hour for the period of substitution for each hour so worked, retroactive to the first day of substitution.

When any maintenance employee including Lead Hand substitutes during a Supervisor's vacation or during an extended absence of one week or more, then the substituting employee shall take the off days of the Supervisor, if required, and shall receive an allowance of 32¢ per hour for the period of substitution for each hour so worked, effective from the date of substitution.

Either of the latter two allowances shall be paid in addition to any premium pay the hourly-rated substituting employee would normally receive on the days worked as a substitute Supervisor.

Section 10. Elected Union Officers — Job Bidding

No employee who holds an elected position in the Union will be permitted to bid for a Lead Hand vacancy or any other vacancy where the employee is regularly scheduled to substitute for a supervisory employee.

Section 11. Seniority

The detailed seniority regulations which are now in effect may be amended if found necessary when mutually agreed upon by representatives of the Union and the Head of the Department.

When the Department has vacancies in classifications covered in this Article, they shall be posted and filled according to the seniority regulations for each Department concerned.

Section 12. Seniority of Juniors or Apprentices

Employees known as Juniors or Apprentices, on completion of their course, shall date their classification seniority in accordance with regulations that may be mutually agreed upon from time to time.

The senior automotive graduate apprentice must bid for any vacancy for which he or she is qualified on the journeyman level unless temporary deferment is mutually agreed upon between representatives of the TTC and the Union.

The concept of “Adult” apprenticeship is supported by both the TTC and the Union. Application and final selection to be made in accordance with regulations from time to time agreed to between representatives of the TTC and the Union.

Section 13. Penalty for Lateness

Employees covered by this Article who are late more than four minutes shall lose 15 minutes time, provided they punch the time clock or report to their Foreperson or office before the expiration of the first 15 minutes. They must commence work as soon as they report. The four-minute leeway privilege will be discontinued for any employee who abuses it.

Employees who are late between 15 and 30 minutes shall lose the first half-hour and must commence work as soon as they report.

Employees who arrive after the first half-hour, must report directly to the Foreperson. The Foreperson shall then decide whether the employee shall be permitted to start work on the half-hour following arrival or wait until after the lunch period before commencing work.

No leeway in starting work after the lunch period shall be allowed.

Section 14. Tools

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

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

1. Job classifications where incumbents are required to provide their own tools to be identified.

2. The Department and the Board Member will develop a list of the tools required for each job classification.
3. The value of such tools will be determined by Materials & Procurement Department. Wherever possible, employees will be able to purchase the tools required for their job at the cost established on the Materials & Procurement Department price list for the various tool manufacturers.
4. The list of tools and the value will be reviewed and updated as of July 1 of each year.
5. Each incumbent in such a job will receive a tool allowance of 9% of the retail value of the required tool kit, to be paid no later than October 31 of each year.
6. Employees, who on the preceding September 15 qualified for a tool allowance but during the subsequent 12 months were bumped because of the application of the seniority regulations to an ineligible group will receive an allowance reduced on a pro-rata basis to the nearest month.
7. Employees who are bumped out of an eligible group into a classification where the allowance is not payable and subsequently bid back into an eligible group will be entitled to a tool allowance on a pro-rata basis providing they are in this eligible classification within 12 months from the date they were initially bumped out of the eligible group.
8. The TTC will continue to supply tools where this practice is currently in effect.
9. Whenever tools are added to any tool list, every employee affected must purchase the tool(s) within sixty days. Management reserves the right to inspect the new tools to ensure that these tools have been acquired. It is understood that the time period may be extended upon mutual agreement. 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 15. Temporary Seasonal Positions

Commencing in 2009, the TTC will posted once a year:

- Twenty-five percent (25%) of the temporary seasonal Street-car Way Track Worker positions (Cost Centre 735)
- One hundred percent (100%) of the temporary seasonal Grounds Maintainer positions (Cost Centre 744)

These positions shall be made available to be bid upon by maintenance employees in a Wage Group 3 or lower only.

Section 16. Contracting Out

Process

The TTC agrees that before any work which is normally performed by members of the Bargaining Unit is contracted out, Management will advise the Union in writing, as far in advance as is practicable, of its intentions. Once a tentative decision has been made, the TTC will address the following factors in writing, where appropriate, cost, efficiency and availability of resources.

Within six (6) weeks of being notified by the TTC of its intent to contract out work, the Union shall submit in writing reasonable suggested alternatives as to how the work might be completed by members of the Bargaining Unit. In suggesting reasonable alternatives, the Union shall address pertinent factors such as efficiency, cost and availability of resources.

Within one (1) week of receiving the Union's suggested reasonable alternatives, the TTC and the Union will have one (1) meeting to discuss the Union's reasonable suggested alternatives. If the Union discovers additional reasonable suggested alternatives after the first

meeting, the Union may request a second meeting to take place within four (4) weeks of the first meeting.

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

Further, issues concerning contracting out, warranty work practices, contractors on property, and job security, if raised by the Union, will be discussed at the monthly Management and Union meetings conducted at each work location. The Union shall also be granted access to the TTC Materials and Procurement tender website, although such access shall not constitute notice of contracting out under the Collective Agreement.

Penalty

If the TTC violates this provision, it will pay a specific penalty to the Union of a lump sum payment of \$10,000.00. The grievance procedure will apply to all circumstances when work is contracted out in violation of this provision. If an arbitrator finds that the TTC did violate this provision, it will pay the specific penalty in addition to any monetary and non-monetary remedy awarded by the arbitrator. The arbitrator retains the jurisdiction to award a greater monetary penalty if he or she finds appropriate in all of the circumstances. One factor that will be considered by the arbitrator is whether the value of the contract is greater than \$10,000.00. The arbitrator will not inquire into the appropriateness of the specific penalty.

The above clauses do not apply to warranty work. The TTC further agrees to provide the Union annually with a report of all the warranty expiration dates for all vehicles and equipment purchased by the TTC

and maintained by bargaining unit employees. It is not the TTC's intention to purchase an extension on an initial warranty.

Contracting In

The Union may submit to the appropriate General Superintendent, in writing, reasonable suggested alternatives as to how work not normally performed by the members of the Bargaining Unit might be completed by them. The appropriate General Superintendent, at his or her sole discretion, may consider the Union's reasonable suggested alternatives if they are more cost efficient, and if they can be accommodated with the TTC's existing resources. However, any final decision regarding the work will be at the absolute discretion of the appropriate General Superintendent.

Section 17. Standby

Fire Prevention Inspectors will receive three dollars (\$3.00) per hour for each hour they are required to be on standby.

Section 18. Pay for Trade Licences

Effective with renewals on or after April 14, 2005, maintenance employees required to hold trade licences 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 19. Deletion of Appendix "L" of Maintenance Seniority Regulations

The parties will delete Appendix "L" from the Maintenance Seniority Regulations and any reference in the Regulations and Collective Agreement.

Any future transportation bargaining unit employee who voluntarily accepts a staff, supervisory or management position will continue to accrue seniority for three months from the date of the appointment.

The transportation employee can return to the bargaining unit within the three month period without penalty.

Any current maintenance or transportation employee who has been outside the bargaining unit with active union deductions for more than six months will lose all accrued bargaining unit seniority unless he or she returns to the bargaining unit within 60 days from the ratification of the collective agreement.

Any current maintenance or transportation employee who has been outside the bargaining unit with active union deductions for less than six months will lose all accrued bargaining unit seniority unless they return to the bargaining unit within six months from their transfer out of the bargaining unit.

Any other rules or agreements relating to the recognition of bargaining unit seniority when an employee moves or transfers to a staff, supervisory or management position are at the discretion of the Union.

Section 20. Skilled Trade Allowance

Effective April 1, 2008, the TTC will provide to maintenance employees who, because of their job requirements, have a recognized and current trade licence issued by the Province of Ontario, a premium of \$0.75 for each regular hour paid.

Section 21. VEP Training

Maintenance employees who have successfully competed VEP Part I of the Rail Vehicle Technology Program will be selected for VEP Part II on the basis of seniority.

Section 22. Filling Vacancies within 21 Days

The parties agree to amend Article 7.0 of Appendix H: Maintenance Seniority Regulations as follows:

- (i) Results of postings will be posted in the appropriate Maintenance Groups within ten days, wherever possible (see Appendices

H(i) and H(ii)). Within 21 calendar days of the date of this posting, employees will be moved according to the posted results. If the move takes longer than 21 calendar days, employees will be compensated at the higher wage rate where applicable.

- (ii) No employee will be permitted to bid on a job vacancy after the time limit for the job posting has expired.

Section 23. Two Day's Notice for Single Day Vacations

The parties agree to amend the Maintenance Vacation Regulations as follows:

Employees requesting single day vacations must provide at least two day's notice to the TTC.

Employees granted a single day vacation in error shall be deemed to have borrowed the day from their next year's vacation entitlement. Employees will not be deemed to have borrowed a vacation day from their next year's vacation entitlement where they are forced by Management to take a vacation day in the current year that is not within the current year's entitlement.

Section 24. Janitor and Servicepersons Hours of Work

Day shift Janitors from Cost Centres 745 and 744:

7:00 a.m. to 3:30 p.m.

Afternoon shift Janitors from Cost Centres 745 and afternoon shift Janitors cleaning divisions in Cost Centre 744:

3:00 p.m. to 11:30 p.m.

Night shift Servicepersons from Cost Centres 745 and 744:

10:30 p.m. to 7:00 a.m.

The above shift times may be subject to change at the expiry of the Collective Agreement in accordance with management rights.

Start time for janitor afternoon shift at Hillcrest will be 4:00PM.

Section 25. Frog Shop Start Time

There will be a uniform start time on the day shift in the Frog Shop at 7:00 a.m.

Section 26. Vacancies Posted Simultaneously Internally and Externally

When hourly-rated vacancies are posted internally and externally and the TTC has received applications from an internal candidate and an external candidate with equal mandatory qualifications as determined by Management, first preference for the job opportunity shall be given to the internal candidate by seniority who agrees to sign a waiver to secure any outstanding qualifications for the position. The internal candidate may not sign more than two (2) waivers for any one job opportunity. The outstanding qualifications must be completed within one year from the date of the job offer, provided the required training and/or courses are offered by the TTC and/or a community college, and can be completed within this period. Any extension to this timeline may only be granted by the appropriate General Superintendent.

This section is not applicable to Trainees as defined in Section 41 of the Maintenance Seniority Regulations.

Section 27. Body Repair Work

The parties agree that the TTC will assign to Harvey Shop employees the body work of non-revenue vehicles for a period of three (3) years, commencing January 1, 2009 and ending December 31, 2011. After December 31, 2011, the parties agree to discuss the feasibility of extending this assignment. Any such extension must be agreed to by both parties. The Union cannot rely upon the performance of the body repair work of non-revenue vehicles from January 1, 2009 to December 31, 2011 as work normally performed by its bargaining unit members.

Section 28. Education Assessment Aid

Effective January 1, 2009, Education Assessment aid as outlined below is available for all regular bargaining unit employees who have

completed twelve (12) months of continuous service, and have met the eligibility requirements outlined below.

A maximum reimbursement of \$200.00 per calendar year cannot be exceeded by any one bargaining unit employee. The maximum reimbursement of \$200.00 is counted against the year the education assessment was completed.

Eligibility for Reimbursement for Education Assessment:

- Bargaining unit employees who have received regular status, and have completed twelve (12) months of continuous service are eligible to apply for education assessment aid. Temporary bargaining unit employees, including students, are not eligible for education assessment aid;
- The education assessment confirms that the employee's education is the equivalent of what he/she claims it to be;
- The application for education assessment aid must be requested within six (6) months of the date the assessment was completed;
- The education assessment is for work-related qualifications; and,
- There is a recognized mutual benefit to both the employee and the TTC while in his or her current position, or related to a position that he or she can aspire to within the TTC.

Procedures:

1. Employee must submit a designated request form to the Department Head or Designate for approval, together with a copy of his or her education assessment and an original receipt of payment for the education assessment.

2. The Department Head or Designate forwards the request to the Training and Development Department who verifies the above-noted eligibility requirements have been met. The Training and Development Department will forward a copy of the approved form to the employee.
3. Upon approval, payment of the amount to be reimbursed will be processed through the employee's regular pay.

Section 29. Despatcher Premium

Premium for Streetcar Carhouse Despatchers, and Bus Maintenance Vehicle Despatchers

Due to their job requirements, the TTC will provide Streetcar Carhouse Despatchers, and Bus Maintenance Vehicle Despatchers, a premium of \$1.00 for each regular hour paid upon ratification.

In the event that either the Streetcar Carhouse Despatcher and/or the Maintenance Vehicle Despatcher job classifications are upgraded through the TTC's Job Evaluation Program to Wage Group 7 or above, the TTC shall immediately cease the payment of this \$1.00 premium.

The parties agree that the Job Descriptions for the Streetcar Carhouse Despatchers and Bus Maintenance Despatchers shall be amended to provide that these employees may be required to provide training to new incumbents and backfill employees.

ARTICLE V
PROVISIONS APPLICABLE TO STATION COLLECTORS
AND SUBWAY SUPPLIERS

Section 1. Definition

The following provisions apply to those hourly rated employees in the Subway Transportation Department classified as Station Collectors and Subway Suppliers.

Section 2. Day's Work and Week's Work

Work shall be arranged according to requirements, but normally there shall be an eight-hour day and a five-day week.

Section 3. Report Allowances

Station Collectors who are responsible to open a station at the commencement of the day's subway operation are to report by telephone at least 30 minutes prior to their scheduled time to commence work and will be paid ten minutes at the individual's basic rate which will be in excess of crew value.

The Station Collector who is responsible for opening the Commerce Court booth will be paid ten minutes at the basic rate to prepare the booth for opening, as outlined above.

The same payment will be made at other locations where a similar situation occurs.

Section 4. Seniority Regulations

Seniority regulations shall be in effect as agreed upon in detail from time to time.

When vacancies occur in the Station Collector group, they shall be filled according to the seniority regulations in effect.

The selection of work shall be made at the same time as the Operating Divisions.

Section 5. Eligibility

Employees who are found by the TTC's Medical Director to be unfit to perform their regular duties by reason of disability shall be eligible to work as Station Collectors in accordance with regulations that may be agreed upon from time to time.

Section 6. Daily Guarantee

The TTC guarantees an eight-hour daily guarantee including all bonuses and allowances to Station Collectors and Subway Suppliers who perform their assigned work, except those who are assigned to the job because their driver's licence has been suspended.

The value of an additional work assignment and any work performed beyond the assigned work for the day shall be exempt from the earnings on which the eight-hour daily guarantee is calculated.

Work assignments shall be distributed as set out in detail in regulations where mutually agreed upon.

Section 7. Overtime

Overtime shall be paid at one and one-half times the basic rate for all accumulated work over eight actual working hours.

Section 8. Sunday Premium

Station Collectors and Subway Suppliers who are regularly assigned to Sunday work shall be paid one and one-quarter times the basic rate for all regular Sunday work up to eight hours. Work beyond eight hours is to be paid at the rate of one and one-half times basic rate.

Section 9. Off Days

Off days shall be arranged as agreed upon by the parties hereto.

Schedules and off-day boards are to be posted at least one week in advance of sign-up.

Employees who are requested by the TTC to work on their regular off day or off days, including Sundays, shall be paid at one and one-half times the basic rate.

Time off shall not be given in lieu of off day worked.

Section 10. Spread Allowances and Limits

The following spread allowances apply to Collectors:

Special Crews

- Time worked in excess of 12-hour spread — an allowance of full time for a total of double time will be paid.

Two-Piece Crews

- Time worked in excess of 10-1/2-hour spread — an allowance of half time for a total of one and one-half time will be paid.
- Time worked in excess of 12-hour spread — an allowance of full time for a total of double time will be paid.

Reports

- Time worked in excess of 12-hour spread — an allowance of full time for a total of double time will be paid.

Spread limits on all of the above three classes of assignments will apply as follows:

Normal week days.....	12-1/2 hours
Saturdays, Sundays & Holidays.....	12 hours

Section 11. Shortage Allowance

Effective with the payment of the 2015 shortage allowance, an allowance of \$741.49 at the end of each calendar year for the term of this Agreement, to defray shortages incurred will be paid to present employees who during the calendar year worked in one of the classifications listed below:

Subway Supplier

Station Collector

Whenever there is a fare increase, the shortage allowance will be increased by same percentage as the average percentage fare increase. Any such increase to the shortage allowance will be effective the same date as the fare increase.

This allowance is reduced on a pro-rata basis to the closest month for employees who enter this classification after January 1st, or who leave the service of the TTC or transfer to a new classification before December 31st.

Overages that cannot be traced are to remain the property of the TTC.

The shortage allowance shall be paid in January of each year to cover the previous calendar year.

It is understood and agreed that all Station Collectors and Subway Suppliers are responsible for TTC funds that are placed in their care or to which they have access. It is understood and agreed that the employee will repay to the TTC any shortages in such funds on demand and it is a condition of continued employment that the employee sign an agreement to that effect.

Section 12. Crash Gate Work

- (a) Known scheduled crash gate work will be reserved for Collectors with medical restrictions which prevent them from performing regular Collector duties (i.e. booth work).

The number of crash crews reserved for employees with medical restrictions shall not exceed twenty (20) pieces of work, or the equivalent of ten (10) crews, unless otherwise mutually agreed between the parties.

Collectors who are permanently restricted from Collector booth duties (i.e. restricted to crash gate work only), will be allowed to select work for the Board Period from the list of available crash gate work, in order of seniority.

All remaining crash gate work will be assigned, at Management's discretion, to employees within the bargaining unit with medical restrictions which prevent them from performing their regular duties.

Any open work remaining unfilled after all medically restricted employees have been assigned, will be pre-detailed to the Spareboard as per Spareboard Regulations.

- (b) When working crash gates, Collectors will not be required to sell tickets, tokens, or to make change.

Section 13. Banking of Statutory Holidays for Station Collectors

At least ten Station Collectors will be permitted to select the banking option. If sufficient vacation weeks as defined in #1.02 are not available, the balance up to ten will be permitted to select "over quota" (one per week maximum).

An additional six Station Collectors (for a total of 16) will be permitted to select this option providing sufficient vacation weeks as defined in #1.02 are available.

1.00 Station Collectors will have the option of “banking” normal holiday pay for the following statutory holidays:

New Year’s Day	Canada Day	Thanksgiving Day
Family Day	Simcoe Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day		

1.01 Station Collectors electing this option must “bank” five of the above days.

1.02 Station Collectors will be allowed to select one week during the following periods when the established vacation quota has not been filled:

- (i) the seven-week period commencing with the first Sunday following January 1.
- (ii) the nine-week period commencing with the first Sunday following Thanksgiving.

1.03 Election of this potential option will be made at the time vacation selections are made.

1.04 Selections of the “banked” week taken off will be made in order of seniority after vacation sign-ups have been completed.

1.05 Station Collectors electing this option will do so on an annual rotating basis and in order of seniority.

1.06 Any vacancy occurring before August 1st of any year, the next senior Station Collector/Station Collectors will have the option of filling such vacancy and must bank the remaining statutory holidays for that year.

1.07 Pay for the week chosen will be based on five days times eight hours times the Station Collector’s basic rate at the time the week is taken.

1.08 Station Collectors who elect this option and had a week off and leave the employment of the TTC or transfer from the eligible group before the “banked” days are earned or are disqualified for holiday pay for one or more of the days chosen will have an appropriate reduction made in their pay.

1.09 Station Collectors who leave the employment of the TTC or transfer from the eligible group before the week selected has been taken will receive the holiday pay they have accumulated in the “bank”.

1.10 Station Collectors electing this option will not be permitted to work during the week chosen.

Section 14. Air Conditioning

Air conditioning will be installed in collector booths that are used continuously.

Section 15. Pay for Volunteer Work

Payment for all volunteer work (platform time) shall be based on regular rates plus an additional half time for all platform hours worked.

Collectors who are pre-detailed to a crew or a special service or an uncrewed A.M. or P.M. extra assignment shall, including all allowances, bonuses and special premiums applicable, be guaranteed not less than four hours pay at basic rate.

Section 16. Transfer of Funds

The TTC will pay necessary travel time to Collectors on swing crews, moving floats to specified locations.

Section 17. Return of Funds

Collectors who have been absent due to sickness for a period of at least 5 work days will have their funds returned to the Collectors Division. These funds will be placed in a secure bag by a Union and

Management representative for storage during the absence. When the funds contain Metropasses and/or Metropass monies, the funds must be counted within the time frame as set out above. The count will be conducted in the presence of a Local 113 Representative.

Collectors are to advise the Division by 2:00 p.m. on the day prior to their return. The secure bag will be returned to the Collector's assigned work location by a Management representative.

Section 18. Carrying Case Allowance

Each Collector will receive \$35.00 less taxes every year for the purpose of purchasing a case to carry funds and fare media. The carrying case allowance will be paid by December 31 each following year. Whenever an individual becomes a Collector he or she will receive a payment of \$35.00 less taxes. As a Collector, the individual will be entitled to the next carrying case allowance as paid to all Collectors in accordance with this agreement.

ARTICLE VI
WHEEL-TRANS

Provisions applicable to Regular Operators and Operations Clerks in the Wheel-Trans Department

ARTICLE VI-I
GENERAL PROVISIONS

Present Working Conditions

Any working condition which is at present in effect shall continue in effect unless it is changed during the term of this Agreement by the mutual consent of the parties hereto. Should any dispute arise as to its existence, it shall be decided under the grievance procedure as set out herein.

For the purpose of this Section, the term 'working conditions' shall mean those conditions which come into effect from and after January 1, 1989.

ARTICLE VI-II
PROVISIONS APPLICABLE TO REGULAR
OPERATORS IN THE WHEEL-TRANS DEPARTMENT

Section 1. Definition

The following provisions shall apply to all regular Operators in the Wheel-Trans Department.

Section 2. Seniority and Selection of Shift

Seniority shall be in effect as agreed upon in detail from time to time.

New Wheel-Trans Operators or Operators transferring into the Wheel-Trans Department may not bid out of their position for a period of two years.

The selection of shift shall be made on a quarterly basis, or in the event of a significant schedule adjustment.

Wheel-Trans Department Sign Up Regulations

1. The Wheel-Trans Department makes up shifts, balancing the shifts available for election with the available workforce at the operation Division. The Department makes up the Operator's Boards showing the shifts available and the off-days.
2. a) The information is posted at the Department seven (7) days ahead of the start of the sign-up along with the Vacation Selection Board which is made up at the Department. The Vacation Selection Board lists by week and by seniority the names of Operators on vacation and, as these Operators are signed up, their work and off-days are listed for selection.
2. b) Once the Operators' Boards are posted, no changes should be made without the Local 113 Board Member's approval, except where resignations, retirements, or transfers upset the balance of the shifts and workforce, resulting in the cancellation of shifts.

3. Shifts are selected in order of seniority from lists provided by the Wheel-Trans Department.
4. The initial selection will be conducted according to the yearly Board Periods. Each subsequent selection will commence at 7:30 p.m. of the following weekday evenings (or as mutually agreed upon). There will be four (4) Board Period Sign-Ups conducted per year and two (2) individual Board Period Sign-Ups for the Christmas and New Year's weeks. The number of selections per Sign-Up will be determined by the number of Operators within the Department (i.e. one selection for every 80 Operators). Those operators who are unable to be in attendance because of shift commitments must submit on the proper form their choice of shifts. In the event the shift has already been selected, every effort will be made to place them on a shift comparable to that currently being done as outlined below.
5. It is the personal responsibility of every Operator to attend the sign-up or submit a selection slip. Failing to do so, the Operator will be signed up on the basis of their shift the previous period, as set out below in (a) or (b).

The maximum time allowed to sign up is 3 minutes; following which the Operator will be signed up that day according to sign-up regulations.

- a) If signed on a shift, Operator will be signed on a comparable shift if open with consideration for off-days or the nearest possible type of shift, with same off-days, if possible.
 - b) If signed on as a Temporary, Operator will be placed on a shift at the discretion of management.
6. When signing-up it is the responsibility of Operators to ensure that their name is entered on the shift they have selected before leaving the sign-up.

Temporary Operators are used to correct the weekly imbalance (if any) of the Vacation Swing Board. The Operator is not obliged to sign on this same shift for more than one (1) week, being free to select any other open work on the Vacation Swing Board for the remaining weeks.

7. Shifts signed on by Operators will be at times shown on Schedules posted for operation. The times shown on the Sign-up Boards are a courtesy only and not guaranteed as correct.
8. Operators when selecting shifts, with week days off, must select corresponding work on Saturday, Sundays and Holidays.
9. All Operators are required to hold a Class “E” Driver’s Licence.

HOLIDAY WORK

- 10a. In some cases workforce needs may be reduced on a Holiday, as a result a number of Operators who normally would be working, may be “released”.
- 10b. After establishing the number of Operators required to work on a Statutory Holiday, all “Applications for Leave” received BEFORE the posted deadline will be considered.

All “Applications for Leave” will be considered and processed in the following manner:

Should TOO MANY applications be received, then leave will be granted in seniority and according to these priorities:

1. Worked or N.R.’d (not required) on previous Holiday
2. Off Day on previous Holiday.
3. Vacation on previous Holiday.
4. Sick on previous Holiday.
5. Released, Birthday/Floater on previous Holiday.

If insufficient applications are received, then ALL submitted before the posted deadline will be granted, after which, additional employees will be “forced off” (N.R.’d – not required) as follows. Commencing with the GOOD FRIDAY Holiday (known as the first holiday of the year for this purpose), the N.R.’ing procedure, if and when required, will start with the BOTTOM employee on the Seniority List, and work upward from that point as far as needed. On subsequent holidays, new employees who have entered the service since the previous holiday will be the first N.R.’d, and then continue upward from the last employee who was not N.R.’d on the previous holidays.

- 11a. It should be noted when “releasing” Operators for the Christmas Holidays, that the “work status” is taken from the previous Christmas, and for New Year’s Day, it is taken from the current Christmas. For Boxing Day it is taken from the Thanksgiving Holiday.
- 11b. All senior Operators applying for leave on Christmas and New Year’s Day Holidays will be released BEFORE Operators who came on the strength during the year.
12. Holiday Sign-ups are primarily governed by different regulations. When Operators do not attend the sign-up and do not leave a selection slip, they will be signed on the earliest finished shift if a Boardperson. If signed as Temporary Operator, will be signed on the earliest finished temporary shift.
13. For Holiday selection purposes, Operators who have selected “Vacation Swinging” for the Board Period will be classified according to the Shift signed on for the week in which the Holiday falls.
14. Special Day Selections, such as for the day before Christmas or the day before New Year’s, are actually just another day of a given Board Period where certain adjustments have been made to the schedule in keeping with the traffic to be handled. Such selections are carried out in a manner similar to Holiday selections.

Common seniority provisions that allow the transferring of Transit Department Operators to the Wheel-Trans Department and vice versa are contained.

Section 3. Bonuses and Allowances

Clause 1. Reporting and Signing-In Allowance

The parties recognize the importance of ensuring vehicles are properly prepared prior to entering service and properly shut down, checked and vehicle defects reported following service. In order to ensure Operators have sufficient time to complete these duties, once each day worked Operators will be compensated at the basic rate for 15 minutes reporting time and 10 minutes signing-in time for a total of 25 minutes for uniformed employees required to operate equipment in or out of service from or to a garage.

Employees on two-piece shifts who are required to take a vehicle both out of and into a garage twice daily shall receive an extra 25 minutes' allowance at the basic rate, provided they report fifteen minutes ahead of scheduled departure time on each report and properly shut down, checked and vehicle defects reported following service.

The above allowance shall be in addition to shift value.

Clause 2. Weekly Guarantee of Work Hours

Regular uniformed employees shall be guaranteed a minimum of 40 hours per week including Travel Time and Actual Driving Time.

Clause 3. Allowance for Work at Other than Home Division

Subject to review if system is expanded to more than one location.

Section 4. Hours of Work and Shift Schedules

The normal hours of work for all regular employees shall not exceed forty (40) hours per week. Operators must complete their scheduled assigned duties.

No shift shall exceed thirteen (13) hours' 20 minutes of actual work and shall be completed within thirteen (13) hours' 20 minutes of starting time except where the Union has consented to such schedule. A shift shall be deemed to commence at the garage and excludes report and sign-in allowances. This applies to Sunday, Statutory Holiday and volunteer work.

Where drivers are required to relieve on the street, they will be paid a half hour at their basic rate of pay for travel time to their relief point.

Work breaks will be provided within regularly scheduled shifts as follows:

All straight shifts up to 10 hours shall receive a 20 minute paid work break.

All straight shifts 10 hours or more shall receive two 15 minute paid work breaks.

All Straight shifts 13 hours or more shall receive two 20 minute paid work breaks.

Section 5. Pay for Overtime Work

Payment for all volunteer work shall be based on regular rates plus an additional half time for all hours worked.

Volunteer Operators pre-detailed to operate a shift or a special service or an uncrewed A.M. or P.M. extra assignments shall, including all allowances, bonuses and special premiums applicable, be guaranteed not less than four hours pay at basic rate.

The overtime rate for purposes of this Agreement shall be one and one-half (1-1/2) times the employee's basic hourly rate of pay.

In this Article, "overtime" means an authorized period of work calculated to the nearest quarter-hour. All hours of work in excess of

the employee's signed regular daily shift will be considered overtime except for forced overtime as set out below.

Operators will be paid two times their regular rate for all forced overtime which is the time worked beyond the regular hours of detailed work, signed volunteer work or overtime as defined above.

Section 6. Delay Time

Volunteer

All uniformed employees on scheduled or special shifts shall be paid volunteer time (one and one-half times the basic rate) for any extra time caused by being late when relieved or running vehicles into garages when such delay is 10 minutes or more over the scheduled conclusion of their shift. Such delays would include accumulated time on swing runs.

Forced

All uniformed employees on scheduled or special shifts will be paid double time (two times the basic rate) for any extra time caused by being late when relieved or running vehicles into garages when such delay is ten minutes or over. Operators will be expected to complete all calls assigned recognizing that in some cases they will finish beyond their scheduled finish time, however, every effort will be made to minimize forced overtime.

Section 7. Sunday Premium

Uniformed employees shall be paid one and one-quarter times the basic rate for Sunday work. Reporting and Signing-In Allowance shall be paid on Sundays at the basic rate. All hours of work in excess of the employees' signed regular daily shift will be considered overtime.

Section 8. Reporting Requirement

All uniformed employees required to take vehicles at the garage shall at the first time reporting for the day, report to the Office Supervisor

or designate at least ten minutes before scheduled time, and in the event of them not reporting ten minutes ahead of time, the Office Supervisor or designate shall fill the runs with other employees.

Section 9. Off Days

Bearing in mind the nature of the Wheel-Trans Operations, the TTC shall endeavour to schedule consecutive days off for the employee each week.

Operators' shift guides and off-day boards to be in the Divisions ten days before sign-ups and posted seven days before sign-ups.

Section 10. Running Time

Operators who wish to submit any observations, complaints or suggestions, regarding running time, may do so on the special form available at the Union Office.

Section 11. Training Pay — Student Operators

Student Operators hired from the street receive six hours' pay per day at the training rate for eight hours of training. Student Operators hired from within the TTC receive eight hours' pay per day at the training rate for eight hours of training. This applies to initial training and all subsequent training until fully qualified.

Student Operators are not eligible for the Sunday Premium rate.

Student Operators hired from the street receive holiday pay of six hours at the training rate, in addition to the normal six hours' pay per day at the training rate for eight hours of training which takes place on a statutory or designated holiday.

Student Operators hired from within the TTC receive holiday pay of eight hours at the training rate, in addition to the normal eight hours' pay at the training rate for eight hours of training which takes place on a statutory or designated holiday.

Section 12. Divisional Trainer's Pay

Operators receive a flat allowance of 53 cents per hour, over and above their total earnings for the day, when in charge of trainees.

Section 13. Probationary Mobile Supervisors

Operators while serving as Probationary Mobile Supervisors are to remain members in good standing of the Union. They are to receive a basic minimum of eight hours and 15 minutes' pay per day, at their basic rate, plus a minimum allowance of 32 cents per hour for the period worked.

Overtime at time and one-half is paid after eight hours actual working time; time and one-half applies to the total rate applicable (i.e. the basic rate, plus 32 cents).

Section 14. Public Relations Complaints

The procedure regarding the investigation of complaints from the public shall be as follows:

- a(i) A complaint means a complaint received by the T.T.C. from a member of the public regarding the conduct of a TTC employee. A written record of the public relations complaint will exclude all particulars regarding the identity of the complainant.
- a(ii) All verbal complaints must be set out in writing by the complainant and such letter/signed statement must be forwarded to the Marketing and Public Affairs Department within 21 normal working days, (i.e. excluding weekends and statutory holidays) of the incident in question. If such letter/signed statement is not received within the above time limits by the Marketing and Public Affairs Department, the incident/complaint will not be recorded on the employee's departmental record.

This provision will not be required in cases involving allegations of a criminal nature or violations of the Collective Agreement.

If during the interview process the employee agrees with the substance of the complaint, the complainant will not be required to submit a letter/signed statement regarding the incident and the incident will be recorded accordingly.

- b. The employee will be provided with a copy of the complaint and report(s) and the final response of the TTC to the complainant if the employee so requests these materials within 14 days of the incident interview. The response provided to the complainant by the TTC will not be the subject of a grievance or grievance arbitration. A copy of all materials provided to the employee will be placed in the employee's file but shall not be placed on the employee's departmental record except in those incidents when discipline has been applied.
- c. When employees are interviewed regarding a public relations complaint, only the complaint being investigated will be discussed at the time of the interview. If an employee is required to submit a report regarding the complaint, he/she will be reimbursed according to the Collective Agreement.
- d. No employee will be interviewed unless the complaint is identified by any of the following: name, run number, badge number, or vehicle number. This requirement does not apply to those incidents where a patron has filed a claim or charge against the TTC or any employee of the TTC. If the complaint is the result of a service delay and the employee concerned is not responsible for the delay in question, no notation concerning the incident will be placed on the employee's file.
- e. Unless the TTC has used the complaint as the basis for disciplinary action, any attendance at a customer service training course, which may be required by the TTC, shall be on company time and/or at company expense at straight time, unless the employee agrees otherwise.

- f. If disciplinary action has been imposed and/or a notation has been made on the employee's departmental record as a result of a public relations complaint(s), the TTC shall provide the employee and the union with copies of the disciplinary documentation in accordance with the Collective Agreement. Failing which, the complaint shall not be noted on the employee's departmental record.
- g. Local 113 will be provided with a report outlining the public relations complaints received.

Section 15. Exchange of Off-Days

Procedures for Off-Day Exchanges between Wheel-Trans Operators

1. Applications for exchanges must be submitted on the proper form and signed by both employees.
2. Applications must be submitted to and approved by the Superintendent — Transportation or their designate three days prior to the requested exchange.
3. All exchanges must be completed within a two-week period.
4. Employees who exchange off-days will be paid value for the work actually performed.
5. The above procedures will not interfere with the normal granting of leave.

Section 16. Vacation Selection Regulations

Wheel Trans Operators:

Each employee is given a Vacation Selection Code, i.e. A, B, or C, after one year of service. This code letter remains with the employee indefinitely and the three code groups rotate yearly for first selection of vacation dates. For 1989, the Code Rotation is: C-FIRST,

A-SECOND, B-THIRD. New employees are given a supplementary code (D) and they select their vacations after the rotating groups have signed.

The Operators Vacation Selection Schedule is left to the discretion of the Wheel-Trans Superintendent of Operations within the dates identified for the selection process.

Vacation Selection will be Governed by the Following Regulations:

1. Vacations may be taken at any time throughout the year, with maximum number of employees to be away in any given week shown on the QUOTA sheet, which must be strictly adhered to.
2. Employees will select according to seniority as shown on the selection sheet. Selections will not be delayed by reason of employees failing to attend the Sign-Up or submit a selection slip. In this event, employees will be by-passed and picked up later, selecting from available dates open at that time.

Employees off-duty, owing to illness, for a considerable period of time, will not have any selection made for them until they report fit for duty.

3. On initial selection, no employee will select more than two (2) weeks' vacation during the ten (10) week Summer period with the exception of the Single Day Vacation Option.

Employees who are eligible for 3 or more weeks' vacation must, after their initial two (2) week selection, wait until the remaining employees in the rotating groups have completed their initial two (2) week selection, before selecting their remaining week(s).

4. Employees selecting outside of the Summer period may select all of their vacation on their initial selection and will be permitted to split their vacation periods into any combination of weeks.

5. ONCE SELECTION HAS BEEN MADE, NO CHANGING OR TRADING WILL BE PERMITTED UNLESS HAVING APPLIED FOR AND RECEIVED THE WRITTEN CONSENT OF THE SUPERINTENDENT OF OPERATIONS OF WHEEL-TRANS.
6. Employees entitled to vacation will not be permitted to accept pay in lieu of vacation.

Pay cheques of employees who commence their vacation on the week of a pay day and select two (2) or more consecutive weeks will be held at the Division until their return.

7. Employees who desire to defer their vacation, from the current year to the following year, must do so during the vacation sign-up. The full amount of current vacation entitlement need not be deferred, but lesser portions must be in full week units.

Deferment will be granted once every three years.

Employees planning to retire may defer all or part of their vacation, in full weeks, to the following year, providing their vacation does not extend beyond the end of the pay periods in which compulsory retirement age is reached.

Regulations covering selection of deferred vacations are as follows:

- Vacation Selections must be within divisional quota.
 - Vacation periods may be split, in full week units, into any combination.
8. An employee in one vacation selection group desiring to sign with a spouse who is in another vacation selection group may do so providing:

- Written request, bearing the signature of both employees, is submitted to the Wheel-Trans Manager of Operations before either employee has signed during the current vacation sign-up.
- The employee in the higher selection group agrees to drop to the lower selection group, and remain there permanently. The actual vacation code change to be made following completion of the vacation sign-up.
- The employee, changing selection group, understands and agrees that this change is a “one time opportunity only”.

Rules for Single Day Vacation Selection

1. Employees must request the single day vacation option during the vacation sign-up.
2. An employee must have a minimum of three (3) weeks’ vacation entitlement, to select the single day option. An employee will not be able to select more than one (1) week (i.e.5 days) as single days’ vacation.
3. No more than 5% of the strength of the Division, to a maximum of 25 employees, will be permitted to select single days.
4. All single day applications must be made in writing at least fifteen (15) working days in advance.
5. A balanced and adequate work force must be maintained at all times.
6. There will be certain quota of employees to sign for any particular day, (i.e. first three applications on a given day) to be determined by the Wheel-Trans Manager of Operations.

7. The Wheel-Trans Manager of Operations will have the final decision if a mutual agreement cannot be achieved regarding the selection of single days.
8. Selection of single days will not normally be permitted on Monday, Friday, Saturday, Statutory Holidays or “Special days/Periods”.

Special Days/Periods are defined as follows:

Mothers’ Day Sunday

Easter Sunday

Easter Monday

December 24 through December 31

9. Single days are to be paid in accordance with Article I, Section 13, Vacation pay, of the Collective Agreement.
10. All “to be selected” vacation days must be selected before October 31 in a given year and taken before December 1.
11. Once selection of single days has been made, no changing or trading will be permitted.
12. Leave of absence will not be granted while outstanding days of vacation remain unused.

Section 17. Common Seniority Provisions Wheel-Trans- Department Operators

Common seniority shall prevail between the Wheel-Trans Division and other Transit Divisions of the Operations Branch, subject to the provision set out below.

1. Operator vacancies existing within the Transit Divisions and the Wheel-Trans Division will be filled in accordance with the Sys-

tem Seniority Regulations. Prior to attending the Wheel-Trans orientation, Operators must successfully meet the following requirements in the order in which they are listed:

1. Declared fit by the TTC's Occupational Health Section of the Human Resources Department.
2. Pass the Vulnerable Section Screening Criminal Reference Check.
3. Attend an 8-hour paid orientation on the employee's time. The employee will be paid at his or her basic rate. (Note: the orientation may be split into two, four-hour sessions and may take place on different dates).

All Transit Division Operators are eligible to apply for these vacancies. Operator vacancies existing within the Transit District Divisions will be filled in accordance with the transfer provisions of the System Seniority Regulations, provided that they are not subject to restriction set out in item 5.

2. Operators who are transferred mid-board to the Wheel-Trans Division will be treated as new Operators and placed on the Spareboard accordingly. Mid-board System Seniority bids from Wheel-Trans Operators requesting transfers to Transit District Divisions will be processed in accordance with the System Seniority Regulations.
3. Operators who are transferred and are subsequently found to be unsatisfactory may be returned to the first available vacancy for which they are trained. Operators who return to a Division mid-board will be treated as a "New Operator" for the purpose of detailing work.
4. Operators transferring to or from the Wheel-Trans Division will be allowed to carry all unused vacation entitlement.

5. Operators who transfer must remain in their new Department for a minimum period of two years before being allowed to apply/bid back to their originating Department.

6.
 - a) Wheel-Trans Divisions Operators, who were employed by All-Way Transportation Corporation (Wheel-Trans Division) as Operators as of December 31, 1988, and whose employment was assumed by the TTC as Wheel-Trans Operators on January 1, 1989, and who are Operators in the Wheel-Trans Division as of the date of commencement of a Transit Master Sign-Up (an Incumbent Wheel-Trans Operator), will not be allowed to participate in Transit Master Sign-Ups, nor may they be displaced from their positions, unless they declare their intention to move from the Wheel-Trans Division, at least ten (10) calendar days prior to commencement of the Master Sign-Up. System Seniority Regulations will apply in the event of a lay-off.

 - b) Incumbent Wheel-Trans Operators, who participate in Transit Master Sign-Ups and subsequently apply to return to the Wheel-Trans Divisions, will not be subject to, nor shall they be entitled to take advantage of, the Master Sign-Up and displacement provisions set out in sub-paragraph 6 (a).

 - c) Transit Master Sign-Ups will include all Wheel-Trans Operator positions, with the exception of those positions held by Incumbent Wheel-Trans Operators who have not declared an intention to move from the Wheel-Trans Division as provided for in sub-paragraph 6 (a).

ARTICLE VI-III
PROVISIONS APPLICABLE TO OPERATIONS CLERKS
IN THE WHEEL-TRANS DEPARTMENT

Section 1. Definition

The conditions listed under this Operations Article apply to all hourly-rated employees classified as Clerks in the Operations office of the Wheel-Trans Department.

Section 2. Day's Work and Week's Work

The day's work shall be arranged to suit the requirements of the business, and normally off days where possible shall be consecutive.

Wheel-Trans clerks shall be guaranteed a minimum of 40 hours per week.

Section 3. Overtime

Overtime shall be paid at one and one-half times the basic rate for all work in excess of the regular daily shift or in excess of 40 hours per week.

Section 4. Statutory and Designated Holidays

A list naming employees required to work on a statutory or designated holiday shall be posted 14 days prior to the date of the work to be performed.

**Rules and Regulations for Banking of Statutory and Birthday/
Floater Holidays for Divisional Clerks**

1.00 Wheel-Trans Clerks will have the option of "banking" normal Statutory Holiday pay hours for any of the following Statutory Holidays for a maximum of five (5) banked days:

New Year's Day	Birthday	Floater Day
Family Day	Canada Day	Thanksgiving Day
Good Friday	Simcoe Day	Christmas Day
Victoria Day	Labour Day	Boxing Day

- 1.01 Initially a maximum of three (3) clerks will be allowed to elect this option.
- 1.02 These “banked” holidays will permit the selection of one (1) week to be off work at any time of the calendar year when the established vacation quota has not been filled.
- 1.03 Election of this option must be made at the time of the regular Vacation Sign-up.
- 1.04 Selection of the Statutory Holidays to be “banked” and of the week to be off work will be made in order of seniority immediately after completion of the Vacation Sign-up.
- 1.05 Once selected, changing of the Statutory Holidays to be “banked” will not be permitted.
- 1.06 Election of this option will be made in order of seniority and on an annual basis. Employees who select this option, will not be allowed to reselect until everyone in the work location has had an opportunity to do so. The selection of this option will commence with the most senior Clerk who has not selected this option in the previous year. Bypassing one year will not result in the Clerk having to wait for the entire rotation to become eligible for the selection.
- 1.07 Pay for the week off work will be for five (5) days times eight (8) hours times the Clerk’s rate at the time the week is taken.
- 1.08 Clerks working on any of the Statutory Holidays they have “banked” will be paid only the time and one half (the eight (8) hours holiday pay will be “banked”).
- 1.09 Work on a Statutory Holiday is not guaranteed and this option is not to interfere with the normal Not Required procedure.

- 1.10 Clerks who do not work on a Statutory Holiday they have “banked” because they were released, not required, off-day, vacation etc., will not receive any pay for that day.
- 1.11 If Clerks who elect this option, leave the employ of the TTC or transfer from the eligible group BEFORE the selected week off work has been taken, they will receive ONLY the holiday pay accumulated.
- 1.12 If Clerks who elect this option, leave the employ of the TTC or transfer from the eligible group AFTER the selected week off work has been taken and BEFORE the “banked” days are earned, or are disqualified from holiday pay on any of the selected Statutory Holidays, they will have an appropriate reduction made in pay.
- 1.13 As outlined in the Clerical Regulations, Clerks transferring between Divisions will retain their signed vacation selection dates.
- 1.14 Clerks electing this option will not be permitted to work during the chosen week off work.

Section 5. Sunday Premium

The TTC shall pay one and one-quarter times the basic rate for Sunday work to regularly assigned clerks. Work beyond the normal daily scheduled shift will be paid at the rate of one and one-half times the basic rate.

Section 6. Work on Off Days

Clerks who are requested by the TTC to work on their regular off day or days, including Sundays, in excess of five (5) days worked in a week, shall be paid at one and one-half times the basic rate. Time off shall not be given in lieu of off day worked.

Section 7. Seniority

Seniority shall be in effect as agreed upon in detail from time to time.

1. Vacancies that occur will be filled from within the Wheel-Trans Operations, Bus Transportation Department, Subway Transportation Department or Streetcars Department.
2. Wheel-Trans clerks who are hired from the street must remain in their positions within the Wheel-Trans Department for a period of one (1) year.
3. Wheel-Trans or Transportation employees who transfer to the position of a Wheel-Trans Clerk or Wheel-Trans Clerks who upgrade wage groups within the Wheel-Trans Clerks operation may not bid from their new clerks positions for a period of nine (9) months (i.e. “frozen” for a period of nine (9) months).
4.
 - a) Temporary vacancies that occur subsequent to the spare clerk being assigned work will be filled by canvassing the clerks in order of seniority.
 - b) If, after this, the position remains vacant the vacancy will be filled by the most junior qualified clerk.
5. The Wheel-Trans Operations Office will keep a running day-to-day total of the overtime hours and Management will attempt to evenly distribute the hours among the clerks.
6.
 - a) In the event an open shift is not covered completely, clerks desiring to split the complete shift will take priority over a clerk desiring only a portion and causing the balance to be cancelled.
 - b) In the event there are no volunteers, the Office Supervisor will determine how the work is to be completed.

Section 8. Shift Selection

The selection of shift shall be made on a quarterly basis, or in the event of a significant schedule adjustment.

1. Quarterly sign-ups boards will be posted on the Wednesday, three weeks in advance of the board period and the sign-up will commence on the Wednesday, two weeks in advance of the period. Statutory Holiday boards will be posted with the Board Period involved where possible and the sign-up will commence on the Wednesday following the completion of the board period sign-up. If clerks are absent on the day of the sign-up and has failed to submit a selection slip, they will be placed on a similar shift to that which they are presently assigned.
2. In some cases workforce needs may be reduced on a Holiday, as a result clerks who normally would be working, may be 'released'.
3. After establishing the number of clerks required to work on a Statutory Holiday, all "Applications for Leave" received BEFORE the posted deadline will be considered.

All 'Applications for Leave' will be considered and processed in the following manner:

Should TOO MANY applications be received, then leave will be granted in seniority and according to these priorities:

1. Worked or N.R.'d (not required) on previous Holiday
2. Off Day on previous Holiday
3. Vacation on previous Holiday
4. Sick on previous Holiday
5. Released, Birthday/Floater on previous Holiday

If insufficient applications are received then ALL submitted before the posted deadline will be granted, after which, additional employees will be ‘forced off’ (N.R.’d – not required) as follows. Commencing with GOOD FRIDAY Holiday (known as the first holiday of the year for this purpose), the N.R.’ing procedure, if and when required, will start with the BOTTOM employee on the Seniority list, and work upward from that point as far as needed. On subsequent holidays, new employees who have entered the service since the previous holiday will be the first N.R.’d, then continue upward from the last employee who was not N.R.’d on the previous holidays.

4. It should be noted when ‘releasing’ clerks for the Christmas Holidays, that the ‘work status’ is taken from the previous Christmas, and for New Year’s Day, it is taken from the current Christmas. For Boxing Day it is taken from the Thanksgiving Holiday.
5. All jobs will be filled on the Quarterly Board.

Section 9. Progression

Wheel-Trans clerical employees will progress in their respective classifications as per Schedule A-5A and A-5B.

Section 10. Dress Code

The following dress code regulations will apply to all clerks:

Clerks must be dressed in appropriate office attire.

Males:

- dress pants and dress shirts are to be worn at all times.

Females:

- pant suits, dresses, dress slacks or skirt with tailored blouse or conservative sweaters are acceptable dress.
- high-heeled shoes are not permitted.

Section 11. Substitution Allowance

When Clerks substitute for an Office Supervisor and carry the full responsibility for a full 8-hour shift or more in any two (2) week pay period, they shall receive an allowance of 32 cents for each hour of substitution retroactive to the first day of substitution. When a Clerk substitutes for any Office Supervisor's vacation period or during an extended absence of the Supervisor of over one (1) week, then the substituting Clerk shall take the off days of the Supervisor and shall receive an allowance of 32 cents for each hour of substitution. Either of these two (2) allowances shall be paid in addition to any premium pay for the substituting Clerk would normally receive on the days worked as a substituting Supervisor. When hourly-rated clerks substitute for other hourly-rated clerks in Wage Group 9 or higher for a full 8-hour shift or more in a two (2) week pay period, they shall receive the rate of the employee for whom they are substituting retroactive to the first day of substitution.

Section 12. Vacation Selection Regulations

1. Vacations may be taken at any time throughout the year, with maximum number of employees to be away in any given week shown on the QUOTA sheet, which must be strictly adhered to.
2. Employees will select according to seniority as shown on the selection sheet. Selections will not be delayed by reason of employees failing to attend the Sign-Up or submit a selection slip. In this event, employees will be by-passed and picked up later, selecting from available dates open at that time.
3. Employees off-duty, owing to illness, for a considerable period of time, will not have any selection made for them until they report fit for duty however, such employees must select their vacations within Divisional quotas.

Employees who are eligible for 3, 4, 5, or 6 weeks vacation, must, after their initial two week Summer selection, wait until

the remaining employees have completed their initial two week Summer selection, before selecting their remaining week(s).

4. Employees selecting outside of the Summer period may select all of their vacation on their initial selection and will be permitted to split their vacation periods into any combination of weeks.
5. ONCE SELECTION HAS BEEN MADE, NO CHANGING OR TRADING WILL BE PERMITTED UNLESS HAVING APPLIED FOR AND RECEIVED THE WRITTEN CONSENT OF THE MANAGER OF OPERATIONS OF WHEEL-TRANS.
6. Employees entitled to vacation will not be permitted to accept pay in lieu of vacation.
7. Employees who desire to defer their vacations, from the current year to the following year, must do so during the vacation sign-up. The full amount of current vacation entitlement need not be deferred, but lesser portions must be in full week units.

Deferment will be granted once every three years.

Employees planning to retire may defer all or part of their vacation, in full weeks, to the following year, providing their vacation does not extend beyond the end of the pay period in which compulsory retirement age is reached.

Regulations covering selection of deferred vacations are as follows:

- Vacation selected must be within Divisional quota.
- Vacation periods may be split, in full week units, into any combination.

RULES FOR SINGLE DAY VACATION SELECTION

1. Employees must request the single day vacation option during the vacation sign-up.
2. An employee must have a minimum of three weeks vacation entitlement, to select the single day option.
3. No more than 10% of the strength of the Division will be permitted to select single days.
4. All single day applications must be made in writing at least ten (10) working days in advance.
5. A balanced and adequate work force must be maintained at all times.
6. The Wheel-Trans Manager of Operations will have the final decision if a mutual agreement cannot be achieved regarding the selection of single days.
7. Selection of single days will not normally be permitted on Monday, Friday, Saturday, Statutory Holidays, or during the March Break.
8. All “to be selected” vacation days must be selected before October 31 in a given year and taken before December 1.
9. Once selection of single days has been made, no changing or trading will be permitted.
10. Leave of absence will not be granted while outstanding days of vacation remain unused.

ARTICLE VI-IV
**PROVISIONS APPLICABLE TO OFFICE,
CLERICAL AND TECHNICAL EMPLOYEES
IN THE WHEEL-TRANS OPERATION**

Section 1. Definition

The conditions listed under this Article apply to all hourly-rated Office, Clerical and Technical employees in Wheel-Trans Operations.

Section 2. Day's Work and Week's Work

The day's work shall be arranged to suit the requirements of the business, and normally shall be an eight-hour day, five days per week and off days shall be consecutive.

Section 3. Daily Guarantee

The TTC guarantees an eight-hour daily guarantee to Wheel-Trans Operations Office, Clerical and Technical work group employees who perform their regularly assigned work.

The value of an additional work assignment and any work performed beyond the regularly assigned work for the day shall be excluded from the earnings on which the eight-hour daily guarantee is calculated.

Work assignments shall be as set out in detail in regulations where mutually agreed upon.

Section 4. Overtime

Overtime shall be paid at one and one-half times the basic rate for all hours worked over eight actual working hours.

Office, Clerical and Technical employees on a Compressed Work Week will be paid overtime at the rate of time and one-half of the basic rate for all hours worked in excess of ten hours per day or 40 hours per week.

Section 5. Sunday Premium

The TTC shall pay one and one-quarter times the basic rate for Sunday work regularly assigned to Office, Clerical and Technical employees. Work beyond the regularly scheduled work day will be paid at the rate of one and one-half times the basic rate.

Section 6. Work on Off Days

Office, Clerical and Technical employees who are requested by the TTC to work on their regular off day(s), including Sundays, in excess of five days worked in a week, shall be paid at one and one half times the basic rate. Time off shall not be given in lieu of off day worked.

Section 7. Pay for Volunteer Work

Payment for all volunteer work shall be at one and one half times the basic rate for all volunteer hours worked. If pre-detailed to work an extra assignment, they shall be guaranteed not less than four (4) hours pay.

Section 8. Paid Lunch

All employees will receive a paid lunch of up to 30 minutes. They will be required to perform their normal duties at any time during their shift.

Section 9. Substitution Allowance

When a bargaining unit employee substitutes for another hourly-rated employee in a higher wage group for any part of a full 8-hour shift or more, the substituting employee shall receive the rate of the employee for whom they are substituting retroactive to the first day of substitution.

When an employee substitutes for a supervisory staff employee for any part of an 8-hour shift or more, the employee shall receive an allowance of 32 cents for each hour above the wage rate of 11W.

Section 10. Seniority

Seniority shall be in effect as set out in the Wheel-Trans Operations Office, Clerical and Technical Regulations.

Section 11. Statutory and Designated Holidays

Wheel-Trans Operations Office, Clerical and Technical work group employees, shall be subject to the same practices and procedures regarding release on Statutory Holidays as is currently in effect for Operators, Collectors and Divisional Clerks.

Rules and Regulations for Banking of Statutory and Birthday/ Floater Holidays

The TTC agrees to adopt the same language as set out in Article III, Section 4 of the Master Collective Agreement.

Section 12. Public Relations Complaints

The procedure regarding the investigation of complaints from the public shall be as follows:

1. a) The parties recognize that many Wheel-Trans customers would have significant difficulty providing a written document regarding a public relations complaint. As such, this process will stipulate that a written record of the incident (based upon the taped conversation) will be returned to the customer for confirmation.

This provision will not be required in cases involving allegations of a criminal nature of violations of Article 1, Section 8, of the Collective Agreement. If during the interview process the employee agrees with the substance of the complaint, the incident will be recorded accordingly.

- b) A complaint means a complaint received by the TTC from a member of the public regarding the conduct of a TTC employee. A written record of the public relations complaint

will exclude all particulars regarding the identity of the complainant.

2. The employee will be provided with a copy of the complaint and report(s) and the final response of the TTC to the complainant if the employee so requests these materials within 14 days of the incident interview. The response provided to the complainant by the TTC will not be the subject of a grievance or grievance arbitration. A copy of all materials provided to the employee will be placed in the employee's file but shall not be placed on the employee's departmental record except in those incidents when discipline has been applied.
3. When employees are interviewed regarding a public relations complaint, only the complaint being investigated will be discussed at the time of the interview. If an employee is required to submit a report regarding the complaint, he/she will be reimbursed according to Article 1, Section 25, of the Collective Agreement.

The foregoing does not affect the rights of any employee under Article 1, Section 26 of the Collective Agreement (Furnishing Information), it being acknowledged that Section 26 does not apply to public complaints.

4. Unless the TTC has used the complaint as the basis for disciplinary action, any attendance at a Customer Service Course, which may be required by the TTC, shall be on company time and/or at company expense at straight time, unless the employee agrees otherwise.
5. If disciplinary action has been imposed and/or notation has been made on the employee's departmental record as a result of a public relations complaint(s), the TTC shall provide the employee and the Union with copies of the disciplinary documentation in accordance with the Collective Agreement. Failing which, the complaint shall not be noted on the employee's departmental record.

6. Local 113 will be provided with a report outlining the public relations complaints received.
7. If the tape is inaudible or inconclusive, the tape will not be used for the purpose of processing a public relations complaint. If Wheel-Trans Operations intends to rely on the tape for discipline, it will make the Union aware of the public relations complaint. If so requested by the Union, the Union will be permitted to review the tape prior to the interview with the employee.
8. All employee-initiated complaints regarding customers, will be fully investigated and the final disposition of Wheel-Trans Operations will be sent to the employee and Union.

ARTICLE VII-I
PROVISIONS APPLICABLE TO NON-CLERICAL
EMPLOYEES IN REVENUE OPERATIONS DEPARTMENT

Section 1. Definition

The conditions listed under this Article apply to all hourly-rated Non-Clerical employees in Revenue Operations of the Finance Department.

Section 2. Day's Work and Week's Work

The work shall be arranged according to requirements, but normally there shall be an eight-hour day and five-day week and normally off days shall be consecutive. Each shift shall consist of a paid lunch as set out in Section 8.

Section 3. Daily Guarantee

The TTC guarantees an eight-hour daily guarantee to Non-Clerical Revenue Operations work group employees who perform their regularly assigned work.

The value of an additional work assignment and any work performed beyond the regularly assigned work for the day shall be excluded from the earnings on which the eight-hour daily guarantee is calculated.

Work assignments shall be as set out in detail in regulations where mutually agreed upon.

Section 4. Overtime

Overtime shall be paid at one and one-half times the basic rate for all work in one day over eight actual working hours.

Section 5. Sunday Premium

The TTC shall pay one and one-quarter times the basic rate for all regular Sunday work up to eight hours. Work beyond eight hours is to be paid at the rate of one and one-half times the basic rate.

Section 6. Off Days

Off days shall be arranged as agreed upon by the parties hereto. Employees who are requested by the TTC to work on their regular off day(s), including Sundays, in excess of five days worked in a week, shall be paid at one and one-half times the basic rate. Time off shall not be given in lieu of off day worked.

Agent Order Driver/Packers and Token Vending Machine Attendants

Schedules and off-day boards are to be posted at least one month prior to them taking effect.

The driving and packing duties for Agent Order Driver/Packers will be rotated.

The work zones for Agent Order Driver/Packers shall be assigned and rotated on a weekly basis.

Rotating off-Day Schedule — Crew Chiefs and Revenue Collectors

Crew Chiefs and Revenue Collectors shall have their name placed on a Rotating Off-Day Schedule and shall rotate their off-days every four (4) weeks. The Schedule shall be posted at all times at the work location and shall be updated accordingly to reflect any new employees entering these classifications who shall be placed on the schedule in the position vacated by the previous incumbent. The Rotating Off-Day Schedule for the next year shall be posted one (1) week prior to the commencement of the yearly vacation sign-up.

Day's Work and Week's Work

The work shall be arranged according to requirements but normally there shall be a ten-hour day and a four-day week and normally the three (3) off-days shall be consecutive. Each shift shall consist of a paid lunch as set out in Section 8.

The parties agree to reserve the right to cancel the four (4) day work week at any time by giving notice in writing six months in advance.

Exchange of Off-Days — Crew Chiefs and Revenue Collectors

Exchange of off-days shall be permitted for employees in the classifications of Crew Chief and Revenue Collector subject to the procedures set out below.

1. Applications for exchanges must be submitted on the proper form and signed by both employees.
2. Applications must be submitted to and approved by the appropriate Supervisor three (3) days prior to the requested exchange.
3. Employees who exchange off-days will be paid the value for the work actually performed.
4. Applications for exchanges will only be granted for scheduled off-days. No exchanges on previously approved exchanges will be permitted.
5. All exchanges must be in compliance with current employment standards legislation.
6. Crew Chefs must limit their exchanges to qualified Crew Chiefs or Acting Crew Chiefs.
7. Management reserves the right to decline any application for exchange that affects workforce levels dropping below an acceptable level to meet service while maintaining safety and security.

Section 7. Pay for Volunteer Work

Payment for all volunteer work shall be at one and one-half times the basic rate for all hours worked. If pre-detailed to work an extra assignment, they shall be guaranteed not less than four (4) hours.

Acting Crew Chief Assignment Regulations for Night Revenue Collection);

1. Revenue Collection Section will keep a running day-to-day total of Acting Crew Chiefs hours. This list will be in order of least amount of acting hours. When two employees have the same hours, the most senior of the two Acting Crew Chiefs will be assigned to act.
2. Should a Crew Chief be filling in on overtime, they will be forced to fill the required Crew Chief positions before an Acting Crew Chief. Should there be more than one, they will be forced in least seniority order.
3. Should there be no Crew Chiefs available, the assignment of the Acting Crew Chief will be assigned for the day in least amount of acting hours, most senior Acting Crew Chief Scheduled to work for the day.

Section 8. Paid Lunch

Crew Chiefs, Revenue Collectors, Agent Order Driver/Packers and Token Vending Machine Attendants will receive a paid lunch of up to 30 minutes. They will be required to respond to calls at any time during their entire shift.

Section 9. Substitution Allowance

When an hourly-rated employee substitutes for another hourly-rated employee in a higher wage group for any part of an 8-hour shift or more, the substituting Non-Clerical employee shall receive the rate of the employee for whom they are substituting retroactive to the first day of substitution.

When an employee substitutes for a supervisory staff employee for any part of an 8-hour shift or more, they shall receive an allowance of 32 cents for each hour above the wage rate of 9R.

Section 10. Seniority

Seniority shall be in effect as agreed upon in detail from time to time as set out in the Revenue Operations Regulations.

Section 11. Statutory and Designated Holidays

Revenue Operations work group employees, who are not normally required to work Statutory Holidays, shall be released on a rotation basis.

Rules and Regulations for Banking of Statutory and Birthday/Floater Holidays

The TTC agrees to adopt the same language as set out in Article III, Section 4 of the Collective Agreement.

Section 12. Shortage Allowance

The parties agree to the following provisions regarding the payment of shortage allowance:

The parties agree to the following provisions regarding the payment of shortage allowance:

- (a) Employees in the classification of Agent Order Driver/Packer will receive a shortage allowance of \$240.00 (previously \$168.00) in January of 2001 and 2002 to defray shortages incurred.
- (b) This allowance is reduced on a pro-rata basis to the closes month for employees who enter this classification after Jan 1st or who leave the service of the TTC or transfer to a new classification before December 31st.

- (c) Overages that cannot be traced are to remain the property of the Commission.
- (d) As a result of changes to be implemented regarding the elimination of cash transactions by Agent Order Driver/Packers, this allowance will not be paid after the payment made in January 2002.
- (e) In the event that cash transactions are not eliminated as set out above, it is agreed that the shortage allowance will be continued until such time as cash transactions are eliminated.
- (f) Employees identified as outlined in Appendix E-42 will be grandfathered and continue to receive the shortage allowance until such a such a time as the employee leaves his or her current job classification.

Section 13. Balancing Time

Agent Order Driver/Packers are required to balance and shall have balancing time included within their regular eight hour shift.

Section 14. Vacancies in Revenue Processing

Spare Processing Operator full-time regular employees will first be canvassed by management in order of seniority prior to the posting of any vacant regular Processing Operator Clerical positions.

In the event that none of the spare Processing Operator full-time regular employees canvassed are interested in the vacant position, then the Processing Operator position will be posted through established job posting procedures.

In the event one of the spare Processing Operators full-time regular employees canvassed accepts the Processing Operators position, then the end resulting spare position will be posted through established job posting procedures.

Section 15. Filling of Crew Chief Positions

When Crew Chief Positions are vacant and the Employer determines the positions will be filled, the Employer will canvass all Revenue Collectors (days & nights) to determine interest in the position. The most senior interested employee will be awarded the position.

Section 16. Movement of Processing Employees

Employees that are taken off rotation will become part of the spare group and will be assigned work in seniority order. Employees that request to be taken off job function on the rotation board for any agreed upon purpose, will be placed in seniority order at the bottom of the spare pool. (Will select after all regular spares have selected).

Revenue Processing will fill the available open work in the following order:

1. Grandfathered Spare #1
2. Divisional Requirements
3. Regular Spare Board
4. Extra Spare Board (Overstrength Board)
5. Student Spare Board

Section 17. Footwear

The safety footwear voucher provided for in accordance with Article 1, Section 29 shall be split and issued to eligible employees in two equal portions. The Vouchers will be disseminated in January and July of each year.

Section 18. Student Employment

Student employment is for the period between May 1st and Thanksgiving. Any extension beyond Thanksgiving will be discussed with the Executive Board Member – Transportation in advance.

Overtime will be offered to full-time employees first except when students are already out with a crew.

Section 19. Overtime Regulations

Overtime regulations are based on a rotating schedule. The initial list will serve as a blueprint for how overtime will be assigned in rotation order. Any employee leaving and/or joining Revenue Operations (Patten Building) will be slotted in the rotation list in order of seniority.

1. Available overtime will be posted the day before and closed by 1:30 p.m. and the final list will be posted by 3:00 p.m. Employees must sign in compliance with the Employment Standards Act. Posted overtime may be cancelled at management's discretion anytime up to 3:00p.m.
2. Employees who are eligible and who have signed to work overtime will normally work in their regular position, unless directed otherwise by management. In the event that an employee cannot perform the assigned overtime and if the TTC deems the work necessary, the next qualified employee in the rotation who had signed for overtime will be offered the work. If all of the employees in the rotation who had signed for overtime decline, the most junior qualified employee within the rotation who had signed for overtime will be forced.
3. In the event that all required overtime positions are not filled and not cancelled by management, the overtime work will be offered to qualified Revenue Operations employees outside of their respective sections, in order of TTC seniority, starting with the same classification that the overtime is being offered (Clerical or Non-Clerical).

4. Once the overtime sign-up schedule is complete and an employee changes his or her mind and decides not to work the assigned overtime, they will be advised that, should he or she sign for overtime within the next 12 months and decide not to work the assigned overtime, he or she will be removed from the overtime rotation for one full rotation. If this occurs a second time within the 12 month period, he or she will be removed from the overtime rotation for two full rotations. Continued failure to work assigned overtime shifts will result in his or her removal from the overtime rotation for a period of 6 months.

Revenue Processing

1. For pre-scheduled overtime within Revenue Processing, a minimum of 4 hours overtime will be scheduled. In the event of a mechanical breakdown or other unforeseen problem during the scheduled overtime shift, management will assign other work. In the event an employee chooses not to accept the other work, they can decline and leave but will only be paid for the actual time worked.
2. One 25-minute break to commence at 5:30 p.m. to 5:55 p.m., which includes wash-up time, will be scheduled for pre-scheduled overtime within Revenue Processing.

Section 20. Filling Vacancies

The spare Clerical Processing full time regular employees will first be canvassed by management in order of seniority prior to the posting of any vacant regular Processing Operator Clerical positions.

In the event that none of the spare Clerical Processing full time regular employees canvassed are interested in the vacant position then the Processing Operator position will be posted through established job posting procedures.

In the event one of the spare Clerical Processing full time regular employees canvassed accepts the Processing Operators position then

the end resulting spare position will be posted through established job posting procedures.

Section 21. Shift Exchanges in Revenue Operations – Revenue Collectors Only

The following conditions shall govern shift exchanges (Days to Nights or Vice-versa) between employees in Revenue Operations

- 1. Requests for exchanges will be made in advance to Management.*
- 2. Exchanges will only be permitted Crew Chief to Crew Chief or Revenue Collector to Revenue Collector.*
- 3. Exchange during June, July, August or the December Christmas Board period will only be granted in extenuating circumstances.*
- 4. Exchanges will not be permitted if either party has booked vacation during the exchange period.*
- 5. A maximum of two employees in either category will be granted exchanges.*
- 6. Exchanges must be for the entire 28 day rotation schedule and commence at the beginning of the 28 day rotation schedule.*
- 7. Exchanging employees must accept each other's assigned off days.*
- 8. Exchanges to be granted on a first come first served basis.*
- 9. Fully qualified spares can exchange with either category.*
- 10. Revenue Collectors or Crew Chiefs exchanging with a spare must be fully trained on all three spare positions.*
- 11. All changes must be compliant with the Employment Standards Act.*

12. *If either party fails to honour or fulfill any part of the exchange, both individuals revert to their original shifts/schedules. Management reserves the right to refuse future exchanges from either party.*

Section 22. Criminal Background Checks

The person identified as the successful bidder for any vacancy in the Revenue Operations Department will be subject to a Criminal Background Check. Such Criminal Background Checks will be processed by an independent third party contractor approved by the TTC.

If the successful bidder passes the Criminal Background Check (i.e. obtain a clearance certificate) he/she will be awarded the position. Anyone who fails to pass a Criminal Background Check will have the opportunity to do one of the following:

- a) meet with the Department Manager and the Board Member to discuss any issues/concerns; or
- b) withdraw from proceeding with the application.

The parties agree that the results of the Criminal Background Check may not be used in whole or part as the basis for discipline.

With respect to document retention, the Commission shall not include any documentation, as it relates to the Criminal Background Check in an employee's personnel file. A copy of any report or record shall be secured under lock and key in the Human Resources Department and may only be accessed when required by law, or as required with the consent of the employee. The record shall be destroyed after a five year period.

Reasonable Cause

With the mutual consent of the parties, an employee may be subject to a recheck if there is reasonable cause.

Section 23. Temporary Vacancies

Temporary employees are not to exceed for a period greater than six months (except for maternity/parental leave or long-term absence). Effective December 1st or upon moving into the new building. Temporary vacancies will be filled with Transitional Work Employees (“TWP”) first, if not possible, then Operators. If no Operators bid for the position, then the jobs will be posted externally.

ARTICLE VII-II

PROVISIONS APPLICABLE TO CLERICAL GROUP EMPLOYEES IN REVENUE OPERATIONS DEPARTMENT

Section 1. Definition

The conditions listed under this Article apply to all hourly-rated Clerical employees in Revenue Operations of the Finance Department.

Section 2. Day's Work and Week's Work

The day's work shall be arranged to suit the requirements of the business, and normally shall be an eight-hour day, five days per week and normally off days shall be consecutive.

There shall be a one week job rotation for all the positions within Processing Section.

Section 3. Daily Guarantee

The TTC guarantees an eight-hour daily guarantee to Clerical Revenue Operations work group employees who perform their regularly assigned work.

The value of an additional work assignment and any work performed beyond the regularly assigned work for the day shall be excluded from the earnings on which the eight-hour daily guarantee is calculated.

Work assignments shall be as set out in detail in regulations where mutually agreed upon.

Section 4. Overtime

Overtime shall be paid at one and one-half times the basic rate for all work in one day over eight actual working hours.

Section 5. Sunday Premium

The TTC shall pay one and one-quarter times the basic rate for Sunday work regularly assigned to Clerical employees. Work beyond eight hours will be paid at the rate of one and one-half times the basic rate.

Section 6. Work on Off Days

Clerical Group employees who are requested by the TTC to work on their regular off day(s), including Sundays, in excess of five days worked in a week, shall be paid at one and one-half times the basic rate. Time off shall not be given in lieu of off day worked.

Section 7. Pay for Volunteer Work

Payment for all volunteer work shall be at one and one-half times the basic rate for all hours worked. If pre-detailed to work an extra assignment, they shall be guaranteed not less than four (4) hours.

Section 8. Paid Lunch

All Clerical employees (excluding Fares Processing Clerks) will receive a paid lunch of up to 30 minutes. They will be required to respond to calls at any time during their work day.

Section 9. Substitution Allowance

When an hourly-rated employee substitutes for another hourly-rated employee in a higher wage group for any part of a full 8-hour shift or more, the substituting Clerk shall receive the rate of the employee for whom they are substituting retroactive to the first day of substitution.

When an employee substitutes for a supervisory staff employee for any part of an 8-hour shift or more, they shall receive an allowance of 32 cents for each hour above the wage rate of 10R.

Section 10. Seniority

Seniority shall be in effect as agreed upon in detail from time to time as set out in the Revenue Operations Regulations.

Section 10b. Grandfathered Positions

All grandfathered employees are protected from any Transportation master Sign-Up and Mini Bump(s). They cannot be displaced from their positions, unless they declare their intentions to move from their positions.

Overtime, vacation selection and work selection will be based on TTC seniority.

Revenue Operations employees will be grandfathered within the group identified in the System Seniority Regulations as per Article 1, Section 42.

Section 11. Statutory and Designated Holidays

Revenue Operations Clerical work group employees will be released on Statutory Holidays.

Section 12. Overtime Regulations

Overtime regulations are based on a rotating schedule. The initial list will serve as a blueprint for how overtime will be assigned in rotation order. Any employee leaving and/or joining Revenue Operations (Patton Building) will be slotted in the rotation list in order of seniority.

1. Available overtime will be posted the day before and closed by 1:30 p.m. and the final list will be posted by 3:00 p.m. Employees must sign in compliance with the Employment Standards Act. Posted overtime may be cancelled at management's discretion anytime up to 3:00p.m.
2. Employees who are eligible and who have signed to work overtime will normally work in their regular position, unless directed

otherwise by management. In the event that an employee cannot perform the assigned overtime and if the TTC deems the work necessary, the next qualified employee in the rotation who had signed for overtime will be offered the work. If all of the employees in the rotation who had signed for overtime decline, the most junior qualified employee within the rotation who had signed for overtime will be forced.

3. In the event that all required overtime positions are not filled and not cancelled by management, the overtime work will be offered to qualified Revenue Operations employees outside of their respective sections, in order of TTC seniority, starting with the same classification that the overtime is being offered (Clerical or Non-Clerical).
4. Once the overtime sign-up schedule is complete and an employee changes his or her mind and decides not to work the assigned overtime, they will be advised that, should he or she sign for overtime within the next 12 months and decide not to work the assigned overtime, he or she will be removed from the overtime rotation for one full rotation. If this occurs a second time within the 12 month period, he or she will be removed from the overtime rotation for two full rotations. Continued failure to work assigned overtime shifts will result in his or her removal from the overtime rotation for a period of 6 months.

Revenue Processing

1. For pre-scheduled overtime within Revenue Processing, a minimum of 4 hours overtime will be scheduled. In the event of a mechanical breakdown or other unforeseen problem during the scheduled overtime shift, management will assign other work. In the event an employee chooses not to accept the other work, they can decline and leave but will only be paid for the actual time worked.

2. One 25-minute break to commence at 5:30 p.m. to 5:55 p.m., which includes wash-up time, will be scheduled for pre-scheduled overtime within Revenue Processing.

Section 13. Footwear

The safety footwear voucher provided for in accordance with Article 1, Section 29 shall be split and issued to eligible employees in two equal portions. The Vouchers will be disseminated in January and July of each year.

Section 14. Student Employment

Student employment is for the period between May 1st and Thanksgiving. Any extension beyond Thanksgiving will be discussed with the Executive Board Member – Transportation in advance.

Overtime will be offered to full-time employees first except when students are already out with a crew.

Section 15. Job Vacancies – Criminal Background Checks

The person identified as the successful bidder for any vacancy in the Revenue Operations Department will be subject to a Criminal Background Check. Such Criminal Background Checks will be processed by an independent third party contractor approved by the TTC.

If the successful bidder passes the Criminal Background Check (i.e. obtain a clearance certificate) he/she will be awarded the position. Anyone who fails to pass a Criminal Background Check will have the opportunity to do one of the following:

- a) meet with the Department Manager and the Board Member to discuss any issues/concerns; or
- b) withdraw from proceeding with the application.

The parties agree that the results of the Criminal Background Check may not be used in whole or part as the basis for discipline.

With respect to document retention, the Commission shall not include any documentation, as it relates to the Criminal Background Check in an employee's personnel file. A copy of any report or record shall be secured under lock and key in the Human Resources Department and may only be accessed when required by law, or as required with the consent of the employee. The record shall be destroyed after a five year period.

Reasonable Cause

With the mutual consent of the parties, an employee may be subject to a recheck if there is reasonable cause.

ARTICLE VIII – TRAFFIC CHECKERS
PROVISIONS APPLICABLE TO TRAFFIC CHECKERS –
SERVICE PLANNING DEPARTMENT

Section 1. Definition

The conditions listed under this Article apply to all Traffic Checkers of the Service Planning Department (“Traffic Checkers”).

Section 2. Day’s Work and Week’s Work

The day’s work shall be arranged to suit the requirements of the business, but normally there shall be an eight hour day and a five-day week.

So far as practicable, 66 2/3 percent of the crews shall be continuous in a given week.

Section 3. Daily Guarantee

The TTC will guarantee eight and one-half hours pay including all allowances except spread allowance and data transfer allowance.

The value of any additional work assignments and any work performed beyond the regularly assigned work for the day shall be excluded from the calculation of the eight and one-half hour daily guarantee.

Section 4. Seniority

Seniority regulations shall be in effect as agreed upon in detail from time to time.

Section 5. Statutory Holidays

Traffic Checkers will not normally be scheduled to work on statutory holidays.

Section 6. Vacations

See Vacation Selection Regulations governing Traffic Checkers.

Section 7. Overtime

Overtime shall be paid at one and one-half times the basic hourly rate for all platform hours worked in excess of eight hours.

Section 8. Sunday Premium

Traffic Checkers shall be paid one and one-quarter times the basic rate for Sunday work up to eight hours. Time worked in excess of eight hours platform time shall be paid at the rate of one and one-half times the basic rate.

All Sunday allowances shall be paid at the basic rate except for travel and crew build-up allowances which will be paid at one and one-quarter times the basic rate.

Section 9. Work on Off Days

Employees who are requested to work on their regular off days shall be paid at one and one-half times the basic rate for all platform time worked.

Section 10. Spread Allowances and Limits

The following spread allowances apply to Traffic Checkers:

- Time worked in excess of 10.5 hour spread, an allowance of half-time will be paid (for a total of one and one-half times).
- Time worked in excess of 12 hour spread, an allowance of full time will be paid (for a total of double time).

Spread limits are as follows:

- Normal work days 12.5 hours
- Saturdays, Sundays & Holidays 12 hours

Section 11. Data Transfer Allowance

Traffic Checkers who are required to electronically transfer data will be paid a daily allowance of fifteen minutes. This allowance will be paid at the basic rate and will be in addition to crew value.

Section 12. Report Allowance for Riding Counts

Traffic Checkers doing riding or speed and delay count work involving continuous (“straight”) shifts will be paid one report allowance per day consisting of either 20 minutes for riding/speed and delay count work starting at a Division or 10 minutes for riding/speed and delay count work not starting at a Division. This allowance will be paid at the basic rate and will be included in the crew value. Checkers who report late will lose the report allowance.

Traffic Checkers doing riding/speed and delay count work involving non-continuous (“split”) shifts will be paid one reporting allowance for each of the two shifts as follows: 10 minutes for riding/speed and delay count work not starting at a Division or 15 minutes for riding/speed and delay count work starting at a Division. For example, if both reporting locations are at Divisions, they will be paid a total of 30 minutes report allowance. If both reporting locations are not at Divisions, they will be paid a total of 20 minutes report allowance. If one reporting location is at a Division, and the other is not at a Division, they will be paid a total of 25 minutes report allowance. This allowance will be paid at the basic rate and will be included in the crew value. Checkers who report late will lose the report allowance applicable to the shift(s) missed (first piece, second piece or both).

Section 13. Pay for Volunteer Work

Payment for volunteer work shall be based on regular rates plus an additional half time for all platform hours worked. Volunteer pre-detailed extra assignments shall, including all allowances, bonuses and special premiums applicable, be guaranteed not less than four (4) hours pay at basic rate.

Section 14. Substitution

No bargaining unit employee will substitute for supervisory staff.

Section 15. Travel Time Allowance

Travel time allowance will be paid based on the running time of the applicable midday service if a Traffic Checker's finish location is different than that of the start location. For two piece shifts, travel time will be paid between the start and finish locations of the first piece and between the start and finish locations of the second piece. This allowance will be included in the crew value.

Section 16. Use of Automobile in Inclement Weather

For the year 2008, Traffic Checkers will be paid an annual allowance of \$900.00 (nine hundred dollars) to offset costs associated with the use of personal automobiles for shelter from inclement weather. This amount will be increased by \$25.00 (twenty-five dollars) in each of the subsequent years that the current agreement is in force.

This allowance will be paid in the first pay period of January and July of each year to cover the previous six months. For example, payment of the allowance for the last six months of 2008 will be made in the first pay period of January, 2009.

This allowance will be reduced on a pro-rata basis to the closest day for employees who enter this classification after January 1st or who leave the service of the TTC or transfer to a new classification before December 31st.

Section 17. Meal Breaks

Traffic Checkers will be provided with a scheduled half-hour meal break in accordance with the *Employment Standards Act, 2000*. The meal break will be paid.

Section 18. Off-day Scheduling

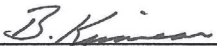
Calendars outlining off-days for Traffic Checkers will be delivered to employees three weeks in advance for the following periods: January—May, June—September, and October—December.

For the months of June, July, and August, the Employer will provide a minimum of three weeks' notice when changing an employee's off-day.

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

Signed and dated at Toronto, Ontario this 8th day of May, 2014:

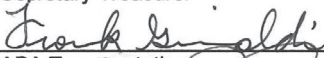
For the Union:




President



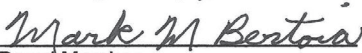
Secretary Treasurer




ABA Transportation




BM At Large Transportation



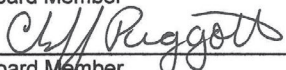
Board Member



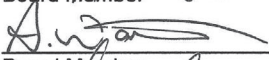
Board Member



Board Member



Board Member



Board Member



Vice President



ABA Maintenance

Paul Callaghan

BM At Large Maintenance

[Signature]

Board Member

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Board Member

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Board Member

[Signature]

Board Member

For the TTC:

[Signature]

Andy Byford, Chief Executive Officer

[Signature]

Gary Shortt, Chief Operating Officer

[Signature]

Orest Kobylansky, Head of Bus Operations

[Signature]

Pino Pignatari, Manager of Budgets and Costs

[Signature]

Gemma Piemontese, Chief People Officer

[Signature]

Megan MacRae, Director of Employee Relations

[Signature]

Sean Milloy, Employee Relations Consultant

SCHEDULE "A – 1A"

LOCAL 113, A.T.U.

BASIC HOURLY WAGE SCHEDULE

APPLIES TO EMPLOYEES HIRED BEFORE APRIL 17, 1996

EFFECTIVE: APRIL 1, 2014

Wage Group	Start	After 4 Months	After 8 Months	After 12 Months
1	\$20.12	\$21.35	\$22.53	\$26.10
2	\$20.57	\$21.77	\$22.91	\$26.60
3	\$20.92	\$22.20	\$23.41	\$27.29
4	\$21.64	\$22.93	\$24.18	\$28.08
5	\$22.59	\$23.93	\$25.28	\$29.39
6	(See separate schedule for Operator, Collector and Subway Supplier rates)			
7	\$24.18	\$25.71	\$27.10	\$31.54
8	\$26.10	\$27.66	\$29.19	\$33.90
9	\$26.89	\$28.48	\$30.06	\$34.89
10	\$27.67	\$29.33	\$30.87	\$35.91
11	\$28.38	\$29.98	\$31.68	\$36.83
12	\$29.14	\$30.81	\$32.52	\$37.84
13	\$29.92	\$31.62	\$33.40	\$38.90

Notes:

- 1 See separate schedule for Divisional Clerk, Wheel-Trans, Revenue Operations and Traffic Checker rates.
- 2 Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).
- 3 Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$15.63 per hour. Providing such students remain in good standing until released by the TTC, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.

SCHEDULE "A – 1B"

LOCAL 113, A.T.U.

BASIC HOURLY WAGE SCHEDULE

APPLIES TO EMPLOYEES HIRED BEFORE APRIL 17, 1996

EFFECTIVE: APRIL 1, 2015

Wage Group	Start	After 4 Months	After 8 Months	After 12 Months
1	\$20.12	\$21.35	\$22.53	\$26.10
2	\$20.57	\$21.77	\$22.91	\$26.60
3	\$20.92	\$22.20	\$23.41	\$27.29
4	\$21.75	\$23.04	\$24.30	\$28.22
5	\$22.70	\$24.05	\$25.41	\$29.54
6	(See separate schedule for Operator, Collector and Subway Supplier rates)			
7	\$24.30	\$25.84	\$27.24	\$31.70
8	\$26.23	\$27.80	\$29.34	\$34.07
9	\$27.02	\$28.62	\$30.21	\$35.06
10	\$27.81	\$29.48	\$31.02	\$36.09
11	\$28.52	\$30.13	\$31.84	\$37.01
12	\$29.29	\$30.96	\$32.68	\$38.03
13	\$30.07	\$31.78	\$33.57	\$39.09

Notes:

- 1 See separate schedule for Divisional Clerk, Wheel-Trans, Revenue Operations and Traffic Checker rates.
- 2 Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).
- 3 Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$15.63 per hour. Providing such students remain in good standing until released by the TTC, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.

SCHEDULE "A – 1C"

LOCAL 113, A.T.U.

BASIC HOURLY WAGE SCHEDULE

APPLIES TO EMPLOYEES HIRED BEFORE APRIL 17, 1996

EFFECTIVE: APRIL 1, 2016

Wage Group	Start	After 4 Months	After 8 Months	After 12 Months
1	\$20.12	\$21.35	\$22.53	\$26.10
2	\$20.57	\$21.77	\$22.91	\$26.60
3	\$20.92	\$22.20	\$23.41	\$27.29
4	\$22.13	\$23.44	\$24.73	\$28.71
5	\$23.10	\$24.47	\$25.85	\$30.06
6	(See separate schedules for Operator, Collector and Subway Supplier rates)			
7	\$24.73	\$26.29	\$27.72	\$32.25
8	\$26.69	\$28.29	\$29.85	\$34.67
9	\$27.49	\$29.12	\$30.74	\$35.67
10	\$28.30	\$30.00	\$31.56	\$36.72
11	\$29.02	\$30.66	\$32.40	\$37.66
12	\$29.80	\$31.50	\$33.25	\$38.70
13	\$30.60	\$32.34	\$34.16	\$39.77

Notes:

- 1 See separate schedule for Divisional Clerk, Wheel-Trans, Revenue Operations and Traffic Checker rates.
- 2 Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).
- 3 Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$15.63 per hour. Providing such students remain in good standing until released by the TTC, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.

SCHEDULE "A – 1D"

LOCAL 113, A.T.U.

BASIC HOURLY WAGE SCHEDULE

APPLIES TO EMPLOYEES HIRED BEFORE APRIL 17, 1996

EFFECTIVE: APRIL 1, 2017

Wage Group	Start	After 4 Months	After 8 Months	After 12 Months
1	\$20.12	\$21.35	\$22.53	\$26.10
2	\$20.57	\$21.77	\$22.91	\$26.60
3	\$20.92	\$22.20	\$23.41	\$27.29
4	\$22.63	\$23.97	\$25.29	\$29.36
5	\$23.62	\$25.02	\$26.43	\$30.74
6	(See separate schedules for Operator, Collector and Subway Supplier rates)			
7	\$25.29	\$26.88	\$28.34	\$32.98
8	\$27.29	\$28.93	\$30.52	\$35.45
9	\$28.11	\$29.78	\$31.43	\$36.47
10	\$28.94	\$30.68	\$32.27	\$37.55
11	\$29.67	\$31.35	\$33.13	\$38.51
12	\$30.47	\$32.21	\$34.00	\$39.57
13	\$31.29	\$33.07	\$34.93	\$40.66

Notes:

- 1 See separate schedule for Divisional Clerk, Wheel-Trans, Revenue Operations and Traffic Checker rates.
- 2 Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).
- 3 Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$15.63 per hour. Providing such students remain in good standing until released by the TTC, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.

SCHEDULE "A – 1E"
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
APPLIES TO EMPLOYEES HIRED ON OR AFTER
APRIL 17, 1996

EFFECTIVE: APRIL 1, 2014

Wage Group	Start	After 12 Months	After 24 Months
1	\$20.12	\$20.87	\$26.10
2	\$20.57	\$21.46	\$26.60
3	\$20.92	\$22.27	\$27.29
4	\$21.64	\$23.14	\$28.08
5	\$22.59	\$24.40	\$29.39
6	(See separate schedule for Operator, Collector and Subway Supplier rates)		
7	\$24.18	\$26.66	\$31.54
8	\$26.10	\$28.94	\$33.90
9	\$26.89	\$30.07	\$34.89
10	\$27.67	\$31.20	\$35.91
11	\$28.38	\$32.32	\$36.83
12	\$29.14	\$33.50	\$37.84
13	\$29.92	\$34.71	\$38.90

Notes:

- 1 See separate schedule for Divisional Clerk, Wheel-Trans, Revenue Operations and Traffic Checker rates.
- 2 Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
- 3 Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$15.63 per hour. Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
- 4 Effective April 1, 2008, employees hired on or after April 17, 1996 shall not serve more than one (1) Twenty Four Month Wage Progression. This Twenty Four Month Wage Progression shall be attached to the employee only and not to any occupational classifications or wage group.

SCHEDULE "A – 1F"
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
APPLIES TO EMPLOYEES HIRED ON OR AFTER
APRIL 17, 1996

EFFECTIVE: APRIL 1, 2015

Wage Group	Start	After 12 Months	After 24 Months
1	\$20.12	\$20.87	\$26.10
2	\$20.57	\$21.46	\$26.60
3	\$20.92	\$22.27	\$27.29
4	\$21.75	\$23.26	\$28.22
5	\$22.70	\$24.52	\$29.54
6	(See separate schedule for Operator, Collector and Subway Supplier rates)		
7	\$24.30	\$26.79	\$31.70
8	\$26.23	\$29.08	\$34.07
9	\$27.02	\$30.22	\$35.06
10	\$27.81	\$31.36	\$36.09
11	\$28.52	\$32.48	\$37.01
12	\$29.29	\$33.67	\$38.03
13	\$30.07	\$34.88	\$39.09

Notes:

- 1 See separate schedule for Divisional Clerk, Wheel-Trans, Revenue Operations and Traffic Checker rates.
- 2 Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
- 3 Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$15.63 per hour. Providing such students remain in good standing until released by the TTC, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
- 4 Effective April 1, 2008, employees hired on or after April 17, 1996 shall not serve more than one (1) Twenty Four Month Wage Progression. This Twenty Four Month Wage Progression shall be attached to the employee only and not to any occupational classifications or wage group.

SCHEDULE “A – 1G”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
APPLIES TO EMPLOYEES HIRED ON OR AFTER
APRIL 17, 1996

EFFECTIVE: APRIL 1, 2016

Wage Group	Start	After 12 Months	After 24 Months
1	\$20.12	\$20.87	\$26.10
2	\$20.57	\$21.46	\$26.60
3	\$20.92	\$22.27	\$27.29
4	\$22.13	\$23.67	\$28.71
5	\$23.10	\$24.95	\$30.06
6	(See separate schedule for Operator, Collector and Subway Supplier rates)		
7	\$24.73	\$27.26	\$32.25
8	\$26.69	\$29.59	\$34.67
9	\$27.49	\$30.75	\$35.67
10	\$28.30	\$31.91	\$36.72
11	\$29.02	\$33.05	\$37.66
12	\$29.80	\$34.26	\$38.70
13	\$30.60	\$35.49	\$39.77

Notes:

- 1 See separate schedule for Divisional Clerk, Wheel-Trans, Revenue Operations and Traffic Checker rates.
- 2 Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
- 3 Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$15.63 per hour. Providing such students remain in good standing until released by the TTC, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
- 4 Effective April 1, 2008, employees hired on or after April 17, 1996 shall not serve more than one (1) Twenty Four Month Wage Progression. This Twenty Four Month Wage Progression shall be attached to the employee only and not to any occupational classifications or wage group.

SCHEDULE “A – 1H”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
APPLIES TO EMPLOYEES HIRED ON OR AFTER
APRIL 17, 1996

EFFECTIVE: APRIL 1, 2017

Wage Group	Start	After 12 Months	After 24 Months
1	\$20.12	\$20.87	\$26.10
2	\$20.57	\$21.46	\$26.60
3	\$20.92	\$22.27	\$27.29
4	\$22.63	\$24.20	\$29.36
5	\$23.62	\$25.51	\$30.74
6	(See separate schedule for Operator, Collector and Subway Supplier rates)		
7	\$25.29	\$27.87	\$32.98
8	\$27.29	\$30.26	\$35.45
9	\$28.11	\$31.44	\$36.47
10	\$28.94	\$32.63	\$37.55
11	\$29.67	\$33.79	\$38.51
12	\$30.47	\$35.03	\$39.57
13	\$31.29	\$36.29	\$40.66

Notes:

- 1 See separate schedule for Divisional Clerk, Wheel-Trans, Revenue Operations and Traffic Checker rates.
- 2 Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
- 3 Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$15.63 per hour. Providing such students remain in good standing until released by the TTC, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
- 4 Effective April 1, 2008, employees hired on or after April 17, 1996 shall not serve more than one (1) Twenty Four Month Wage Progression. This Twenty Four Month Wage Progression shall be attached to the employee only and not to any occupational classifications or wage group.

SCHEDULE “A – 1P”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
SKILLED (LICENSED) TRADES

EFFEECTIVE: APRIL 1, 2014

Wage Group	Start	After 5 Months	After 12 Months
4	\$21.64	\$24.66	\$28.08
5	\$22.59	\$25.74	\$29.39
6	—	—	—
7	\$24.18	\$27.56	\$31.54
8	\$26.10	\$29.73	\$33.90
9	\$26.89	\$30.64	\$34.89
10	\$27.67	\$31.53	\$35.91
11	\$28.38	\$32.35	\$36.83
12	\$29.14	\$33.21	\$37.84
13	\$29.92	\$34.09	\$38.90

Notes

- 1 This wage schedule applies to maintenance employees who, because of their job requirements, have a recognized and current trade licence issued by the Province of Ontario.
- 2 The “skilled-trade” Premium allowance as per Article 4, Section 20 is not included in the hourly wage rates.

SCHEDULE “A – 1J”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
SKILLED (LICENSED) TRADES

EFFEECTIVE: APRIL 1, 2015

Wage Group	Start	After 5 Months	After 12 Months
4	\$21.75	\$24.78	\$28.22
5	\$22.70	\$25.87	\$29.54
6	—	—	—
7	\$24.30	\$27.70	\$31.70
8	\$26.23	\$29.88	\$34.07
9	\$27.02	\$30.79	\$35.06
10	\$27.81	\$31.69	\$36.09
11	\$28.52	\$32.51	\$37.01
12	\$29.29	\$33.38	\$38.03
13	\$30.07	\$34.26	\$39.09

Notes

- 1 This wage schedule applies to maintenance employees who, because of their job requirements, have a recognized and current trade licence issued by the Province of Ontario.
- 2 The “skilled-trade” Premium allowance as per Article 4, Section 20 is not included in the hourly wage rates.

SCHEDULE “A – 1K”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
SKILLED (LICENSED) TRADES

EFFEECTIVE: APRIL 1, 2016

Wage Group	Start	After 5 Months	After 12 Months
4	\$22.13	\$25.21	\$28.71
5	\$23.10	\$26.32	\$30.06
6	—	—	—
7	\$24.73	\$28.18	\$32.25
8	\$26.69	\$30.40	\$34.67
9	\$27.49	\$31.33	\$35.67
10	\$28.30	\$32.24	\$36.72
11	\$29.02	\$33.08	\$37.66
12	\$29.80	\$33.96	\$38.70
13	\$30.60	\$34.86	\$39.77

Notes

- 1 This wage schedule applies to maintenance employees who, because of their job requirements, have a recognized and current trade licence issued by the Province of Ontario.
- 2 The “skilled-trade” Premium allowance as per Article 4, Section 20 is not included in the hourly wage rates.

SCHEDULE “A – 1L”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
SKILLED (LICENSED) TRADES

EFFECTIVE: APRIL 1, 2017

Wage Group	Start	After 5 Months	After 12 Months
4	\$22.63	\$25.78	\$29.36
5	\$23.62	\$26.91	\$30.74
6	—	—	—
7	\$25.29	\$28.81	\$32.98
8	\$27.29	\$31.08	\$35.45
9	\$28.11	\$32.03	\$36.47
10	\$28.94	\$32.97	\$37.55
11	\$29.67	\$33.82	\$38.51
12	\$30.47	\$34.72	\$39.57
13	\$31.29	\$35.64	\$40.66

Notes

- 1 This wage schedule applies to maintenance employees who, because of their job requirements, have a recognized and current trade licence issued by the Province of Ontario.
- 2 The “skilled-trade” Premium allowance as per Article 4, Section 20 is not included in the hourly wage rates.

SCHEDULE “A – 2A”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
OPERATOR, (TTC and Wheel-Trans)

APPLIES TO EMPLOYEES HIRED BEFORE APRIL 17, 1996

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Operator				
(TTC and Wheel-Trans)				
– Training Rate	\$24.54	\$25.03	\$25.53	\$26.10
– Qualifying Rate	\$24.87	\$25.37	\$25.88	\$26.46
– After 6 months	\$27.13	\$27.67	\$28.22	\$28.85
– After 12 months	\$32.03	\$32.67	\$33.32	\$34.07

Notes

- 1 Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).

SCHEDULE “A – 2B”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
OPERATOR, (TTC and Wheel-Trans)

APPLIES TO EMPLOYEES HIRED ON OR AFTER
APRIL 17, 1996

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Operator (TTC and Wheel-Trans)				
– Start	\$24.54	\$25.03	\$25.53	\$26.10
– After 12 months	\$27.06	\$27.60	\$28.15	\$28.78
– After 24 months	\$32.03	\$32.67	\$33.32	\$34.07

Notes

- 1 Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).

SCHEDULE “A – 3A”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
STATION COLLECTOR and SUBWAY SUPPLIER

APPLIES TO EMPLOYEES HIRED BEFORE APRIL 17, 1996

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Station Collector				
– Start	\$24.18	\$24.30	\$24.73	\$25.29
– After 4 months	\$25.71	\$25.84	\$26.29	\$26.88
– After 8 months	\$27.10	\$27.24	\$27.72	\$28.34
– After 12 months	\$31.54	\$31.70	\$32.25	\$32.98
Subway Supplier				
– Start	\$24.18	\$24.30	\$24.73	\$25.29
– After 4 months	\$25.71	\$25.84	\$26.29	\$26.88
– After 8 months	\$27.10	\$27.24	\$27.72	\$28.34
– After 12 months	\$31.54	\$31.70	\$32.25	\$32.98

Notes

- 1 Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).
- 2 Students engaged as vacation relief in the Station Collector Group are to be paid the following rates:
 Effective April 1, 2014 – \$17.32
 Effective April 1, 2015 – \$17.41
 Effective April 1, 2016 – \$17.71
 Effective April 1, 2017 – \$18.11
- 3 Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.

SCHEDULE “A – 3B”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
STATION COLLECTOR and SUBWAY SUPPLIER

APPLIES TO EMPLOYEES HIRED ON OR AFTER
APRIL 17, 1996

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Station Collector				
– Start	\$24.18	\$24.30	\$24.73	\$25.29
– After 12 months	\$26.66	\$26.79	\$27.26	\$27.87
– After 24 months	\$31.54	\$31.70	\$32.25	\$32.98
Subway Supplier				
– Start	\$24.18	\$24.30	\$24.73	\$25.29
– After 12 months	\$26.66	\$26.79	\$27.26	\$27.87
– After 24 months	\$31.54	\$31.70	\$32.25	\$32.98

Notes

- 1 Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
- 2 Students engaged as vacation relief in the Station Collector Group are to be paid the following rates:
 Effective April 1, 2014 – \$17.32
 Effective April 1, 2015 – \$17.41
 Effective April 1, 2016 – \$17.71
 Effective April 1, 2017 – \$18.11
- 3 Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.

SCHEDULE “A – 4A”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
TTC DIVISIONAL CLERKS

APPLIES TO ALL EMPLOYEES HIRED BEFORE
APRIL 17, 1996

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Junior Divisional Clerk				
(Wage Group 4)				
– Start	\$21.64	\$21.75	\$22.13	\$22.63
– After 4 months	\$22.93	\$23.04	\$23.44	\$23.97
– After 8 months	\$24.18	\$24.30	\$24.73	\$25.29
General Divisional Clerk				
Financial Records Control Clerk				
(Wage Group 7)				
– After 12 months	\$31.54	\$31.70	\$32.25	\$32.98
Office Services Clerk				
Time/Wicket Clerk				
(Wage Group 8)				
– Start	\$25.43	\$25.56	\$26.01	\$26.60
– After 4 months	\$26.94	\$27.07	\$27.54	\$28.16
– After 8 months	\$28.48	\$28.62	\$29.12	\$29.78
– After 12 months	\$33.03	\$33.20	\$33.78	\$34.54

Notes

- 1 Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996)
- 2 The “skilled trade” premium for wage group 8 and above is not included in the hourly wage rates for Divisional Clerk jobs.

SCHEDULE “A – 4A” CONTINUED
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
TTC DIVISIONAL CLERKS

APPLIES TO ALL EMPLOYEES HIRED BEFORE
APRIL 17, 1996

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
General Day Clerk				
General Afternoon/Night Clerk				
(Wage Group 9)				
– Start	\$26.22	\$26.35	\$26.81	\$27.41
– After 4 months	\$27.78	\$27.92	\$28.41	\$29.05
– After 8 months	\$29.33	\$29.48	\$30.00	\$30.68
– After 12 months	\$33.99	\$34.16	\$34.76	\$35.54
Slip Clerk				
(Wage Group 10)				
– Start	\$27.02	\$27.16	\$27.64	\$28.26
– After 4 months	\$28.60	\$28.74	\$29.24	\$29.90
– After 8 months	\$30.17	\$30.32	\$30.85	\$31.54
– After 12 months	\$35.01	\$35.19	\$35.81	\$36.62

Notes

- 1 Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996)
- 2 The “skilled trade” premium for wage group 8 and above is not included in the hourly wage rates for Divisional Clerk jobs.

SCHEDULE “A – 4B”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
TTC DIVISIONAL CLERKS

**APPLIES TO ALL EMPLOYEES HIRED ON OR AFTER
 APRIL 17, 1996**

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Junior Divisional Clerk				
(Wage Group 4)				
– Start	\$21.64	\$21.75	\$22.13	\$22.63
– After 12 months	\$23.14	\$23.26	\$23.67	\$24.20
– After 24 months	\$24.79	\$24.91	\$25.35	\$25.92
General Divisional Clerk				
Financial Records Control Clerk				
(Wage Group 7)				
– After 24 months	\$31.54	\$31.70	\$32.25	\$32.98
Office Services Clerk				
Time/Wicket Clerk				
(Wage Group 8)				
– Start	\$25.43	\$25.56	\$26.01	\$26.60
– After 12 months	\$27.94	\$28.08	\$28.57	\$29.21
– After 24 months	\$33.03	\$33.20	\$33.78	\$34.54

Notes

- 1 Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996)
- 2 Effective April 1, 2008, employees in the Junior Divisional Clerk job classification will progress to the General Divisional Clerk job classification after 24 months of service
- 3 The “skilled trade” premium for wage group 8 and above is not included in the hourly wage rates for Divisional Clerk jobs.

SCHEDULE “A – 4B” CONTINUED
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
TTC DIVISIONAL CLERKS

**APPLIES TO ALL EMPLOYEES HIRED ON OR AFTER
APRIL 17, 1996**

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
General Day Clerk				
General Afternoon/Night Clerk				
(Wage Group 9)				
– Start	\$26.22	\$26.35	\$26.81	\$27.41
– After 12 months	\$28.80	\$28.94	\$29.45	\$30.11
– After 24 months	\$33.99	\$34.16	\$34.76	\$35.54
Slip Clerk				
(Wage Group 10)				
– Start	\$27.02	\$27.16	\$27.64	\$28.26
– After 12 months	\$29.67	\$29.82	\$30.34	\$31.02
– After 24 months	\$35.01	\$35.19	\$35.81	\$36.62

Notes

- 1 Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996)
- 2 Effective April 1, 2008, employees in the Junior Divisional Clerk job classification will progress to the General Divisional Clerk job classification after 24 months of service
- 3 The “skilled trade” premium for wage group 8 and above is not included in the hourly wage rates for Divisional Clerk jobs.

SCHEDULE "A – 5A"

LOCAL 113, A.T.U. BASIC HOURLY WAGE SCHEDULE WHEEL-TRANS DEPARTMENT CLERKS

APPLIES TO ALL EMPLOYEES HIRED BEFORE
APRIL 17, 1996

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Wheel-Trans General Clerk (Wage Group 7)				
– Start	\$24.18	\$24.30	\$24.73	\$25.29
– After 4 months	\$25.71	\$25.84	\$26.29	\$26.88
– After 8 months	\$27.10	\$27.24	\$27.72	\$28.34
– After 12 months	\$31.54	\$31.70	\$32.25	\$32.98
Wheel-Trans Dispatch/Wicket Clerk (Wage Group 8)				
– Start	\$25.43	\$25.56	\$26.01	\$26.60
– After 4 months	\$26.94	\$27.07	\$27.54	\$28.16
– After 8 months	\$28.48	\$28.62	\$29.12	\$29.78
– After 12 months	\$33.03	\$33.20	\$33.78	\$34.54

Notes

- 1 Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996)
- 2 Students employed in the Wheel-Trans Operations Office as vacation relief are to be paid the following per hour:
Effective April 1, 2014 – \$16.85
Effective April 1, 2015 – \$16.93
Effective April 1, 2016 – \$17.23
Effective April 1, 2017 – \$17.62
Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
- 3 The "skilled trade" premium for wage group 8 and above is not included in the hourly wage rates for Divisional Clerk jobs.

SCHEDULE “A – 5A” CONTINUED
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS DEPARTMENT CLERKS

APPLIES TO ALL EMPLOYEES HIRED BEFORE
APRIL 17, 1996

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Wheel-Trans Clerk in Charge				
Wheel-Trans Office Duty/ General Day Clerk				
(Wage Group 9)				
– Start	\$26.22	\$26.35	\$26.81	\$27.41
– After 4 months	\$27.78	\$27.92	\$28.41	\$29.05
– After 8 months	\$29.33	\$29.48	\$30.00	\$30.68
– After 12 months	\$33.99	\$34.16	\$34.76	\$35.54
Wheel-Trans Slip/Wicket Clerk				
(Wage Group 10)				
– Start	\$27.02	\$27.16	\$27.64	\$28.26
– After 4 months	\$28.60	\$28.74	\$29.24	\$29.90
– After 8 months	\$30.17	\$30.32	\$30.85	\$31.54
– After 12 months	\$35.01	\$35.19	\$35.81	\$36.62

Notes

- 1 Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996)
- 2 Students employed in the Wheel-Trans Operations Office as vacation relief are to be paid the following per hour:
 Effective April 1, 2014 – \$16.85
 Effective April 1, 2015 – \$16.93
 Effective April 1, 2016 – \$17.23
 Effective April 1, 2017 – \$17.62
 Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
- 3 The “skilled trade” premium for wage group 8 and above is not included in the hourly wage rates for Divisional Clerk jobs.

SCHEDULE “A – 5B”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS DEPARTMENT CLERKS

**APPLIES TO ALL EMPLOYEES HIRED ON OR AFTER
APRIL 17, 1996**

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Wheel-Trans General Clerk				
(Wage Group 7)				
– Start	\$24.18	\$24.30	\$24.73	\$25.29
– After 12 months	\$26.66	\$26.79	\$27.26	\$27.87
– After 24 months	\$31.54	\$31.70	\$32.25	\$32.98

Wheel-Trans Dispatch/Wicket Clerk				
(Wage Group 8)				
– Start	\$25.43	\$25.56	\$26.01	\$26.60
– After 12 months	\$27.94	\$28.08	\$28.57	\$29.21
– After 24 months	\$33.03	\$33.20	\$33.78	\$34.54

Notes

- 1 Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996)
- 2 Students employed in the Wheel-Trans Operations Office as vacation relief are to be paid the following per hour:
Effective April 1, 2014 – \$16.85
Effective April 1, 2015 – \$16.93
Effective April 1, 2016 – \$17.23
Effective April 1, 2017 – \$17.62
Providing such students remain in good standing until released by the TTC, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
- 3 The “skilled trade” premium for wage group 8 and above is not included in the hourly wage rates for Divisional Clerk jobs.

SCHEDULE “A – 5B” CONTINUED
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS DEPARTMENT CLERKS

**APPLIES TO ALL EMPLOYEES HIRED ON OR AFTER
 APRIL 17, 1996**

Wheel-Trans Clerk in Charge
**Wheel-Trans Office Duty/
 General Day Clerk**

(Wage Group 9)

– Start	\$26.22	\$26.35	\$26.81	\$27.41
– After 12 months	\$28.80	\$28.94	\$29.45	\$30.11
– After 24 months	\$33.99	\$34.16	\$34.76	\$35.54

Wheel-Trans Slip/Wicket Clerk

(Wage Group 10)

– Start	\$27.02	\$27.16	\$27.64	\$28.26
– After 12 months	\$29.67	\$29.82	\$30.34	\$31.02
– After 24 months	\$35.01	\$35.19	\$35.81	\$36.62

Notes

- 1 Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996)
- 2 Students employed in the Wheel-Trans Operations Office as vacation relief are to be paid the following per hour:
 Effective April 1, 2014 – \$16.85
 Effective April 1, 2015 – \$16.93
 Effective April 1, 2016 – \$17.23
 Effective April 1, 2017 – \$17.62
 Providing such students remain in good standing until released by the TTC, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
- 3 The “skilled trade” premium for wage group 8 and above is not included in the hourly wage rates for Divisional Clerk jobs.

SCHEDULE “A – 6A”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS –
CUSTOMER SERVICE & ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: April 1, 2014

Wage Group	Start	After 4 Months	After 8 Months	After 12 Months
5WT	\$21.45	\$23.15	\$24.87	\$26.57
6WT	\$22.24	\$24.29	\$26.39	\$28.46
7WT	\$23.91	\$26.14	\$28.38	\$30.61
8WT	\$25.66	\$28.03	\$30.42	\$32.79
9WT	\$27.42	\$29.98	\$32.58	\$35.18
10WT	\$29.17	\$31.91	\$34.60	\$37.31
11WT	\$33.81	\$34.97	\$36.36	\$38.04
12WT	\$34.83	\$36.02	\$37.44	\$39.17

Notes

This scale only applies to employees who were in Wheel-Trans Operations Customer Service and Administration Clerical Group as of July 23, 2001, who completed a three-year wage progression and are subsequently upgraded/downgraded into another Wheel-Trans Operations job.

SCHEDULE “A – 6B”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS –
CUSTOMER SERVICE & ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: April 1, 2015

Wage Group	Start	After 4 Months	After 8 Months	After 12 Months
5WT	\$21.56	\$23.27	\$24.99	\$26.70
6WT	\$22.35	\$24.41	\$26.52	\$28.60
7WT	\$24.03	\$26.27	\$28.52	\$30.76
8WT	\$25.79	\$28.17	\$30.57	\$32.95
9WT	\$27.56	\$30.13	\$32.74	\$35.36
10WT	\$29.32	\$32.07	\$34.77	\$37.50
11WT	\$33.98	\$35.14	\$36.54	\$38.23
12WT	\$35.00	\$36.20	\$37.63	\$39.37

Notes

This scale only applies to employees who were in Wheel-Trans Operations Customer Service and Administration Clerical Group as of July 23, 2001, who completed a three-year wage progression and are subsequently upgraded/downgraded into another Wheel-Trans Operations job.

SCHEDULE “A – 6C”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS –
CUSTOMER SERVICE AND ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: April 1, 2016

Wage Group	Start	After 4 Months	After 8 Months	After 12 Months
5WT	\$21.94	\$23.68	\$25.43	\$27.17
6WT	\$22.74	\$24.84	\$26.98	\$29.10
7WT	\$24.45	\$26.73	\$29.02	\$31.30
8WT	\$26.24	\$28.66	\$31.10	\$33.53
9WT	\$28.04	\$30.66	\$33.31	\$35.98
10WT	\$29.83	\$32.63	\$35.38	\$38.16
11WT	\$34.57	\$35.75	\$37.18	\$38.90
12WT	\$35.61	\$36.83	\$38.29	\$40.06

Notes

This scale only applies to employees who were in Wheel-Trans Operations Customer Service and Administration Clerical Group as of July 23, 2001, who completed a three-year wage progression and are subsequently upgraded/downgraded into another Wheel-Trans Operations job.

SCHEDULE “A – 6D”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS –
CUSTOMER SERVICE AND ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: April 1, 2017

Wage Group	Start	After 4 Months	After 8 Months	After 12 Months
5WT	\$22.43	\$24.21	\$26.00	\$27.78
6WT	\$23.25	\$25.40	\$27.59	\$29.75
7WT	\$25.00	\$27.33	\$29.67	\$32.00
8WT	\$26.83	\$29.30	\$31.80	\$34.28
9WT	\$28.67	\$31.35	\$34.06	\$36.79
10WT	\$30.50	\$33.36	\$36.18	\$39.02
11WT	\$35.35	\$36.55	\$38.02	\$39.78
12WT	\$36.41	\$37.66	\$39.15	\$40.96

Notes

This scale only applies to employees who were in Wheel-Trans Operations Customer Service and Administration Clerical Group as of July 23, 2001, who completed a three-year wage progression and are subsequently upgraded/downgraded into another Wheel-Trans Operations job.

SCHEDULE “A – 6E”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS –
CUSTOMER SERVICE & ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: April 1, 2014

Wage Group	Start	After 12 Months	After 24 Months
5WT	\$21.45	\$23.15	\$26.57
6WT	\$22.24	\$24.29	\$28.46
7WT	\$23.91	\$26.14	\$30.61
8WT	\$25.66	\$28.03	\$32.79
9WT	\$27.42	\$29.98	\$35.18
10WT	\$29.17	\$31.91	\$37.31
11WT	\$33.81	\$34.97	\$38.04
12WT	\$34.83	\$36.02	\$39.17

Notes

This scale only applies to employees who were hired on or after July 23, 2001.
Students engaged for vacation relief in the Wheel-Trans Operations Customer Service and Administration Group are to be paid \$15.90 per hour if they have no prior TTC experience or \$16.82 per hour if they have prior related TTC experience.

SCHEDULE “A – 6F”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS –
CUSTOMER SERVICE & ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: April 1, 2015

Wage Group	Start	After 12 Months	After 24 Months
5WT	\$21.56	\$23.27	\$26.70
6WT	\$22.35	\$24.41	\$28.60
7WT	\$24.03	\$26.27	\$30.76
8WT	\$25.79	\$28.17	\$32.95
9WT	\$27.56	\$30.13	\$35.36
10WT	\$29.32	\$32.07	\$37.50
11WT	\$33.98	\$35.14	\$38.23
12WT	\$35.00	\$36.20	\$39.37

Notes

This scale only applies to employees who were hired on or after July 23, 2001.
Students engaged for vacation relief in the Wheel-Trans Operations Customer Service and Administration Group are to be paid \$15.98 per hour if they have no prior TTC experience or \$16.90 per hour if they have prior related TTC experience.

SCHEDULE “A – 6G”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS –
CUSTOMER SERVICE & ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: April 1, 2016

Wage Group	Start	After 12 Months	After 24 Months
5WT	\$21.94	\$23.68	\$27.17
6WT	\$22.74	\$24.84	\$29.10
7WT	\$24.45	\$26.73	\$31.30
8WT	\$26.24	\$28.66	\$33.53
9WT	\$28.04	\$30.66	\$35.98
10WT	\$29.83	\$32.63	\$38.16
11WT	\$34.57	\$35.75	\$38.90
12WT	\$35.61	\$36.83	\$40.06

Notes

This scale only applies to employees who were hired on or after July 23, 2001. Students engaged for vacation relief in the Wheel-Trans Operations Customer Service and Administration Group are to be paid \$16.26 per hour if they have no prior TTC experience or \$17.20 per hour if they have prior related TTC experience.

SCHEDULE “A – 6H”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS –
CUSTOMER SERVICE & ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: April 1, 2017

Wage Group	Start	After 12 Months	After 24 Months
5WT	\$22.43	\$24.21	\$27.78
6WT	\$23.25	\$25.40	\$29.75
7WT	\$25.00	\$27.33	\$32.00
8WT	\$26.83	\$29.30	\$34.28
9WT	\$28.67	\$31.35	\$36.79
10WT	\$30.50	\$33.36	\$39.02
11WT	\$35.35	\$36.55	\$39.78
12WT	\$36.41	\$37.66	\$40.96

Notes

This scale only applies to employees who were hired on or after July 23, 2001. Students engaged for vacation relief in the Wheel-Trans Operations Customer Service and Administration Group are to be paid \$16.63 per hour if they have no prior TTC experience or \$17.59 per hour if they have prior related TTC experience.

SCHEDULE “A – 7A”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
TRAFFIC CHECKERS –
SERVICE PLANNING DEPARTMENT

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Traffic Checker (Wage Group 3P)				
– Start	\$21.36	\$21.36	\$21.36	\$21.36
– After 4 months	\$23.16	\$23.16	\$23.16	\$23.16
– After 8 months	\$24.94	\$24.94	\$24.94	\$24.94
– After 12 months	\$26.70	\$26.70	\$26.70	\$26.70

Note:

This scale only applies to employees who were in the Traffic Checkers Group, Service Planning as of August 13, 2003, who completed a thirty-six month wage progression.

SCHEDULE “A – 7B”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
TRAFFIC CHECKERS –
SERVICE PLANNING DEPARTMENT

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Traffic Checker (Wage Group 3P)				
– Start	\$21.36	\$21.36	\$21.36	\$21.36
– After 12 months	\$23.16	\$23.16	\$23.16	\$23.16
– After 24 months	\$26.70	\$26.70	\$26.70	\$26.70

Note:

This scale applies to employees who were hired on or after August 13, 2003.

SCHEDULE “A – 8A”
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: April 1, 2014

Salary Group	Start	After 4 Months	After 8 Months	After 12 Months
5R	\$21.45	\$23.15	\$24.87	\$26.57
6R	\$22.24	\$24.29	\$26.39	\$28.46
7R	\$23.91	\$26.14	\$28.38	\$30.61
8R	\$25.66	\$28.03	\$30.42	\$32.79
9R	\$27.42	\$29.98	\$32.58	\$35.18
10R	\$29.17	\$31.91	\$34.60	\$37.31

Notes:

This scale only applies to employees who were in Revenue Operations as of September 1, 2000, who completed a thirty-six month wage progression and are subsequently upgraded/downgraded into another Revenue Operations job.

SCHEDULE “A – 8B”
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: April 1, 2015

Salary Group	Start	After 4 Months	After 8 Months	After 12 Months
5R	\$21.56	\$23.27	\$24.99	\$26.70
6R	\$22.35	\$24.41	\$26.52	\$28.60
7R	\$24.03	\$26.27	\$28.52	\$30.76
8R	\$25.79	\$28.17	\$30.57	\$32.95
9R	\$27.56	\$30.13	\$32.74	\$35.36
10R	\$29.32	\$32.07	\$34.77	\$37.50

Notes:

This scale only applies to employees who were in Revenue Operations as of September 1, 2000, who completed a thirty-six month wage progression and are subsequently upgraded/downgraded into another Revenue Operations job.

SCHEDULE “A – 8C”
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: April 1, 2016

Salary Group	Start	After 4 Months	After 8 Months	After 12 Months
5R	\$21.94	\$23.68	\$25.43	\$27.17
6R	\$22.74	\$24.84	\$26.98	\$29.10
7R	\$24.45	\$26.73	\$29.02	\$31.30
8R	\$26.24	\$28.66	\$31.10	\$33.53
9R	\$28.04	\$30.66	\$33.31	\$35.98
10R	\$29.83	\$32.63	\$35.38	\$38.16

Notes:

This scale only applies to employees who were in Revenue Operations as of September 1, 2000, who completed a thirty-six month wage progression and are subsequently upgraded/downgraded into another Revenue Operations job.

SCHEDULE “A – 8D”
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: April 1, 2017

Salary Group	Start	After 4 Months	After 8 Months	After 12 Months
5R	\$22.43	\$24.21	\$26.00	\$27.78
6R	\$23.25	\$25.40	\$27.59	\$29.75
7R	\$25.00	\$27.33	\$29.67	\$32.00
8R	\$26.83	\$29.30	\$31.80	\$34.28
9R	\$28.67	\$31.35	\$34.06	\$36.79
10R	\$30.50	\$33.36	\$36.18	\$39.02

Notes:

This scale only applies to employees who were in Revenue Operations as of September 1, 2000, who completed a thirty-six month wage progression and are subsequently upgraded/downgraded into another Revenue Operations job.

SCHEDULE “A – 8E”
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: April 1, 2014

Salary Group	Start	After 12 Months	After 24 Months
5R	\$21.45	\$23.15	\$26.57
6R	\$22.24	\$24.29	\$28.46
7R	\$23.91	\$26.14	\$30.61
8R	\$25.66	\$28.03	\$32.79
9R	\$27.42	\$29.98	\$35.18
10R	\$29.17	\$31.91	\$37.31

Notes:

- 1 Clerical Students engaged for vacation relief in the Revenue Operations Group are to be paid \$15.90 per hour if they have no prior TTC experience or \$16.82 per hour if they have prior related TTC experience.
- 2 Non-Clerical Students engaged for vacation relief in the Revenue Operations Group to be paid \$18.70 per hour if they have no prior TTC experience or \$19.80 per hour if they have prior related TTC experience.

SCHEDULE “A – 8F”
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: April 1, 2015

Salary Group	Start	After 12 Months	After 24 Months
5R	\$21.56	\$23.27	\$26.70
6R	\$22.35	\$24.41	\$28.60
7R	\$24.03	\$26.27	\$30.76
8R	\$25.79	\$28.17	\$32.95
9R	\$27.56	\$30.13	\$35.36
10R	\$29.32	\$32.07	\$37.50

Notes:

- 1 Clerical Students engaged for vacation relief in the Revenue Operations Group are to be paid \$15.98 per hour if they have no prior TTC experience or \$16.90 per hour if they have prior related TTC experience.
- 2 Non-Clerical Students engaged for vacation relief in the Revenue Operations Group to be paid \$18.79 per hour if they have no prior TTC experience or \$19.90 per hour if they have prior related TTC experience.

SCHEDULE “A – 8G”
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: April 1, 2016

Salary Group	Start	After 12 Months	After 24 Months
5R	\$21.94	\$23.68	\$27.17
6R	\$22.74	\$24.84	\$29.10
7R	\$24.45	\$26.73	\$31.30
8R	\$26.24	\$28.66	\$33.53
9R	\$28.04	\$30.66	\$35.98
10R	\$29.83	\$32.63	\$38.16

Notes:

- 1 Clerical Students engaged for vacation relief in the Revenue Operations Group are to be paid \$16.26 per hour if they have no prior TTC experience or \$17.20 per hour if they have prior related TTC experience.
- 2 Non-Clerical Students engaged for vacation relief in the Revenue Operations Group to be paid \$19.12 per hour if they have no prior TTC experience or \$20.25 per hour if they have prior related TTC experience.

SCHEDULE “A – 8H”
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: April 1, 2017

Salary Group	Start	After 12 Months	After 24 Months
5R	\$22.43	\$24.21	\$27.78
6R	\$23.25	\$25.40	\$29.75
7R	\$25.00	\$27.33	\$32.00
8R	\$26.83	\$29.30	\$34.28
9R	\$28.67	\$31.35	\$36.79
10R	\$30.50	\$33.36	\$39.02

Notes:

- 1 Clerical Students engaged for vacation relief in the Revenue Operations Group are to be paid \$16.63 per hour if they have no prior TTC experience or \$17.59 per hour if they have prior related TTC experience.
- 2 Non-Clerical Students engaged for vacation relief in the Revenue Operations Group to be paid \$19.55 per hour if they have no prior TTC experience or \$20.71 per hour if they have prior related TTC experience.

LOCAL 113, A.T.U.
COACH TECHNICIAN APPRENTICES
STUDENT (EXTERNAL) – SCHEDULE ‘A’

Hours of Training	Effective April 1 2014	Effective April 1 2015	Effective April 1 2016	Effective April 1 2017	% of Wage Group 12 Maximum Rate
0 – 1340	\$20.81	\$20.92	\$21.29	\$21.76	55
1341 – 2680	\$24.60	\$24.72	\$25.16	\$25.72	65
2681 – 4020	\$28.38	\$28.52	\$29.03	\$29.68	75
4021 – 5360	\$32.16	\$32.33	\$32.90	\$33.63	85
5361 – 6700	\$34.70	\$34.87	\$35.49	\$36.29	91.7
Rate upon obtaining the Certification of Qualification:					
	\$37.84	\$38.03	\$38.70	\$39.57	

Notes:

1. This program is open to grade 12 graduates specializing in automotive technology who are being hired into a TTC Coach Technician apprenticeship position. The program is 6,700 hours in length and consists of five periods of apprenticeship training at 1,340 hours each.
2. Upon successful completion of the training program, an Apprentice shall be classified as a Coach Technician and they will be assigned to the 1st available unfilled vacancy (temporary or established) for a Coach Technician in accordance with the Seniority Regulations.
3. Hourly rates are based on a percentage of the Coach Technician Wage Group 12 maximum rate.

LOCAL 113, A.T.U.
COACH TECHNICIAN APPRENTICES
ADULT (INTERNAL) SCHEDULE – B
CONDENSED

Hours of Training	Effective April 1 2014	Effective April 1 2015	Effective April 1 2016	Effective April 1 2017	Start rate for employees who transfer from:
0 – 440	\$26.06	\$26.19	\$26.65	\$27.25	Wage Group 1
441 – 880	\$26.87	\$27.00	\$27.47	\$28.09	Wage Group 2
881 – 1340	\$27.54	\$27.68	\$28.16	\$28.79	Wage Group 3
1341 – 2680	\$28.93	\$29.07	\$29.58	\$30.25	Wage Group 4
2681 – 4020	\$30.79	\$30.94	\$31.48	\$32.19	Wage Group 5
4021 – 5360	\$32.64	\$32.80	\$33.37	\$34.12	Wage Group 7 & up
5361 – 6700	\$34.70	\$34.87	\$35.49	\$36.29	
Rate upon obtaining the Certification of Qualification:					
	\$37.84	\$38.03	\$38.70	\$39.57	

Notes:

1. This schedule is applicable to TTC employees who have attained three years of regular status and who qualify for the condensed Apprenticeship program based on the following:
 - A) Grade 12 education in an automotive technology program OR
 - B) Grade 12 education plus completion of an automotive certificate program through a Community College
2. The program is 6,700 hours in length and consists of seven levels of apprenticeship training.
3. Upon successful completion of the training program, an Apprentice shall be classified as a Coach Technician and they will be assigned to the 1st available unfilled vacancy (temporary or established) for a Coach Technician in accordance with the Seniority Regulations.
4. TTC employees with less than two years of regular continuous service who meet the educational requirements outlined above are treated in the same manner as a new student apprentice hired directly off the street – Schedule “A”. Upon attaining three years of regular continuous service after beginning their apprenticeship, the employee will be transferred to the appropriate rate on the above scale.

LOCAL 113, A.T.U.
COACH TECHNICIAN APPRENTICES
ADULT (INTERNAL) SCHEDULE C

Hours of Training	Effective April 1 2014	Effective April 1 2015	Effective April 1 2016	Effective April 1 2017	Start rate for employees who transfer from:
0 – 1086	\$26.06	\$26.19	\$26.65	\$27.25	Wage Group 1
1087 – 2172	\$26.87	\$27.00	\$27.47	\$28.09	Wage Group 2
2173 – 3258	\$27.54	\$27.68	\$28.16	\$28.79	Wage Group 3
3259 – 4344	\$28.93	\$29.07	\$29.58	\$30.25	Wage Group 4
4345 – 5430	\$30.79	\$30.94	\$31.48	\$32.19	Wage Group 5
5431 – 6516	\$32.64	\$32.80	\$33.37	\$34.12	Wage Group 7 & Up
6517 – 7600	\$34.70	\$34.87	\$35.49	\$36.29	
Rate upon obtaining the Certification of Qualification:					
	\$37.84	\$38.03	\$38.70	\$39.57	

Notes:

This schedule is applicable to employees who have grade 12 education and two years of regular automotive service in the Duncan Shop or the Bus Garages but have not completed a formalized education program in the automotive field.

1. The program is 7,600 hours in length and consists of seven periods of apprenticeship training.
2. Adult Apprentices who enter the program at any rate above the 1st level of training will remain at that level until their training units catch up. They will then receive increments along the above schedule as they satisfactorily complete each period of training.
3. Upon successful completion of the training program, an Apprentice shall be classified as a Coach Technician and they will be assigned to the 1st available unfilled vacancy (temporary or established) for a Coach Technician in accordance with the Seniority Regulations.

LOCAL 113, A.T.U.
HANDYPERSON APPRENTICES
EXTERNAL – SCHEDULE

Hours of Training	Effective April 1 2014	Effective April 1 2015	Effective April 1 2016	Effective April 1 2017	% of Wage Group 8 Maximum Rate
0 – 1200	\$18.65	\$18.74	\$19.07	\$19.50	55
1201 – 2400	\$22.04	\$22.15	\$22.54	\$23.04	65
3401 – 3600	\$25.43	\$25.55	\$26.00	\$26.59	75
3601 – 4800	\$28.82	\$28.96	\$29.47	\$30.13	85
4801 – 6000	\$31.09	\$31.24	\$31.79	\$32.51	91.7
Rate upon obtaining the Certification of Qualification:					
	\$33.90	\$34.07	\$34.67	\$35.45	

Notes:

1. This program is open to individuals who have grade 10 education who are being hired into a Handyperson apprenticeship position. The program is 8,000 hours in length and consists of five periods of apprenticeship training at 1,200 hours each.
2. Upon successful completion of the training program, an Apprentice shall be classified as a Handyperson and will be paid the Certificate of Qualification rate and assigned to the vacancy for which they have previously bid in accordance with the Seniority Regulations.
3. Hourly rates are based on a percentage of the Handyperson Wage Group 8 maximum rate.

LOCAL 113, A.T.U.
HANDYPERSON APPRENTICES
ADULT (INTERNAL) SCHEDULE

Hours of Training	Effective April 1 2014	Effective April 1 2015	Effective April 1 2016	Effective April 1 2017	Start rate for employees who transfer from:
0 – 856	\$23.32	\$23.44	\$23.85	\$24.39	Wage Group 1
857 – 1714	\$24.08	\$24.20	\$24.62	\$25.17	Wage Group 2
1715 – 2572	\$24.67	\$24.79	\$25.22	\$25.79	Wage Group 3
2573 – 3430	\$25.91	\$26.04	\$26.50	\$27.10	Wage Group 4
3431 – 4288	\$27.61	\$27.75	\$28.24	\$28.88	Wage Group 5
4289 – 5146	\$29.23	\$29.38	\$29.89	\$30.56	Wage Group 7 & up
5147 – 6000	\$31.09	\$31.24	\$31.79	\$32.51	
Rate upon obtaining the Certification of Qualification:					
	\$33.90	\$34.07	\$34.67	\$35.45	

Notes:

This schedule is applicable to employees who meet the 24-month regular service requirement.

1. The length of the program is 6,000 hours and consists of 7 periods of apprenticeship training.
2. Adult Apprentices who enter the program at any rate above the 1st level of training will remain at that level until their training hours catch up. They will then receive increments along the above schedule as they satisfactorily complete each period of training.
3. Adult Apprentices with less than 24-months regular service are treated in the same manner as a new apprentice hired directly off the street; i.e., placed on the normal Apprentice Schedule. Upon attaining 24-months of regular service, the employee will be transferred to the corresponding rate of the Adult Apprentice Schedule and “mark time” until the contract hours catch up. They will then advance along the Adult Apprentice Schedule in a normal manner.
4. Upon successful completion of the training program, an Adult Apprentice will be classified as a Handyperson and will be paid the Certificate of Qualification rate and will be assigned to the vacancy for which they have previously bid in accordance with the Seniority Regulations.

LOCAL 113, A.T.U.
STORESPERSON APPRENTICESHIP
EXTERNAL SCHEDULE

Hours of Training	Effective April 1 2014	Effective April 1 2015	Effective April 1 2016	Effective April 1 2017	% of Wage Group 8 Maximum Rate
0 – 1800	\$22.04	\$22.15	\$22.54	\$23.04	65
1801 – 3600	\$25.43	\$25.55	\$26.00	\$26.59	75
3601 – 5400	\$31.09	\$31.24	\$31.79	\$32.51	91.7
Rate upon obtaining the Certification of Qualification:					
	\$33.90	\$34.07	\$34.67	\$35.45	

Notes:

1. This schedule is applicable to employees newly hired into the TTC. The training program is 5,400 hours in length and will consist of 3 periods of apprenticeship training of 1,800 hours each.
2. Upon successful completion of the training program (including successfully obtaining their Certificate of Qualification), an Apprentice will be classified as a Storesperson and will be paid the Certificate of Qualification rate. They will then be placed in the first available Storesperson vacancy in accordance with the Seniority Regulations.
3. Hourly rates are based on a percentage of the Storesperson's Wage Group 8 maximum rate.

LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
ADULT APPRENTICES – STORESPERSON

Hours of Training	Effective April 1 2014	Effective April 1 2015	Effective April 1 2016	Effective April 1 2017	Start rate for employees who transfer from:
0 – 771	\$23.32	\$23.44	\$23.85	\$24.39	Wage Group 1
772 – 1542	\$24.08	\$24.20	\$24.62	\$25.17	Wage Group 2
1543 – 2313	\$24.68	\$24.80	\$25.23	\$25.80	Wage Group 3
2314 – 3084	\$25.91	\$26.04	\$26.50	\$27.10	Wage Group 4
3085 – 3855	\$27.61	\$27.75	\$28.24	\$28.88	Wage Group 5
3856 – 4626	\$29.20	\$29.35	\$29.86	\$30.53	Wage Group 7 & up
4627 – 5400	\$31.09	\$31.24	\$31.79	\$32.51	
Rate upon obtaining the Certification of Qualification:					
	\$33.90	\$34.07	\$34.67	\$35.45	

Notes:

This schedule is applicable to employees who meet the 2-year regular service requirement.

1. The length of the program is 5,400 hours and consists of 7 periods of apprenticeship training.
2. Adult Apprentices who enter the program at any rate above the 1st level of training will remain at that level until their training hours catch up. They will then receive increments along the above schedule as they satisfactorily complete each period of training.
3. Adult Apprentices with less than three years regular service are treated in the same manner as a new apprentice hired directly off the street; i.e., placed on the normal Apprentice Schedule. Upon attaining three years of regular service, the employee will be transferred to the corresponding rate on the Adult Apprentice Schedule and “mark time” until the contract hours catch up. They will then advance along the Adult Apprentice Schedule in a normal manner.
4. Upon successful completion of the training program (including successfully obtaining their Certificate of Qualification), an Adult Apprentice will be classified as a Storesperson and will be paid the Certificate of Qualification rate. They will then be placed in the 1st available Storesperson vacancy in accordance with the Seniority Regulations.

LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
ESCALATOR MECHANIC-IN-TRAINING

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Training Period 1	\$29.39	\$29.54	\$30.06	\$30.74
Training Period 2	\$31.54	\$31.70	\$32.25	\$32.98
Training Period 3	\$33.90	\$34.07	\$34.67	\$35.45
Training Period 4	\$34.89	\$35.06	\$35.67	\$36.47

Notes:

1. Upon successful completion of the training program, an Escalator Mechanic-in-Training shall be classified as an Escalator Mechanic, Wage Group 10.
2. The length of the Training Program is 48 months. Additional time credits, or consideration to start a Trainee beyond the “start rate”, may be granted by the Manager – Escalators & Elevators for individuals who possess specialized relevant education/courses, or who have lengthy practical experience.

LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
STREETCAR VEHICLE TECHNICIAN TRAINEE

Applicable to employees who have completed a 24-month wage progression:

EFFECTIVE APRIL 1, 2014

	After	After	Upon
Start	4 Months	8 Months	Completion
\$29.14	\$30.81	\$32.52	\$37.84

EFFECTIVE APRIL 1, 2015

	After	After	Upon
Start	4 Months	8 Months	Completion
\$29.29	\$30.96	\$32.68	\$38.03

EFFECTIVE APRIL 1, 2016

	After	After	Upon
Start	4 Months	8 Months	Completion
\$29.80	\$31.50	\$33.25	\$38.70

EFFECTIVE APRIL 1, 2017

	After	After	Upon
Start	4 Months	8 Months	Completion
\$30.47	\$32.21	\$34.00	\$39.57

LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
STREETCAR VEHICLE TECHNICIAN TRAINEE
(CONTINUED)

Applicable to employees who have ***not*** completed a 24-month wage progression:

EFFECTIVE APRIL 1, 2014

Start	After 4 Months	After 8 Months	Upon Completion
\$28.38	\$29.98	\$31.68	See Note # 4

EFFECTIVE APRIL 1, 2015

Start	After 4 Months	After 8 Months	Upon Completion
\$28.52	\$30.13	\$31.84	See Note # 4

EFFECTIVE APRIL 1, 2016

Start	After 4 Months	After 8 Months	Upon Completion
\$29.02	\$30.66	\$32.40	See Note # 4

EFFECTIVE APRIL 1, 2017

Start	After 4 Months	After 8 Months	Upon Completion
\$29.67	\$31.35	\$33.13	See Note # 4

LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
STREETCAR VEHICLE TECHNICIAN TRAINEE
(CONTINUED)

Notes:

1. This wage schedule is only applicable to Trainees who possess a community college graduation diploma as spelled out in the formal entry requirements of the job description.
2. Current employees who enter the program with rates that exceed any of the intermediate steps will have their rate “frozen” until such time as the program segments catch-up and they are entitled to move to the next higher rate, or graduate, whichever may be applicable.
3. Upon graduation, a Trainee who has completed a 24-month progression, will be reclassified as a Streetcar Vehicle Technician in wage group 12 and will be paid the maximum rate.
4. Graduate Trainees who have not completed a 24-month wage progression will be reclassified as a Streetcar Vehicle Technician and paid a wage group 12 rate that is in accordance with the employee’s accumulated regular service.

LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
SUBWAY VEHICLE TECHNICIAN TRAINEE

Applicable to employees who have completed a 24-month wage progression:

EFFECTIVE APRIL 1, 2014

Start	After 4 Months	After 8 Months	Upon Completion
\$29.14	\$30.81	\$32.52	\$37.84

EFFECTIVE APRIL 1, 2015

Start	After 4 Months	After 8 Months	Upon Completion
\$29.29	\$30.96	\$32.68	\$38.03

EFFECTIVE APRIL 1, 2016

Start	After 4 Months	After 8 Months	Upon Completion
\$29.80	\$31.50	\$33.25	\$38.70

EFFECTIVE APRIL 1, 2017

Start	After 4 Months	After 8 Months	Upon Completion
\$30.47	\$32.21	\$34.00	\$39.57

LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
SUBWAY VEHICLE TECHNICIAN TRAINEE
(CONTINUED)

Applicable to employees who have ***not*** completed a 24-month wage progression:

EFFECTIVE APRIL 1, 2014

Start	After 4 Months	After 8 Months	Upon Completion
\$28.38	\$29.98	\$31.68	See Note # 4

EFFECTIVE APRIL 1, 2015

Start	After 4 Months	After 8 Months	Upon Completion
\$28.52	\$30.13	\$31.84	See Note # 4

EFFECTIVE APRIL 1, 2016

Start	After 4 Months	After 8 Months	Upon Completion
\$29.02	\$30.66	\$32.40	See Note # 4

EFFECTIVE APRIL 1, 2017

Start	After 4 Months	After 8 Months	Upon Completion
\$29.67	\$31.35	\$33.13	See Note # 4

LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
SUBWAY VEHICLE TECHNICIAN TRAINEE
(CONTINUED)

Notes:

1. This wage schedule is only applicable to Trainees who possess a community college graduation diploma as spelled out in the formal entry requirements of the job description.
2. Current employees who enter the program with rates that exceed any of the intermediate steps will have their rate “frozen” until such time as the program segments catch-up and they are entitled to move to the next higher rate, or graduate, whichever may be applicable.
3. Upon graduation, a Trainee who has completed a 24-month progression, will be reclassified as a Subway Vehicle Technician in wage group 12 and will be paid the maximum rate.
4. Graduate Trainees who have not completed a 24-month wage progression will be reclassified as a Subway Vehicle Technician and paid a wage group 12 rate that is in accordance with the employee’s accumulated regular service.

LOCAL 113, A.T.U.

HOURLY WAGE SCHEDULE

SUBWAY VEHICLE TECHNICIAN “BRIDGE” TRAINEE

Applicable only to employees who have successfully completed the Prior Learning Assessment and Recognition (PLAR) interview process.

EFFECTIVE APRIL 1, 2014

	After 18 Months	After 24 Months	After 30 Months
Start			
See note # 2	\$37.16	\$37.50	\$37.84

EFFECTIVE APRIL 1, 2015

	After 18 Months	After 24 Months	After 30 Months
Start			
See note # 2	\$37.35	\$37.69	\$38.03

EFFECTIVE APRIL 1, 2016

	After 18 Months	After 24 Months	After 30 Months
Start			
See note # 2	\$38.00	\$38.35	\$38.70

EFFECTIVE APRIL 1, 2017

	After 18 Months	After 24 Months	After 30 Months
Start			
See note # 2	\$38.86	\$39.21	\$39.57

Notes:

1. This wage schedule is only applicable to Trainees who have successfully completed the Prior Learning Assessment and Recognition (PLAR) interview process.
2. Employees who enter the program will have their current wage rate “frozen” until such time as the program segments catch-up and they are entitled to move to the next higher rate.
3. Upon graduation, a Trainee will be reclassified as a Subway Vehicle Technician in wage group 12 and will be paid the maximum rate.

LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
TRACK WELDER TRAINEE

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Start	\$21.13	\$21.24	\$21.61	\$22.10
After 4 months	\$22.42	\$22.53	\$22.92	\$23.44
After 8 months	\$23.64	\$23.76	\$24.18	\$24.72
After 12 months	\$27.56	\$27.70	\$28.18	\$28.81
After 18 months	\$27.88	\$28.02	\$28.51	\$29.15
After 24 months	\$29.39	\$29.54	\$30.06	\$30.74
After 30 months	\$29.89	\$30.04	\$30.57	\$31.26
After 36 months	\$33.90	\$34.07	\$34.67	\$35.45

Notes:

1. Upon successful completion of the appropriate training and work experience period, a Trainee shall be classified as a Track Welder, Wage Group 8.
2. The length of the Training Program is 36 months. Additional time credits, or consideration to start a Trainee beyond the "start rate", may be granted by the Manager for individuals who possess specialized relevant education/courses, or who have lengthy practical experience in a related job classification.

LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
EQUIPMENT OPERATOR OR
WORKCAR OPERATOR TRAINEE

For employees who have completed a 24-month wage progression:

A Trainee who enters the program from the maximum rate of wage groups 1, 2, 3, 4 or 5 will be paid the start rate and will progress along the Equipment Operator/Workcar Operator Trainee schedule as detailed below:

EFFECTIVE APRIL 1, 2014:

	After	After	After
Start	4 Months	8 Months	12 Months
\$29.39	\$29.92	\$31.00	\$31.54

EFFECTIVE APRIL 1, 2015:

	After	After	After
Start	4 Months	8 Months	12 Months
\$29.54	\$30.07	\$31.16	\$31.70

EFFECTIVE APRIL 1, 2016:

	After	After	After
Start	4 Months	8 Months	12 Months
\$33.06	\$30.60	\$31.71	\$32.25

EFFECTIVE APRIL 1, 2017:

	After	After	After
Start	4 Months	8 Months	12 Months
\$33.80	\$31.29	\$32.42	\$32.98

Upon graduation, a Trainee will be re-classified as an Equipment Operator or Workcar Operator in wage group 7 and will be paid the maximum rate of the wage group 7 schedule.

Notes:

1. A Trainee who enters the program with a rate that exceeds or is equal to the maximum rate of the trainee schedule, will be paid the 8-month rate of the Equipment Operator/Workcar Operator Trainee schedule. Upon completion of the 12-month training program, the trainee will be re-classified as an Equipment Operator or Workcar Operator and will be paid the maximum rate of the wage group 7 schedule.

LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
EQUIPMENT OPERATOR OR
WORKCAR OPERATOR TRAINEE
(CONTINUED)

*For employees who have **not** completed a 24-month wage progression:*

A Trainee who enters the program from wage groups 1, 2, 3, 4 or 5 will progress along the wage group 5 schedule in accordance with the employee's accumulated regular service. Upon achieving the maximum rate of the wage group 5 schedule, the Trainee will be placed on the Equipment Operator or Workcar Operator Trainee schedule and will progress to a rate in accordance with the amount of time the employee has been classified as an Equipment Operator or Workcar Operator Trainee.

Upon successful completion of the 12-month training period, the Trainee will be classified as an Equipment Operator or Workcar Operator in wage group 7, and will be paid a wage group 7 rate that is in accordance with the employee's accumulated regular service.

Notes:

- 1 A Trainee (that has **not** completed the 24-month wage progression) who enters the program with a rate that exceeds the start rate of the Equipment Operator or Workcar Operator trainee schedule will be paid a wage group 5 rate that is in accordance with the employee's accumulated regular service. Upon achieving the maximum rate of the wage group 5 schedule, the Trainee will be placed on the Equipment Operator or Workcar Operator Trainee schedule outlined above, and will progress in accordance with the amount of time the employee has been classified as an Equipment Operator or Workcar Operator Trainee.

Upon graduation, a Trainee will be re-classified as an Equipment Operator or Workcar Operator in wage group 7 and will be paid at the rate of the wage group 7 schedule that is in accordance with the employee's accumulated regular service.

LOCAL 113, A.T.U.
MATERIALS AND PROCUREMENT DEPARTMENT
HOURLY WAGE SCHEDULE FOR GENERAL STORES
EMPLOYEES ON SPECIAL LIST*

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Storeperson (0460) Wage Group 10-W	\$34.89	\$35.06	\$35.67	\$36.47

	Effective April 1, 2014	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Senior Storeperson (0459) Wage Group 11-W	\$35.91	\$36.09	\$36.72	\$37.55

***Note:**

The above special rates are only applicable to certain employees in the Materials & Procurement Department.

LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
TEMPORARY VACATION RELIEF AND SUMMER HELP
EFFECTIVE: April 1, 2014

Students

- a) Students employed on jobs up to and including Wage Group 3 on the hourly-rated ladder chart are to be paid **\$15.63** per hour. This rate will remain in effect until March 31, 2018.
- b) Students employed as vacation relief in the Station Collector and Divisional Stores groups are to be paid **\$17.32** per hour. Effective April 1, 2015, the rate will increase to **\$17.41** per hour. Effective April 1, 2016, the rate will increase to **\$17.71** per hour. Effective April 1, 2017, the rate will increase to **\$18.11** per hour.
- c) Students employed in Wage Group 4 are to be paid **\$16.85** per hour. Effective April 1, 2015, the rate will increase to **\$16.93** per hour. Effective April 1, 2016, the rate will increase to **\$17.23** per hour. Effective April 1, 2017, the rate will increase to **\$17.62** per hour.
- d) Students employed in the Wheel-Trans Operations Office as vacation relief for Wheel-Trans General Clerks are to be paid **\$16.85** per hour. Effective April 1, 2015, the rate will increase to **\$16.93** per hour. Effective April 1, 2016, the rate will increase to **\$17.23** per hour. Effective April 1, 2017, the rate will increase to **\$17.62** per hour.
- e) Students employed in Wage Group 5 in the Plant Maintenance Escalator/Elevator Group and the Fire Prevention section, are to be paid **\$17.63** per hour. Effective April 1, 2015, the rate will increase to **\$17.72** per hour. Effective April 1, 2016, the rate will increase to **\$18.03** per hour. Effective April 1, 2017, the rate will increase to **\$18.44** per hour.

- f) Students in the above-mentioned categories shall qualify for a lump sum bonus calculated on the basis of **\$0.10** for each hour worked during the summer months provided they remain an employee in good standing until released by the Commission.

IF THERE IS ANY DOUBT ABOUT A RATE TO BE PAID IN INDIVIDUAL CASES, THE HUMAN RESOURCES DEPARTMENT (COMPENSATION SECTION) SHOULD BE CONSULTED.

TRAINING PAY FOR OPERATORS

Refer to Article II, Sections 16 and 17 of the A.T.U., Local 113 Collective Agreement concerning training pay provisions for new and qualified Operators.

LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
CARPENTER APPRENTICES

Period of Training	Effective April 1 2014	Effective April 1 2015	Effective April 1 2016	Effective April 1 2017	% of Wage Group 10 Maximum Rate
0 – 1800	\$19.75	\$19.85	\$20.20	\$20.65	55
1801 – 3600	\$23.34	\$23.46	\$23.87	\$24.41	65
3601 – 5400	\$26.93	\$27.07	\$27.54	\$28.16	75
5401 – 7200	\$34.11	\$34.29	\$34.88	\$35.67	95
Rate on Graduation	\$34.89	\$35.06	\$35.67	\$36.47	

Notes:

1. Periods of Training consist of six units of training and work experience as per Ministry of Training, Colleges & Universities regulations.
2. Length of Program normally consists of four periods of 1,800 hours each. Additional time credits per period may be granted by the Ministry of Training, Colleges & Universities for Grade 12 graduates or other specialized courses.
3. Upon successful completion of the appropriate training and work experience period, an Apprentice shall be classified as a Carpenter's Improver (wage group 9) for a period of one year, following which they shall be upgraded to General Maintenance Carpenter (wage group 10), when qualified.
4. Hourly rates are based on a percentage of the Wage Group 10 tradesperson's maximum rate.

LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
ADULT APPRENTICES – CARPENTER

Period of Training	Effective April 1 2014	Effective April 1 2015	Effective April 1 2016	Effective April 1 2017	% of Wage Group 10 Maximum Rate
0 – 900	\$24.79	\$24.91	\$25.35	\$25.92	Wage Group 1
901 – 1800	\$25.72	\$25.85	\$26.30	\$26.89	Wage Group 2
1801 – 2700	\$26.70	\$26.83	\$27.30	\$27.91	Wage Group 3
2701 – 3600	\$27.46	\$27.60	\$28.08	\$28.71	Wage Group 4
3601 – 4500	\$28.41	\$28.55	\$29.05	\$29.70	Wage Group 5
4501 – 5400	\$30.20	\$30.35	\$30.88	\$31.57	Wage Group 7 & Above
5401 – 6300	\$32.01	\$32.17	\$32.73	\$33.47	—
6301 – 7200	\$33.47	\$33.64	\$34.23	\$35.00	—
Rate on Graduation	\$34.89	\$35.06	\$35.67	\$36.47	

Notes:

1. The start rate for employees who have not yet obtained the eight-month step of their present wage group is established as if they were at the maximum rate of the next lower wage group.
2. Adult Apprentices who meet the three-year service requirement “mark time” at the rate at which they begin their training program until their contract hours or training units catch up. They then receive increments along the Adult Apprentice Schedule as they satisfactorily complete each period of training.
3. Adult Apprentices with less than three years continuous service are treated in the same manner as a new apprentice hired directly off the street; i.e., placed on the normal Apprentice Schedule. Upon attaining three years of continuous service after beginning the regular apprenticeship, the employee will be transferred to the corresponding rate on the Adult Apprentice Schedule “mark time” until the contract hours catch up and then advance along the Adult Apprentice Schedule in a normal manner.
4. Upon graduation, an Adult Apprentice is reclassified as a Carpenter’s Improver (wage group 9) for a minimum period of one year, and then upgraded to general Maintenance Carpenter (wage group 10), when qualified.
5. Periods of training are three units of training and work experience as per Ministry of Training, Colleges & Universities regulations.

**SCHEDULE “B”
OCCUPATIONAL CLASSIFICATIONS
AND WAGE GROUPS**

Occupational classifications and wage groups of employees covered by this Agreement with Local 113, Amalgamated Transit Union, effective April 1, 2011.

**BUS and RAIL TRANSPORTATION
DEPARTMENTS**

	Wage Group
OCCUPATIONAL CLASSIFICATIONS	
Financial Records Control Clerk	7
General Afternoon/Night Clerk.....	9
General Day Clerk	9
General Divisional Clerk	7
General Ticket & Information Clerk	7
Junior Divisional Clerk	4
Junior Ticket & Information Clerk	4
Office Services Clerk	8
Operator	
Operator, Wheel-Trans	
Slip Clerk	10
Station Collector	
Subway Supplier	
Time Wicket Clerk	8
Vault Clerk	8
Wheel-Trans Clerk In Charge	9
Wheel-Trans Dispatch/Wicket Clerk	8
Wheel-Trans General Clerk	7
Wheel-Trans Office Duty/General Day Clerk	9
Wheel-Trans Slip/Wicket Clerk	10

REVENUE OPERATIONS — FINANCE DEPARTMENT

OCCUPATIONAL CLASSIFICATIONS

Non-Clerical

Agent Order Driver/Packer	8R
Crew Chief	10R
Revenue Collector	8R
Spare (Non-Clerical)	8R
Token Vending Machine Attendant	8R

Clerical

Accounting & Audit Clerk	10R
Agent Order Clerk	7R
Audit & Control Clerk	10R
Banking Clerk	8R
Machine Repairperson Operator	8R
Processing Operator	7R
Senior Processing Clerk	9R
Senior Revenue Operations Clerk	10R
Spare (Clerical — Administration)	8R
Spare (Clerical)	7R
Statistics Clerk	8R
Ticket Agent Administrative Clerk	7R
Vault Custodian	10R

RAIL MAINTENANCE GROUP

SUBWAY—RAILCARS & SHOPS DEPARTMENT

HEAVY REPAIR & OVERHAUL—GREENWOOD SHOP

Air Bench Fitter	8
Air Bench Repairperson	7
Axle Fitter	8
Bench Fitter	8
Bench Repairperson	7
Electrical Bench Fitter	8
Electrical Equipment Tester	10

Electronic Equipment Repairperson	11
Equipment Tester-Hydraulic/Pneumatic	9
General Body Repair/Painter	10
General Body Repairperson	10
General Improver	8
General Machinist	10
General Maintenance Electrician	10
General Millwright	10
General Shop Welder	9
General Spray Painter	8
General Vehicle Pipefitter	8
General Wireperson	10
General Woodworking Machinist	9
Janitor	2
Lead Hand — Millwright Machinist	11
Lunch Room Attendant	2
Rail Vehicle Analyzer	11
Rail Vehicle Mechanic	10
Shop Handyperson	4
Special Equipment Repairperson & Tester	11
Steam Jenny Operator	4
Subway Vehicle Technician	12
Truck Repairperson	8
Vehicle Analyzer	11
Vehicle HVAC Repairperson	10
Vehicle Painter	7
Vehicle Trouble Analyzer (Pneumatic)	9
Wireperson	8

SUBWAY & SURFACE CARHOUSES

Carhouse Clerk	5
Carhouse Despatcher	5
Carhouse Electrical Analyzer	11
Carhouse Helper	2
Carhouse Operator	5
Carhouse Painter	7
Combine Worker/Operator	5

Electronic Equipment Repairperson	11
General Body Repairperson	10
General Body Repairperson/Painter	10
General Improver (Carhouse)	8
General Machinist	10
General Vehicle Repairperson.....	9
I.C.T.S. Clerk	5
I.C.T.S. General Repairperson	10
Janitor.....	2
Lead Hand Carhouse Operator.....	7
Pneumatic Analyzer	10
Rail Vehicle Analyzer.....	11
Rail Vehicle Mechanic	10
Special Equipment Repairperson & Tester	11
Truck Repairperson	8
Vehicle HVAC Repairperson	10
Vehicle Repairperson	8
Vehicle Serviceperson	5
Yard Control/Dispatcher.....	7

STREETCAR MAINTENANCE DEPARTMENT

D.W. HARVEY SHOP

Blacksmith and Welding Section

Blacksmith	7
Blacksmith's Helper	4
General Blacksmith.....	8
General Blacksmith/Welder	10
General Shop Welder	9
Lead Hand — Blacksmith & Welding	11

Body Repair Section

Body Repairperson.....	7
Coach Technician	12
General Body Repairperson	10
General Improver (Body Repair)	8
Lead Hand — General Body Repair	9
Pipefitter and Heater Installer	8

Electrical Repair Section

Armature Winder	7
Balancing Machine Operator	7
Electrical Bench Fitter	8
Electrical Equipment Tester	10
Electrical Handyperson	4
Electrical Repairperson	7
Electronic Equipment Repairperson	11
General Armature Winder	9
General Armature Winder/Analyzer	10
General Improver (Electrical)	8
General Maintenance Electrician	10
Lead Hand — Armature Winder	10
Lead Hand — Motor Repair	10
Maintenance Electrician.....	7
Pneumatic Analyzer	10

General Section

Janitor	2
Lunch Room Attendant	2

Machine Shop Section

Air Bench Fitter	8
Air Bench Handyperson.....	4
Air Bench Repairperson.....	7
General Improver (Pneumatic)	7

Motor Repair Section

Armature Winder	7
Balancing Machine Operator	7
Brush Holder Repairperson.....	7
Commutator Turner and Undercutter.....	7
Electrical Handyperson	4
Electrical Improver	5
General Armature Winder	9
General Motor Repairperson.....	8
Motor Repairperson/Analyzer	10

Paint Section

Brush Painter.....	4
General Brush Painter	5
General Spray Painter	8
General Vehicle Glazer	5
General Vehicle Striper	7
Lead Hand — Painter.....	9
Paint Remover.....	4
Paint Shop Helper	2
Sign Painter	8
Spray Painter	4
Vehicle Glazer	4
Vehicle Striper.....	4

Sheet Metal Section

General Body Repairperson	10
Lead Hand — Sheet Metal Worker	11
Sheet Metal Worker.....	11
Tinsmith's Improver	8

Truck Repair Section

General Vehicle Pipefitter	8
Mechanical Serviceperson (Shop)	5
Service Car Repairperson	7
Shop Mule Operator	3
Steam Jenny Operator	4
Transfer Table Operator	4
Truck Repairperson	8

Upholstery Section

General Upholsterer	8
Lead Hand — Upholsterer	10
Upholsterer.....	7

Wiring Section

General Improver (Electrical).....	8
General Wireperson	10

Rail Vehicle Analyzer.....	11
Rail Vehicle Mechanic	10
Streetcar Vehicle Technician	12
Vehicle Analyzer	11
Wireperson	8
Wiring Handyperson	4

Woodworking Machine Shop Section

Bench Carpenter.....	7
General Bench Carpenter	8
General Improver (Wood Bench).....	8
General Woodworking Machinist	9
Glass Setter and Cutter.....	7
Lead Hand — Woodworking Machinist	11
Patternmaker	11
Plastics Fabricator	8
Plastics Repairperson	7
Woodworking Machine Shop Helper.....	3
Woodworking Machinist.....	7

AUTOMOTIVE MAINTENANCE GROUP

BUS MAINTENANCE & SHOPS DEPARTMENT

W.E.P. DUNCAN SHOP

Automotive Machinist	8
Automotive Technician	12
Automotive Welder	9
Automotive Wireperson	10
Batteryperson	7
Bench Fitter (Garage)	7
Coach Technician	12
Component Cleaner Operator	4
Dynamometer Operator	10
Electrical Automotive Repairperson	8
Electrical Bench Fitter	7
General Automotive Machinist	10

General Body Repairperson/Painter	10
General Machinist — Mechanic	10
General Maintenance Electrician	10
General Millwright.....	10
General Spray Painter	8
General Vehicle Glazer	5
Heavy Unit Mechanic	10
Janitor.....	2
Lead Hand — Heavy Units	11
Lead Hand — Janitor	3
Lead Hand Automotive Technician.....	13
Lead Hand Coach Technician	13
Lunchroom Attendant	2
Mechanical Serviceperson	7
Radiator Repairperson	7
Repair Mechanic — Duncan.....	10
Senior Electrical Automotive Repairperson.....	12
Serviceperson	4
Serviceperson Wheel & Tires	5
Shop Helper	2
Shot Blast Operator.....	3
Tire Changer	5
Tool Room Attendant	4
Unit Builder	8
Wheel Refinisher	5

BUS GARAGES/WHEEL-TRANS

Coach Technician	12
Combine Worker/Operator.....	3
General Body Repair/Painter	10
General Body Repairperson	10
General Spray Painter	8
Janitor.....	2
Lead Hand — Operating Garageperson.....	4
Lead Hand Coach Technician	13
Mechanical Serviceperson	7
Operating Garageperson	3

Serviceperson Wheels & Tires	5
Serviceperson	4
Steam Cleaner Operator	4
Truck Driver	3
Vehicle Dispatcher	4

PLANT MAINTENANCE GROUP

PLANT MAINTENANCE DEPARTMENT

ESCALATORS AND ELEVATORS

Escalator Checker	3
Escalator Mechanic	10
Escalator Mechanic's Helper	5
Maintenance Helper	4
Maintenance Improver	5
Maintenance Repairperson.....	7
Senior Elevating Devices Mechanic	11
Senior Escalator Mechanic	11

STATIONS & BUILDING SERVICES

Building Services—Subway

Building Serviceperson	3
Janitor	2
Lead Hand Building Serviceperson	5
Utility Janitor	3

Building Services—Surface/Landscaping

Building Serviceperson	3
Equipment Operator	5
General Painter.....	9
General Painter/Signage Maker	10
Grounds Maintainer	3
Janitor	2
Lead Hand Landscaper	7
Lead Hand Painter.....	10
Lead Serviceperson (Landscaping)	4

Lead Serviceperson (McBrien Building)	4
Lead Serviceperson (TCT).....	4
Painter	7
Painter’s Improver.....	8
Truck Driver/Utility Painter	5
Utility Janitor	3
Utility Painter.....	5

STATIONS/TUNNELS/BUILDING EQUIPMENT

Station Equipment

Asbestos Remover	4
Bricklayer.....	10
Carpenter’s Improver	9
Electrical Equipment Mechanic	9
Electrical Equipment Repairperson	5
Encapsulator – Asbestos Removal	8
Equipment Operator – Asbestos Removal	7
Fire Prevention Inspector	8
Fire Prevention Serviceperson	4
General Machinist	10
General Maintenance Carpenter	10
General Welder.....	9
Handyperson	8
Journeyperson’s Helper.....	3
Labourer.....	2
Lead Hand – Asbestos Removal	10
Lead Hand – Bricklayer	10
Lead Hand – Maintenance Carpenter	11
Lead Hand – Plant Repair Shop.....	12
Lead Hand Maintenance Mechanic	9
Lead Hand Maintenance	9
Machinist.....	8
Maintenance Helper	4
Maintenance Improver	5
Maintenance Mechanic (Millwright)	10
Roofer	7
Shop Welder	7

Tunnel Equipment

Chief Engineer – CNG Plant.....	7
Equipment Operator.....	7
General Painter.....	9
Heating Ventilating & Air Conditioning Improver.....	9
Heating Ventilating & Air Conditioning Mechanic.....	11
Labourer.....	2
Lead Hand — H.V.A.C. Mechanic.....	12
Lead Hand — Painter.....	10
Maintenance Mechanic (Heating).....	9
Maintenance Repairperson (Heating).....	5
Master Plumber.....	11
Plumber.....	10
Plumber’s Improver.....	9
Shift Operator – CNG Plant.....	7
Steamfitter.....	10
Steamfitter’s Improver.....	9
Truck Driver.....	3

REVENUE AND SECURITY EQUIPMENT

MAINTENANCE (RSEM)

Handyperson R.S.E.M.....	5
Revenue Equipment Analyzer.....	11
Revenue Equipment Mechanic.....	10
Revenue Equipment Repairperson.....	8

SUBWAY — TRACK AND STRUCTURE DEPARTMENT

Track Construction and Rehabilitation

Track Maintenance

Structural Maintenance

STREETCAR MAINTENANCE DEPARTMENT

Way

Equipment Operator.....	7
Form Work Carpenter.....	10
General Welder.....	9
Lead Hand Structural Rehabilitation.....	12
Lead Hand Structure Maintenance & Cleaning Crew.....	10

Lead Hand —Track Maintenance	9
Packer Truck Operator	3
Special Vehicle Operator.....	8
Structure Maintainer	5
Structure Mechanic	9
Structure Rehabilitation Vehicle Operator	8
Structure Repairperson.....	8
Track Maintainer	5
Track Maintainer Class 2	7
Track Mechanic.....	8
Track Patroller.....	9
Track Welder	8
Trackworker	3
Workcar/Crane Operator	8
Workcar Operator.....	7

MATERIALS & PROCUREMENT DEPARTMENT

Divisional Stores

Senior Storesperson	9
Storesperson	8

SERVICE PLANNING DEPARTMENT

Traffic Checker	3P
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SPECIAL CONSTABLE SERVICES

Security Attendant.....	2
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WHEEL-TRANS OPERATIONS — CUSTOMER SERVICE AND ADMINISTRATION

OFFICE, CLERICAL AND TECHNICAL

Accessible Services Clerk.....	5WT
Budget & Cost Clerk.....	9WT
Community Service Representative.....	9WT
Community Service/Reservations Support Representative	9WT

Dispatch/Reservations.....	11WT
Dispatcher	11WT
General Clerk	8WT
Marketing & Community Services Assistant.....	10WT
Project Support.....	12WT
Reservationist & Community Service Support Clerk.....	9WT
Reservationist.....	7WT
Service Support.....	12WT

APPENDIX E
AT WORK PROCEDURE
ABSENCE FROM WORK PROCEDURES

PURPOSE

The TTC, in order to provide safe, efficient, customer-focused transit service, requires a high standard of attendance from all employees.

Good attendance at work promotes improved service and reduces costs; in turn all employees and ultimately the community we serve are positively affected.

Attendance is an important factor in performance and is considered in performance appraisals and employment decisions, depending on the circumstances of the individual case.

The purposes of this procedure and the action guidelines are to:

- Promote communication between supervisors and employees concerning attendance at work;
- Assist employees to obtain medical, counselling or community services or to resolve work-related problems in order to maintain a high standard of attendance;
- Facilitate the accommodation of disability-related absenteeism; and
- Establish a common TTC-wide approach to dealing with absenteeism while allowing for individual circumstances.

It is intended that the day-to-day administration of these guidelines causes a change in the attendance of employees who are taking time off unnecessarily, or, through counselling and assistance are able to improve their attendance, while at the same time, ensuring that employees who are away from work due to illness, injury or disability receive the appropriate support. It is not intended to chase employees who are absent from work for lengthy periods due to serious medical problems, since such cases are normally under periodic review by Health Services for the purpose of monitoring treatment and progress.

GENERAL

Management/Supervisory Responsibilities

All managers and supervisors are responsible for creating and maintaining a healthy, safe and supportive work environment which is conducive to good attendance.

Specifically management/supervisory responsibilities include a requirement to:

- Demonstrate caring and interest in each employee's well-being;
- Ensure that all employees are aware of their obligations concerning attendance;
- Be flexible in accommodating requests for time away from work;
- Accommodate employees with disabilities by providing transitional work or other accommodation whenever possible. Accommodate employees requiring religious holy days by providing time off, vacation, or alternate arrangements. Every effort will be made to accommodate within seniority regulations. In cases where there may be an impact on seniority regulations, the case will be reviewed on an individual basis with the appropriate union representative, with the intent of seeking mutual agreement to resolve the case.
- Monitor each employees attendance record; review records with employees; recognize employees who have good attendance; initiate action when attendance is unsatisfactory as outlined under action guidelines; offer the Employee Assistance Program or other assistance as necessary;
- Establish and maintain regular contact, once every two weeks or as appropriate, with employees who are off and acknowledge employees on return to work.

Employee's Responsibilities

All employees have the responsibility to be at work on time as scheduled, unless there is an unavoidable and reasonable cause.

All employees are expected to strive to be at work every day by:

- Taking care of themselves, taking precautions against illness and seeking medical attention as necessary;

- Making every effort to live and work safely by following safety rules and practicing accident prevention, both on and off the job;
- Ensuring that minor ailments or inconveniences or other commitments do not prevent them from meeting job obligations;
- Accepting transitional work conducive with medical restrictions until able to carry out original job;
- Attending to non-emergency personal affairs and obligations outside working hours or making advance arrangements with the supervisor, where possible.

REPORTING ABSENCE AND CONTACT DURING ABSENCE

Employees who are unable to attend work have the responsibility to:

- Notify their supervisor or designate as early as possible prior to their start time. If the original call is received by an employee other than the supervisor, the supervisor may call back the absent employee. It is important that the supervisor and employee make contact early in the absence.
- Make the call themselves unless there are unusual circumstances.
- Advise of reason for absence and/or any change in status from original reason for absence (although not necessary to disclose nature of an illness); if work related or an occupational injury, provide supervisor with information requested.
- Give their anticipated date of return to work when they call. If this is not known, it must be provided as soon as the information is available.
- Maintain contact with their supervisor once every two weeks throughout a period of absence to provide updated information concerning their status and expected return to work. Any contact made by the supervisor with the employee will be considered as a contact for this purpose.

SUPPORT SERVICES AND FUNCTIONS

All regular employees are protected by sick benefit or short term disability plans which are designed to minimize earning loss during

absences due to illness or injury. Long term disability plans provide partial income replacement so that employees unable to work for extended periods of time do not suffer hardship.

Health care, drug and dental benefit plans are in place to assist in maintaining good health.

Counselling is provided to employees and their families for personal, family, or marital problems, drug or alcohol addiction or work problems through the Employee Assistance Program.

Advice may be sought on work practices and environmental conditions affecting employee health and safety through the Occupational Hygiene Section, Environmental Directorate, or the Safety Section, Safety and Security Department.

Referrals for treatment or rehabilitation to aid employees in recovery from illness or injury can be made through the Health Services section. Health counselling relative to disease and injury prevention is also provided.

Transitional work may be available to employees who are unable to carry out the duties of their current job.

Leaves of absence may be provided to employees to enable them to meet personal obligations.

Employees who feel their inability to attend work is because of harassment in the workplace (as defined by the Ontario Human Rights Code) or any other work problem are encouraged to bring forward their concerns to their Supervisor, or a representative of the Human Resources or Equal Opportunity Departments as appropriate, or a union representative in the case of unionized employees.

Role of the Human Resources Department

Managing attendance is departmental responsibility. The Human Resources Department provides support by:

- Providing advice and policy direction to managers/supervisors concerning problem or excessive absenteeism;
- Responding to employees concerns or questions regarding absenteeism;
- Managing disabilities through prevention, claims management, rehabilitation, and re-employment initiatives;

- Providing supervisory training;
- Developing plans, programs and policies to support departmental initiatives;
- Issuing various absence reports to management.

DEFINITIONS

Absence

Absence, within the meaning of the At Work procedure, is the time lost by not reporting for scheduled work as a result of sickness or injury, demand leave, or absence without leave. It does not include approved leaves of absence, bereavement leave, jury duty, maternity, paternity, parental or adoption leave, citizenship leave, or leave for union business or disciplinary leave.

There are two different forms of absence culpable and innocent. Innocent and culpable absence are viewed and treated differently. Culpable absence may be subject to discipline.

Innocent Absenteeism

Innocent absenteeism is generally defined as absence resulting from occupational or non-occupational injury or illness or other conditions beyond an employees control. Absenteeism is a concern for both management and union. Both parties want to be able to assist employees/membership in maintaining regular and consistent work attendance. However, where employee(s) is/are not able to attend work on a regular and consistent basis, said employees may be subject to dismissal on a non-disciplinary basis (except where this contravenes the Workers Compensation Act. Each situation will be reviewed on a case by case basis, prior to an interview with the employee, with the appropriate union representative with the intent of seeking mutual agreement to resolve the case. This does not preclude the union from following the normal grievance procedure.

Culpable Absenteeism

Culpable absenteeism is defined as failing to report for work when able to do so. It includes falsely claiming illness or injury as an excuse

for not reporting for work, being absent without leave, taking unsubstantiated time off, and while absent, undertaking activities which are contrary to medical restrictions or a treatment plan or working elsewhere, etc. Demand leave is also usually considered culpable absence.

ACTION GUIDELINES

Supervisors are concerned about all absences from work and will make contact with employees after these absences, welcoming them back to work, bringing them up-to date, etc.

Specific action points over a twelve month time frame are as follows:

Incidents	Action	Document in Employee File
4	Counselling;	Yes
5	Awareness of average attendance rate	Yes
6	Counselling; Awareness of average attendance rate; Consider referral for Health Assessment if appropriate	Yes

Action taken at this point depends on results of the Health assessment, should one be considered necessary. Following the health assessment the employee and supervisor meet to review results. If the employee is found to have a chronic medical condition, generally accommodation is made for the absences. Health Services monitors the employee's progress. If no ongoing medical condition is found, then, the employee is advised that improved attendance is expected.

The purpose of the At Work Health Assessment is to determine whether or not there is a medical reason for the absenteeism, whether any identified medical problems causing absenteeism are under control through medication or other means and whether the employees de-

partment can expect an improvement, deterioration or the same level of absenteeism in future. At Work Health Assessments are normally conducted by an Occupational Health Nurse. However, employees will be referred to the Medical Director when a medical complication requires medical intervention. The supervisor will provide a copy of the assessment to the employee and appropriate union representative.

All Health Services staff are governed by the same confidentiality guidelines that apply to the Medical Director.

# Incidents	Action	Document in Employee File
7	Consider conditions of continued employment; referral to EAP (may have been previously done); doctors' notes; counselling, if appropriate	Yes
Further incidents	Subject to conditions of continued employment; termination may result	Yes

# Accumulated Days	Action	Documentation
30	Counselling; consider referral for Health Assessment if appropriate	Yes

In cases where the supervisor is aware of the circumstances resulting in the absence, for example, in cases of known illness or an occupational injury, the supervisor may elect not to counsel the employee.

Occupational injuries are considered no-fault as far as the employee is concerned. An employee who suffers an occupational injury will not be asked to attend the At Work counselling interview that might normally be scheduled as a result of this incident or any subsequent recurrence of the same injury.

At each step, (providing the absences are innocent as earlier defined) a counselling approach is used. The supervisor expresses concern, offers assistance and advises the employee of support services available. Any work problems which may be affecting attendance are addressed. An action plan for attendance improvement is developed.

All counselling sessions must be documented and a copy provided to the employee and union representative as applicable. All counselling sessions must have a follow-up to review progress. Initial counselling sessions are generally conducted by the employee's immediate supervisor.

The above guidelines are appropriate in the event of innocent absence and when a number of incidents of absence are occurring. In the event of a lengthy absence, the supervisor and employee maintain contact throughout the absence, generally every two weeks. The disability is managed by the Health Services Section who establishes and maintains contact with the employee and their physician to discuss treatment, rehabilitation and transitional work.

Employees are not required to disclose information regarding the nature of their medical condition to their supervisors, although it may be volunteered. Supervisors are entitled to know the expected duration of the absence and medical restrictions, if any. Any information shared by an employee about the nature of an illness should be treated confidentially.

When absence is culpable, that is the employee should have and could have been at work but was not, normal disciplinary procedures are followed.

ACCOMMODATION OF DISABILITY

The TTC has a legal obligation to provide accommodation to employees who have a disability as defined by the Ontario Human Rights Code.

APPENDIX E-1

September 23, 1988

Mr. R.J. Thacker
Manager — Employee Relations
Toronto Transit Commission
1900 Yonge Street
Toronto, Ontario
M4S 1Z2

Dear Mr. Thacker:

This is to confirm that in the future Local 113 will seek to ensure that any Wheel-Trans work left open after all other options have been exhausted will be filled by Local 113 volunteers from the Wheel-Trans division.

Yours very truly,

Original Signed By:

C.B. Johnson

APPENDIX E-6

April 10, 1999

The Commission will review with Local 113 the drop vault verification system by June 1, 1999. The Commission agrees that if the accuracy of the process can be improved at reasonable cost, we will implement improvements as recommended by the parties.

This letter etc. as per other letter arbitrable.

This system:

- (a) will not result in any significant increase in cost;
- (b) will achieve the objectives of safety and security of employees and verifications and control of Commission funds;
- (c) will make efficient use of Commission resources.

Dated this 21st day of April, 1999

Original Signed By:

Gary Webster

General Manager – Operations

APPENDIX E-8

March 21, 2002

Letter of Intent – Recognition of Seniority

The parties agree that:

1. Local 113 members who transfer out of the Transportation Group to the Maintenance Group and then later return to the Transportation Group will be credited with their accumulated Transportation Group seniority only. “Transportation Group” includes the following sub-groups: Operators, Divisional Clerks, Station Collectors, Ticket & Information Clerks, Wheel-Trans Operators and Operations Clerks, Revenue Operations Clerical and Non-Clerical Groups.

For example: Member works in Transportation Group for 10 years, then in Maintenance Group for 2 years, then transfers back to Transportation Group. Member would be eligible to 10 years Transportation Group seniority.

2. Local 113 members who transfer out of the Maintenance Group to the Transportation Group and then later return to the Maintenance Group will be credited with their accumulated Maintenance Group seniority only.

For example: Member works in Maintenance Group 10 years, then in Operations Group for 2 years, then transfers back to Maintenance Group. Member would be eligible to 10 years Maintenance Group seniority.

APPENDIX E-10

April 1, 2008

Mr. L. Moore
Secretary-Treasurer
Amalgamated Transit Union, Local 113
812 Wilson Avenue
Downsview, Ontario
M3K 1E5

Dear Mr. Moore:

Subject: 4 Day 10 Hour Shifts

Within six (6) months of ratification of the Collective Agreement, the appropriate General Superintendents, and the respective Union Board Members, agree to meet to discuss potential areas of implementation of four (4) day, ten (10) hour shifts.

With regards to Maintenance Electricians at Greenwood Shops and Harvey Shop, the Commission agrees to reinstate their four (4) day, ten (10) hour shifts for the term of the Collective Agreements only.

Sincerely,

Original Signed By:

Scott Blakey
Executive Director of Human Resources

APPENDIX E-11

April 4, 2002

Mr. L. Moore
Secretary-Treasurer
Amalgamated Transit Union, Local 113
812 Wilson Avenue
Downsview, Ontario
M3K 1E5

Dear Mr. Moore:

Subject: Protective Vests – RSEM

Upon ratification of the Collective Agreement, the Commission agrees to a one time issue to all regular Revenue Equipment Repairpersons and Revenue Equipment Analyzers in Cost Center 05G3 and all regular Revenue Equipment Mechanics and Revenue Equipment Analyzers in Cost Center 05G1, of a protective vest at the Commission's expense. It is also agreed that when an employee leaves RSEM they will be required to return the protective vest for redistribution.

Sincerely,

Original Signed by:

Scott Blakey
Manager
Human Resources Department

40.98

APPENDIX E-12

April 6, 2002

Mr. L. Moore
Secretary-Treasurer
Amalgamated Transit Union, Local 113
812 Wilson Avenue
Downsview, Ontario
M3K 1E5

Attention Mr. Vince Casuti

Dear Mr. Moore:

Subject: Operator Collector Job Evaluation

This letter supersedes the letter of March 23, 1993 and any other agreement regarding retroactive pay as a result of any job evaluation under the current Job Evaluation Plan (“the Plan”).

The Union will be entitled to submit for evaluation for up to 10% of the total number of maintenance jobs per year. The Union does not intend to make the submissions at one time.

If the wage group of a job is increased as a result of a review under the Plan, the affected employee(s) will receive full retroactive pay for a retroactive period. The retroactive period will commence the first pay period after the day the Union has provided all required documentation for an initial review by the Human Resources Department. The documentation required from the Union is a letter setting out the appreciable change and the completed questionnaire.

All required adjustments and payments will be made within 90 calendar days of the final agreement or decision to increase the wage group of a job. The Commission will make these adjustments and payments as soon as possible within this time period.

The Union and the Commission have agreed to amend the Plan by adding a step of mandatory mediation prior to appointment of a referee under paragraph 5.0 of the Plan. Specifically, the Plan will be amended as set out in Appendix “A” attached.

The Union and the Commission have also agreed to meet within 90 calendar days of the date of this letter to discuss housekeeping changes to the Plan that may arise from this letter, review the benchmark jobs listed in the Plan and discuss any other revisions to the Plan that either party may consider appropriate.

The effective date of this letter and the amendments to the Plan is the date of ratification of the Collective Agreement in 2002. It does not apply to any submissions received to the date of ratification.

Sincerely,

Original Signed By:

Scott Blakey
Manager – Human Resources

Original Signed By:

Vince Casuti
President, A.T.U., Local 113

Appendix E-12-A
To Letter Dated April 6, 2002
Re: Amendments to Job Evaluation Plan

Job Evaluation Plan:

3.0 Establishing a New Job

....

- 3.10 If the Union submits a statement of dispute to the Manager of Human Resources, and if the reply from the Manager is unsatisfactory to the Union, the Union may, within 15 days, submit the matter to a mediator within 15 working days pursuant to Section 5. If the matter is not resolved with the Mediator, the matter may be referred to a Referee pursuant to Section 5.

....

5.0 MANDATORY MEDIATION AND REFEREE PROCEDURE

- 5.1 If the parties are unable to agree on job description and/or evaluation of the job and the matter has been submitted to the Manager of Human Resources in accordance with paragraph 3.10, the parties agree to submit the matter for mandatory mediation. The parties will jointly select a mediator. The mediator will determine the process in consultation with the parties. The cost of the mediator, including rates and travel costs, will be shared equally by the parties.
- 5.2 If the parties are unable to resolve the matter at mediation, an independent Referee, mutually agreed upon by the Union and the Commission, is to be appointed to resolve disputes between the Commission and the Union concerning description and/or evaluation of jobs referred to him/her for final and binding decisions.

APPENDIX E-17

October 1, 2001

Mr. L. Moore
Secretary-Treasurer
Amalgamated Transit Union, Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention: Mr. V. Casuti

Dear Mr. Moore:

Re: Wheel-Trans Accessible Service Plan

Further to the letter dated April 21, 1999, set out in the current Master Collective Agreement as Appendix E-3, this will confirm that the Commission intends to continue providing Wheel-Trans Service based upon the ongoing Accessible Transit Services Plan. As such, the parties recognize that Wheel-Trans will continue to use the current bus/accessible cab ratio to determine the level of bus service necessary to meet the trip demand. The parties agree that this letter of understanding will be considered to be part of the Master Collective Agreement until December 31, 2006 regardless of the term of the applicable Master Collective Agreement.

For the TTC

Original signed by
Scott Blakey
Manager
– Human Resources

For the Union

Original signed by
Vince Casuti
President/Business Agent
– ATU, Local 113

APPENDIX E-17A

Letter of Intent – Revised September 12, 2014

Wheel-Trans Modal Split

Further to the interest Arbitration award for the 2011-2014 collective agreement dated June 4, 2012, the letter of intent dated April 2, 2008 is hereby amended to reflect that sixty-two (62%) of the Wheel-Trans service is provided by taxicabs and the remaining thirty-eight (38%) is provided by Commission vehicles.

Dated September 12, 2014

Original signed by:

Bob Kinnear
ATU, Local 113

Gemma Piemontese
Toronto Transit Commission

APPENDIX E-18

MEMORANDUM OF SETTLEMENT

Between:

Toronto Transit Commission

(the “Commission”)

and

Amalgamated Transit Union, Local 113

(the “Union”)

WHEREAS the Union filed a Step 3 Policy Grievance dated February 25, 2003, regarding Supervisors performing work normally performed by bargaining unit members;

AND WHEREAS the parties, the Union and the Commission, agree that it is in their mutual best interest to amicably resolve and settle all outstanding issues regarding this grievance without further cost or further recourse to litigation, the parties agree to the following:

1. The parties agree that except as set out in paragraph 4 below, Supervisors will not operate subway trains in revenue service.
2. The parties agree that for trains scheduled to enter service from the Portal or Hostler where a member of a train crew fails to show (and there is no report person readily available), the train will not be operated in revenue service until sufficient train crews are available.
3. The parties understand that if necessary, as determined by the Commission, the train crew awaiting relief will be required and directed to continue in service for up to one full trip until a relief crew is obtained or Transit Control directs the train to operate into the yard. However, the parties will ensure that the applicable maximum hours of work rules will be complied with at all times, save and except for situations that meet the test set out in Section 19 (“Exceptional Circumstances”) of the *Employment Standards Act, 2000*.

4. The parties agree that the Commission will not use Supervisors to drive subway trains save and except under the following circumstances and at the Commission's discretion:
 - a) for Subway Operators to receive their breaks or to be relieved when a relief operator is unavailable; or
 - b) where a Subway Operator on the mainline must leave their assigned work.
5. Where Supervisors drive subway trains it will be for a maximum of one round trip.
6. The Commission agrees that it shall pay to the Union the gross sum of \$40,000.00 (Forty Thousand Dollars) in full satisfaction of any bargaining unit work performed by Supervisors prior to the entering into of this Memorandum of Settlement.
7. The parties further agree that Arbitrator Saltman will remain seized with respect to the implementation and enforcement of this Memorandum of Settlement.
8. In consideration of the foregoing, the Union hereby withdraws its Step 3 Policy Grievance dated February 25, 2003.
9. This Settlement is without prejudice to any other matter between the parties and shall not be referred to in any other matter between the parties.

Dated this 12th day of May 2004

[Original Signed By]

Manager, Human Resources
Toronto Transit Commission

[Original Signed By]

Director, Employee Relations
Toronto Transit Commission

[Original Signed By]

President/Business Agent
ATU, Local 113

April 10, 2005

Mr. Les Moore
Secretary Treasurer
A.T.U., Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention: Mr. B. Kinnear

Re: Contracting Out – Loops and E&C Projects

Dear Mr. Moore:

During negotiations, the Union expressed specific concern over excavation and concrete work associated with track rehabilitation being performed by Contractors on surface streetcar loops and stations. The Union stated that, at a minimum, the Commission's workforce should be performing infill and top concrete work within the track allowance on surface streetcar loops and stations.

The Commission will commit to placing infill and top concrete at surface streetcar loops and yards excluding City allowances. This excludes any work at or over subway stations. Commission workforce will be utilized beginning in 2006 and for the duration of the Collective Agreement.

Also during negotiations, the parties discussed the feasibility of Commission employees performing work associated with large projects managed by the Engineering and Construction Branch. Management will meet with the Union President and technical advisors at the early stages of the budget process to review work the Commission intends to manage through the Engineering and Construction Branch which is not normally performed by the bargaining unit members. As part of

the review, management will set out the requirements and schedule of the work. The parties will discuss whether bargaining unit employees can perform any of the work. After these discussions and once the Commission has made a tentative decision on the work, the Union will be notified in writing.

Sincerely,

[Original Signed By]

Scott Blakey
Executive Director – Human Resources
40-81

APPENDIX E-27

April 20, 2008

Mr. Les Moore
Secretary Treasurer,
Amalgamated Transit Union, Local 113
812 Wilson Avenue
Downsview, Ontario
M3K 1E5

Attention: Mr. Bob Kinnear, President

Dear Mr. Moore:

This will confirm that the Commission will not initiate any contracting out of Wheel Trans, bus, SRT, streetcar or subway service during the term of the current collective agreement unless otherwise agreed by the parties.

If a third party, including any level of government, causes a sale of business as defined by the Ontario Labour Relations Act (LRA), the successor provisions of the LRA, except subsection 69(11), will apply. The Commission will include this term in any contract for a sale of business in order to commit the purchaser to same.

This commitment expires on March 30, 2018.

Sincerely,

Scott Blakey
Executive Director
Human Resources
40.81

APPENDIX E-28

April 20, 2008

Mr. Les Moore
Secretary Treasurer,
Amalgamated Transit Union, Local 113
812 Wilson Avenue
Downsview, Ontario
M3K 1E5

Attention: Mr. Bob Kinnear, President

Dear Mr. Moore:

The union requested disclosure of any potential sale, lease, transfer or any other disposition of Commission business or operations.

The Commission is working with the provincial agencies to determine if there are efficiencies in public/private partnerships (“P3”). At this time, there has been no decision to move forward with a P3 relating to Commission business.

If you request, we will be please to meet with Union representatives for further discussion.

Sincerely,

Scott Blakey
Executive Director
Human Resources
40.81

APPENDIX E 29

April 1, 2008

Mr. Les Moore
Amalgamated Transit Union, Local 113
812 Wilson Avenue
Downsview, Ontario
M3K 1E5

Dear Mr. Moore:

Subject: Warranty Repair Work on New Buses

Upon ratification of the Collective Agreement, the General Superintendent – Bus Maintenance, and the respective Union Board Members, agree to meet, on a quarterly basis, to discuss any ongoing issues regarding warranty repair work completed by Contractor Daimler Buses North America (“DBNA”).

In the interim, the Commission is agreeable to the following upon ratification of the Collective Agreement:

- 1) The Commission shall be responsible for completing all warranty repair work (excluding any retrofit or inspection/test work performed by DBNA) on Orion buses performed on Commission property that is not the responsibility of DBNA’s subcontractors, unless the work is beyond the Commission’s ability to complete for reasons of workforce, equipment or facilities.
- 2) All DBNA employees responsible for completing repair work on Pre-Delivery Inspections shall have a Local 113 bargaining unit employee present.
- 3) The Commission will enforce its safety rules, and expect strict compliance by DBNA.

- 4) DBNA will not be permitted to use the Commission's parts, unless authorized by the Commission. If DBNA requires a Commission part, the Commission may supply DBNA with the part on the condition that a Local 113 bargaining unit employee will assist in the process.
- 5) DBNA will not be permitted to use the Commission's tools or equipment, unless authorized by the Commission.
- 6) DBNA will only ferry buses under warranty, and/or test drive buses for performance related purposes.

Sincerely,

Scott Blakey
Executive Director of Human Resources

APPENDIX E 30

A/ Dual Mode Streetcars

The Commission agrees to train Streetcar Operators, as required, who elect to be bus trained subject to the rules outlined below. Candidates will be canvassed in seniority order.

All current bus qualified Streetcar Operators may choose to remain bus qualified provided they comply with the requirements set out by the Commission's Training Department, and the rules outlined below.

- i) In cases where the streetcar lines are serviced by buses, the bus replacement work crewed will be dependent upon the number of Dual Mode Operators. Such work will be posted and signed at the Streetcar Division;
- ii) Bus replacement work must be filled by Operators who are identified as Dual Mode;
- iii) When posted crewed bus replacement work remains unsigned, the most junior Dual Mode Operator(s) will be forced to sign the remaining posted work;
- iv) Dual Mode Operators are required to report at the designated Bus Divisions;
- v) Any non-scheduled bus work that cannot be filled at the Divisional level by Dual Mode Operators may be offered to Bus Divisions; and,
- vi) Streetcar Operators who are trained to be bus-qualified for Dual Mode will be locked into Streetcars for a period of two years from the day of completion of initial training.

B/ Streetcar Dual Mode Sign Up Procedures

1. Planning and Workforce allocate Bus Divisions for full or partial replacement of streetcar routes.

2. Workforce requirements are decided for Streetcar and Bus Divisions, with streetcar Dual Mode workforce.
3. Bus replacement sign-up boards + crew guides are sent to Streetcar Divisions for streetcar Dual Mode Operators sign-up. The Shop Steward will check sign-up.
4. Bus replacement work is partitioned for streetcar Dual Mode Operators for sign-up.
5. The Board member will assign a Shop Steward to conduct the sign-up. The Shop Steward will be provided with one day, at the Commission's expense, to canvass in seniority order streetcar Dual Mode Operators assigned to Dual Mode operation.
6. Streetcar Dual Mode Operators are temporarily transferred to their new participating Bus Replacement Divisions for that Board Period.
7. When bus replacement or workforce requirements change for the following sign-up, all streetcar Dual Mode Operators will be canvassed in seniority order based on the new requirements.
8. When there are no changes to the bus replacement or workforce requirements no changes in Bus Division assignments will be allowed.

C/ Overtime for Dual Mode Operators

1. While temporarily assigned to the Bus Division, performing the bus replacement work, Dual Mode Operators will be able to perform overtime work at the Bus Division to which they are temporarily assigned seamlessly with the regular Bus Division operating workforce.
2. While temporarily assigned to the Bus Division performing the bus replacement work, Dual Mode Operators will be able to perform overtime work at their home Streetcar Division.

D/ Dual Mode Operator Performance and Absence Management

During their temporary assignment to the Bus Replacement Division, Dual Mode Operators' performance, training and absence (etc.) will be managed by the Bus Division in the same manner that regular Bus Division Operators are managed.

1. Open crews (Training/Sick/OI;, Culpable Absence/Disciplinary/Single Day Vacation/PLF/etc.) are to be managed/filled by the Bus Slip Clerk.
2. Dual Mode Operator's vacations are signed by Bus Division operators during board period sign-ups.
3. Dual Mode Operator Vacation Sign-up for the following year is to be conducted at their home Streetcar Division.
4. While on temporary Dual Mode reassignment, Discipline/Performance/Absence/Collisions/OIs are to be managed by the Bus Transportation Divisional Management Team (to Step 1).

G/ Holiday/Special Day Sign-ups

Releasing on Statutory Holidays will be managed according to current practices by the Bus General Day Clerk.

H/ Return to Streetcar Home Division

Dual Mode Operators will be returned to their Home Divisions for the board period after bus replacement ends in such a way that they sign for their work at their home division.

I/ Parital Board Conversion

Bus replacement work of less than a board period will be managed by the operating Bus Division without the use of Dual Mode Operators.

APPENDIX E-33

Letter of Intent: Apprentice Coach Technician Selection at Duncan Shops

This letter confirms our discussions in regards to the selection process for Apprentice Coach Technicians at Duncan Shop. As discussed, following the renewal of the Collective Agreement, the parties agree to abide by Article IV, Section 12 therein.

Effective Upon ratification.

APPENDIX E-34-a

Agreement Regarding the Amendment of the Collective Agreement between ATU, Local 113 and Toronto Transit Commission

1. The parties agree that the first sign-up selection at Queensway Division will commence at 10:00 AM.
2. The parties agree that the first sign-up selection at Mount Dennis will commence at 10:00 AM.
3. The Union agrees that the first sign-up selection at the remaining divisions will remain unchanged for the life of the collective agreement.

EFFECTIVE UPON RATIFICATION

APPENDIX E-34-b

April 11, 2008

Mr. Les Moore
Secretary Treasurer
Amalgamated Transit Union, Local 113
812 Wilson Ave
Downsview, Ontario
M3K 1E5

Attention: Mr. P. Prosser

Dear Mr. Moore:

Re: Mount Dennis Shuttle

As part of 2008 Collective Bargaining, the Union put forward proposals concerning Mount Dennis and Queensway: 1) the Commission provide shuttle service for the Mount Dennis Operators; and 2) the first sign-up selection at Mount Dennis and Queensway commence at 10:00 am.

Please be advised that the shuttle service for the Mount Dennis Operators is a management right and is therefore not negotiable. However, in the spirit of labour relations, I am prepared to provide shuttle service for the Mount Dennis Operators.

Sincerely

Signed by
Rick Cornacchia
General Manager – Operations

APPENDIX E-36

Agreement Regarding the Amendment of the Collective Agreement between ATU, Local 113 and Toronto Transit Commission

Letter of Understanding – At Work Program

The TTC and the ATU agree to meet within six months of the date of ratification to discuss the At Work Program and its effectiveness in reducing absenteeism.

Dated: May 8, 2014

Andy Byford
Toronto Transit Commission

Bob Kinnear
ATU, Local 113

Appendix E-37

May 7, 2014

Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention Mr. Kinnear, President

RE: Dress Code

In accordance with the agreement reached during collective bargaining, the following dress code will replace all existing regulations governing dress code. This appendix will come into effect upon the introduction of the new uniform.

General Appearance

Operating personnel are expected to report to work with polished footwear and their uniform cleaned and pressed. Operators must be generally well groomed and neat in appearance. Extreme styles of hair, beards, mustaches and make-up are not permitted.

Operators without beards and mustaches must be clean shaven. Hair-styles should not interfere with the safe operation of the vehicle or obstruct an Operator's vision (e.g. long hair pulled back and/or clipped and away from the eyes).

Operators will give preference to replacing worn and/or damaged uniform items when determining how to utilize their annual allotment of points under Article 1, Section 28 of the collective agreement.

When reporting for duty, operators must be in full compliance with the dress code.

Trousers

Operators will wear uniform trousers.

Shirts and Ties

Operators will wear either a golf shirt, short- or long-sleeve dress shirt.

Long-sleeve dress shirts must be worn with a tie. Ties are optional for short-sleeve shirts. When worn, ties are to be properly knotted and adjusted at all times.

Sleeves shall not be rolled and cuffs shall be buttoned.

Short-sleeve dress shirts can be worn with the top button undone when a tie is not worn.

Shirts must always be tucked into trousers.

Blazers

Operators who wear a blazer must also wear a dress shirt and tie.

Sweaters

Operators may choose to supplement any acceptable uniform configuration with a sweater, except when wearing a golf shirt.

Caps

Operators are encouraged to wear their uniform caps. Uniform caps are not to be altered in any way. No badges, buttons, etc. other than the TTC crest are permitted on the uniform caps. Caps must be worn with the peak facing forward.

Operators will have the option of wearing the uniform baseball cap with the brim curved appropriately and facing forward. Uniform baseball caps are not to be altered in any way. No badges, buttons, etc. other than the TTC crest are permitted on the uniform baseball caps. Uniform baseball caps will not be worn with the blazer.

Operators cannot supplement the cap with other forms of head gear (e.g. toque).

Jackets

Operators will be permitted to supplement their uniform with the “5 in 1” jacket in accordance with the weather.

Smocks

Smocks will only be worn by subway operators.

Smocks can be worn over any acceptable uniform configuration, except while wearing a blazer.

Footwear

Only conservative dress shoes or boot-type footwear with dark leather uppers and dark soles are permitted. Extreme styles and non-leather shoes, including sandals, sneakers, clogs, platform and high-heeled shoes are not permitted.

Footwear having a heel measurement of more than 1 inch (2.54 cm) or soles more than 3/4 inch (1.9 cm) are not permitted. Footwear shall not interfere with the safe operation of the vehicle.

Footwear worn while in uniform must be properly laced, polished and kept in good repair.

Winter or inclement weather footwear (e.g. goulashes, fleece-lined boots, rubber slip-ons) must be complimentary to the integrity of the uniform with respect to style, colour, etc.

Summer Seasonal Uniform Items

The following uniform items may be worn if the weather permits during the period of time from Easter Sunday to Thanksgiving Sunday.

Golf Shirt and Shorts

Operators may wear shorts and a golf shirt in lieu of trousers and a dress shirt. Socks must be worn while wearing shorts. Socks will be navy or black in colour and a minimum of ankle height. Operators will have the option of wearing the uniform baseball cap with the brim curved appropriately and facing forward.

Operators are responsible for supplying their own socks.

Winter Seasonal Uniform Items

The following uniform items may be worn during the period of time from Thanksgiving Sunday to Easter Sunday.

Accessories

Uniform scarf with any acceptable combination of uniform clothing items.

Toque or fur hat in lieu of cap.

Non-Uniform Accessories

Belts must be worn with uniform trousers and shorts. Operators must supply their own belts, which will be dark in colour, conservative in style, and complimentary to their footwear. Operators who cannot wear a belt can substitute suspenders for a belt. Where applicable, suspenders must be dark in color and conservative in style. Suspenders must be worn underneath a sweater, and cannot be worn with shorts.

Sunglasses are not permitted before sunup and after sundown. At all other times, Operators may wear sunglasses at their discretion. Sunglasses with a mirror-finished lens or those that obstruct an Operator's field of vision are not permitted. Subway operators are not permitted to wear sunglasses while operating in a tunnel.

Jewelry should be kept to a minimum and conservative in style. Large rings and earrings, and jewelry that otherwise negatively impacts the

safe operation of the vehicle, are not permitted to be worn. Similarly, wristwatches should be conservative in nature and not interfere with the safe operation of the vehicle.

Gloves may be worn during inclement weather but must be dark in colour, complimentary to the uniform, and must not negatively impact the safe operation of the vehicle.

No other non-uniform accessories will be permitted to be worn, including third-party clothing or accessories with the TTC logo or insignia.

Wheel-Trans Clerks

The following provisions are specific to clerks in the Wheel-Trans Department

Clerks must be dressed in appropriate office attire.

Males: dress pants and dress shirts are to be worn at all times.

Females: pant suits, dresses, dress slacks or skirt with tailored blouse or conservative sweaters are acceptable dress. High-heeled shoes are not acceptable.

Accommodation

This policy shall not erode the rights of any person to equal treatment and accommodation under the Ontario Human Rights Code. Every effort will be made to provide accommodation in accordance with the code, provided it does not violate the Occupational Health and Safety Act.

Dated this _____ day of May 2014.

Toronto Transit Commission

ATU Local 113

Appendix E-38

Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention Mr. Kinnear, President

RE: Removal from sign-up

Dear Mr. Morton:

Please accept this letter as confirmation of the agreement reached during collective bargaining regarding the removal of employees from the sign-up. Accordingly, employees who are absent due to illness will be removed from the sign-up in the following circumstance:

- 1) The employer is in receipt of medical information that an employee is likely to be absent for a period of 90 days or longer;
- 2) The employee has been absent for a period of 90 days or longer;
- 3) Any other circumstance in which the employer and the union have agreed to remove an employee from the sign-up.

When an employee has returned to work after being removed from the sign-up, the employee will be eligible to participate in the next sign-up in the event they do not take a further leave of absence due to the same illness within 30 days of their return to work date. The employer will provided work for the employee in accordance with the usual practice upon being declared fit to return to work.

Sincerely,

[Original Signed By]

Gemma Piemontese
Head of Human Resources
Toronto Transit Commission

Dated this 24th day of April 2014.

Gemma Piemontese
Toronto Transit Commission

Frank Grimaldi
ATU Local 113

Appendix E-39

Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention Mr. Frank Grimaldi

RE: Clerical Regulation Updates

Dear Mr. Morton:

Please accept this letter as confirmation of the agreement reached during collective bargaining regarding the following:

1. Amendments to the Clerical Regulations pertaining to the introduction of Temporary System Floater Clerks, as detailed attached.
2. The TTC agrees to pay clerical employees, who are required to work two (2) consecutive eight (8) hour shifts in a 24 hour period of time, with no rest, time and a half up to a maximum of eight (8) hours for the second shift. Where the second shift falls on a day deemed a statutory holiday by the TTC, time and a half premium will be paid on the first eight (8) hour shift, for up to eight (8) hours.

Sincerely,

[Original Signed By]

Gemma Piemontese
Head of Human Resources
Toronto Transit Commission

Dated this 7th day of May 2014.

Gemma Piemontese
Toronto Transit Commission

Frank Grimaldi
ATU Local 113

4.4.2.13 Temporary System Floater Clerks

- a) Establish Temporary System Floater Clerks. These Clerks will be utilized as Temporary replacement clerks at Divisions that have long absences and or long term leaves, providing their home Divisions are willing to release them. If their home division is unable to release them the next employee in the pool will be utilized according to Pool Seniority (first in, first out). For the purpose of this document long term absences/leaves are defined as a continuous period of 21 calendar days or 15 working days. The number of Temporary System Floater Clerks will be determined by the need of the divisions.
- b) Temporary System Floater Clerks may be used to cover all Divisional signing Clerical shifts, which come open. The Temporary System Floater clerks will not be allowed to fill any of the Non-signing shifts, including the Slip on weekends. If the shift they should be assigned to includes any of these Non Signing jobs, the normal regulations for filling such work will apply.
- c) When not assigned to cover absences, Temporary System Floater Clerks will be sent back to their home division and remain in the clerical pool.
- d) Temporary System Floater Clerks will assume the open shift at the division that they are assigned. If the use of the Temporary System Floater clerk commences in the middle of a board and the open shift was that of a clerk who is not the most junior in the division and their work includes any higher wage group shifts, the junior clerks within the division will be given the opportunity to assume this shift and the temporary System Floater Clerk would assume to resultant open shift.

- e) A minimum of 24 hours must be given when hours or location are changed, unless otherwise agreed upon between the District Office Supervisor and the Temporary System Floater Clerk. If detailed to a Spare shift the regular rules regarding detailing of spares will apply (please see section 4.4.2.7).
- f) Temporary System Floater Clerks will sign for vacations at their home Division based on their seniority with the Divisional Group.
- g) For the purposes of Statutory Holiday, sign-ups, the Temporary System Floater Clerks will be released.
- h) Under no circumstances will the Temporary System Floater Clerks be permitted to participate in a Divisional Clerical Board Period Sign-Up, they would take the resultant vacancy but cannot assume non-signing positions.
- i) Temporary System Floater Clerks shall be permitted to bid for overtime and will have a running total of overtime hours worked at the Division that they are assigned. These employees will be detailed according to established overtime rules and regs. They will be given a divisional average for the purpose of overtime allocation.
- j) The most senior qualified Pool employee (according to Pool seniority, first in, first out) must accept the Temporary System Floater clerk position and location providing they are released by their home division. If their home division is unable to release them the next senior employee in the pool will be utilized.

All selected vacation entitlements for the Temporary System Floater clerks will be honoured at the location they are placed.

Temporary System Floater Clerks placed at a location will assume the Open Shift.

- The Temporary System Floater Clerks will be guaranteed a 40 hour work week
- The off days will be determined by the shift they assume
- Once open clerical work has been identified the Temporary System Floater Clerk will assume the open shift until the clerk that was on long term absence returns
- The Temporary System Floater clerks will not be allowed to fill any of the Non-signing shifts , including the Slip on weekends. If the shift they should be assigned to includes any of these the normal regulations for filling such shifts will apply.
- All ESA guidelines and regulations will be followed.
- Temporary System Floater Clerks will be eligible to bid for open work on Statutory Holidays as overtime if the conditions above are met
- Any time that these employees spend as Temporary System Floater Clerks is not counted as part of their accumulated time for bidding purposes to non-signing positions

If a permanent position becomes available and the Temporary System Floater Clerk is the most senior in the pool (according to Pool Seniority), they must accept the position as per the Divisional Clerk Pool Regulations. The next most senior eligible pool employee will then be placed into the Temporary System Floater clerk position (if still required) providing their home division can release them.

The Temporary System Floater Clerks will not be canvassed to conduct the Operator/Collector Annual Vacation Sign-up.

The Temporary System Floater Clerk will sign their annual vacation at their home operating division.

The Temporary System Floater Clerks will not be utilized to fill long term absences at Revenue Operations or Wheel Trans.

Once the Pool employee is no longer required they will return to their home location and they will be placed on the Signed Slip, given two consecutive off days mutually agreed upon. They will be accommo-

dated to comparable work that they were performing prior to assuming the Temporary System Floater Clerk position with a minimum guarantee of 8 hours per day and not less than 40 hours per week, crew value will not be taken into consideration.

Employees must maintain their original qualifications (e.g. licence).

Appendix E-40

Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention Mr. Frank Grimaldi

RE: Sign- Up Regulations

Dear Mr. Morton:

Please accept this letter as confirmation of the agreement reached during collective bargaining regarding the following:

1. The Parties agree to meet outside of Collective Bargaining in order to update and sign-off Sign-up regulations which are reflective of any agreements reached over the years since last signed off.
2. The TTC agrees that payment for leave for Subway Operators to attend a sign-up shall not exceed two hours, although the actual leave may be longer.
3. The TTC agrees that the sign-up period for Collectors will be seven days.

Sincerely,

[Original Signed By]

Gemma Piemontese
Chief People Officer
Toronto Transit Commission

Dated this 7th day of May 2014.

Gemma Piemontese
Toronto Transit Commission

Frank Grimaldi
ATU Local 113

Appendix E-41

Agreement Regarding the Amendment of the Collective Agreement between ATU Local 113 and Toronto Transit Commission

This shall confirm the agreement reached during collective bargaining that during the life of the collective agreement the parties shall work to compile into one governing document, all agreements outside of the collective agreement with respect to Traffic Checkers.

Dated this 24th day of April 2014.

Original Signed by

Gemma Piemontese
Toronto Transit Commission

Original Signed by

Frank Grimaldi
ATU Local 113

Appendix E-42

Agreement Regarding the Amendment of the Collective Agreement between ATU Local 113 and Toronto Transit Commission

SHORTAGE ALLOWANCE – 2010

Cost Centre 4805

Employee	Employee Number	Total Allowance	Non Taxable Allowance	Taxable Total Payable	
Luis Hellmers	15592	\$ 240.00		\$ 240.00	
K. Karanakaran	53467	\$ 240.00		\$ 240.00	
Stan Nanton	12397	\$ 240.00		\$ 240.00	
Dave Wilson	14797	\$ 240.00		\$ 240.00	
William Cripps	13835	\$ 240.00		\$ 240.00	
Paul Fabok	55331	\$ 240.00		\$ 240.00	
Kevin O'Sullivan	21728	\$ 240.00		\$ 240.00	
William LeMay	13000	\$ 240.00		\$ 240.00	
Horace Huntley	23589	\$ 36.78		\$ 36.78	started Nov. 7/10
Adam Evelyn	57308	\$ 240.00		\$ 240.00	
Darren Wright	53844	\$ 36.78		\$ 36.78	started Nov. 7/10
Stephen McKeon	53903	\$ 168.56		\$ 168.56	started May 30/10
Karen Taylor	21866	\$ 234.90		\$ 234.90	left Oct. 31/10
Mark McIlroy	57760	\$ 126.15		\$ 126.15	
Total		\$2,763.17	\$-	\$2,763.17	

Appendix E-43

Agreement Regarding the Amendment of the Collective Agreement between ATU Local 113 and Toronto Transit Commission

May 7, 2014

Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention Mr. Frank Grimaldi

RE: Dual Mode Operators

Dear Mr. Morton:

Please accept this letter as confirmation of the agreement reached during collective bargaining regarding the following:

1. Appendix E- 30 will be refreshed for the current contract.
2. The parties agree to meet to discuss changes to Appendix E- 30, outside of Collective Bargaining, that may be of mutual benefit.

Sincerely,

[Original Signed By]

Gemma Piemontese
Head of Human Resources
Toronto Transit Commission

Dated this 7th day of May 2014.

Original Signed by
Gemma Piemontese
Toronto Transit Commission

Original Signed by
Frank Grimaldi
ATU Local 113

Appendix H

MAINTENANCE SENIORITY REGULATIONS

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JOB POSTING PROCEDURES

1. Notices of Job Vacancy are numbered in sequence and prefixed by the following letter designations denoting the Maintenance Group in which the original Established Vacancy(ies) exists:

Automotive Group – “A”

Rail Group – “R”

Plant Group – “P”

Materials Group – “M”

This number is shown on all job postings to which it relates. .

2. The originating maintenance group is responsible to provide a Notice of Job Vacancy to all Maintenance Groups.
3. Responsibility for completion of the Notice of Job Vacancy Filled forms rests with the group which had the original established vacancy. Other Maintenance Groups whose employees are involved must ensure that the necessary information is provided as soon as possible.
4. Each Maintenance Group is responsible for obtaining its own copies of Job Postings, etc. for posting in their group.
5. The forms shown below are available from Graphics Services:
 - Job Selection Form
 - Pre-bid Application Form
 - Notice of Job Vacancy
 - Notice of Established and Resultant Vacancies Filled
 - Automotive Job Vacancy Result Sheet
 - Pre-bid Cancellation Form
 - Job Change Requisition
 - Application for Transfer to Station Collector
 - 3-Month Pre-Bid Sheet – Bloor/Danforth Subway

- 3-Month Pre-Bid Sheet – Yonge/University/Spadina Subway
 - 3-Month Pre-Bid Sheet Labourers and Janitors
6. Three Month Pre-Bid Forms are ordered as required.
 7. Seniority lists are updated every month by the Human Resources Department which co-ordinates the distribution of these lists to the Maintenance Departments and to Local 113 Shop Stewards.

1.0 DEFINITIONS

1.1 Purpose

The following regulations outline the seniority status and rights of employees with respect to hourly-rated jobs under the jurisdiction of Local 113 in all Maintenance Groups, as from time to time defined by the Union and the TTC. Where this agreement uses the plural context, also includes the singular form as the case may be and vice-versa.

1.2 TTC Maintenance Department refers to any of:

- (a) Rail Cars & Shops Department
- (b) Plant Maintenance Department
- (c) Materials and Procurement Department
- (d) Rail Infrastructure Department
- (e) Bus Maintenance Department
- (f) Streetcar Department
- (g) Stations Department
- (h) Revenue Operations Department

1.3 Maintenance Group refers to any of:

- (a) Automotive Group: All Local 113 jobs in the Bus Maintenance Department (Garages & Duncan Shop).
- (b) Rail Group: All Local 113 jobs in Rail Cars & Shops (Subway Carhouses, Greenwood Shop) , Streetcar Department (

Surface Carhouses), Bus Maintenance Department (Harvey Shop) and Revenue Operations Department (RSEM).

- (c) Plant Group: All Local 113 jobs in the Plant Maintenance Department (Building Services, Facilities Building Equipment, Elevating Devices) Rail Infrastructure Department (Structure Maintenance, Subway/SRT Track), Streetcar Department (Track Maintenance – Surface), Stations Department (Station Services) and Industrial Security (Transit Enforcement)
- (d) Materials Group: All Local 113 jobs in the Materials and Procurement Department (Central Inventory Control, Distributed Inventory Control).

1.4 An Employee who is hired by the TTC will fall into one of the following categories:

- a) Regular – is a full time employee hired on a permanent basis who is either hired directly into or bids into a regular position.
- b) Temporary – is a full time employee with less than six (6) months of accumulated service hired for a term of employment which may fluctuate dependent on operational requirements and who does not hold a regular position or an employee who has been hired for a special project as noted in Section 11.5 (b). In all instances, employees holding Temporary positions must hold associate membership in Local 113.

1.5 TTC Seniority is the employee’s last date of entry with the TTC except where accumulated seniority applies.

- (a) TTC Seniority is used in determining which regular maintenance employees are to be laid off (cease to be employed by the TTC), an employee’s vacation entitlement and for other purposes as may be agreed to from time to time.

- (b) In the event of a lay off and recall, the employee's TTC Seniority date will be adjusted to reflect the lay off period as set out in Article I, Section 24 (Lay Off and Recall Policy – Seniority Upon Resumption) of the Collective Agreement.
 - (c) An employee's TTC Seniority remains unchanged for as long as the employee is retained on the Active or Inactive Payrolls of the TTC, regardless of any moves which the employee may make between jobs, shifts, locations, Maintenance Groups, or TTC departments.
- 1.6 (a) Maintenance Seniority is the date which a regular employee holds within the Maintenance Groups. It is the last date of entry into any Maintenance Group or where accumulated seniority applies.
- (b) In the event of a lay off and recall, the employee's Maintenance Seniority date will be adjusted to reflect the lay off period as set out in Article I, Section 24 (Lay Off and Recall Policy – Seniority Upon Resumption) of the Collective Agreement.
 - (c) Maintenance Seniority is used for:
 - i) Job Bidding
 - ii) Downgrading (in case of layoffs)
 - iii) Vacation Selections
 - iv) All other situations where Maintenance Seniority applies.
 - (d) In the case of more than one employee starting in the Maintenance Groups on the same day, seniority is determined according to the following sequence:
 - i) Date of entry to TTC
 - ii) Date of original application for employment
 - iii) Date of pre-employment medical examination
 - iv) Lowest employee number

- (e) Maintenance Seniority does not change when an employee transfers between Maintenance Groups.
 - (f) *Appendix E-8 of the Collective Agreement* will not apply to Employees who transfer to the Station Collectors' Group. Employees who transfer to the Station Collectors' Group shall continue to accrue Maintenance Seniority in the group from which they transfer. Upon subsequently returning to a Maintenance Group they shall retain their original Maintenance Seniority date. (Refer to Station Collectors/Operator Vacancies 2.0).
 - (g) The Seniority of employees returning from the Inactive Payroll is defined in Article 7.9.
 - (h) Employees who have a grievance with respect to their Maintenance Seniority should contact the Amalgamated Transit Union, Local 113, 812 Wilson Avenue, Downsview, Ontario, M3K 1E5.
- 1.7 (a) Temporary Seniority applies only to Temporary employees with less than six (6) months' accumulated service.
- (b) Temporary Seniority is the last date of entry into any Temporary Employee Group or where service has been broken by a period of less than one year and the employee involved did not refuse a recall to work, then the total working time with the TTC will determine seniority.
 - (c) Temporary employees who become regular employees in a Maintenance Department will be placed on the seniority list according to the definition of Maintenance Seniority.
 - (d) Temporary Seniority for purposes of layoff will be six months' cumulative service.

1.8 The interpretation of a night shift employee's off-days is as follows:

Example: Off Days Tuesday and Wednesday. The employee would finish work at 8:00 a.m., Tuesday, and not report for work Tuesday night and Wednesday night, but would resume work at 11:30 p.m., Thursday.

1.9 Location, shift, hours of work and/or off days can be defined as:

Various

- Can be applied to shift, off-days and/or location (any combination or all)
- 48 hours' notice to move; if less than 48 hours' notice, Article IV, section 2 of the Collective Agreement applies
- Used where changes are required due to seasonal work, project/S.W.I.S. work, awaiting training, etc.

Swing

- Can be applied to shift, off-days and/or location (any combination or all)
- Can only be moved to fill for absence due to sickness, vacation, occupational injury, bereavement, prearranged, family, emergency and demand leaves, training or AWOL
- No notice required to move, however, if less than 24 hours' notice provided, employees shall be paid at 1.5 times their basic rate of pay for the first shift only

As Per Schedule (APS)

- Fixed rotating schedule(s) not subject to change without elimination and reposting of position
- Schedules will be posted on a quarterly basis.

Pool

- May be moved to any shift and/or Cost Centre within within a specific work location for an unspecified period of time
- Pool Coach Technicians will be drawn first from 05H6, then 05H2 and lastly 05H1; Pool Coach Technicians will be drawn

from each section based on availability and seniority regulations

- 24 hours' notice to change shift when possible, no notice required to change Cost Centre

1.10 Pool vacancies are defined as positions which may be subject to re-assignment from one section to another section within a specific work location in order to meet operational requirements.

1.11 Prescribed training will be defined as any training, lasting more than 5 days but less than one year in length, that an employee must complete as a requirement of their job. Refer to Appendix J for job classifications that fall under this criteria.

1.12 Formal training will be defined as any training program that takes one year or longer to complete. Refer to Appendix J for job classifications that fall under this criteria.

2.0 STATION COLLECTOR/OPERATOR VACANCIES

2.1 Maintenance employees may bid at any time to be considered for vacancies in the Station Collectors' Group or the Operators' Group. Applications must be submitted on the approved form (See Appendix A).

2.2 Maintenance employees in good health who transfer to the Station Collectors' Group must remain in the Collectors' Group for one year. Maintenance employees may transfer to the Operators' Group pursuant to Article 1, Section 22: Probationary Period – Regulations Governing Transfer Between Maintenance and Transportation Departments (including Wheel-Trans).

- Interested employees may submit a job application form with a resume to Human Resources – Employment Services.
- The applicant must be in possession of a valid “G” licence and must be in good standing. The applicant’s driving record while employed with the TTC (if applicable) as well as his or

her overall record must also be in good standing for a minimum period of two years.

- An orientation session will be conducted by a Placement Specialist.
- The applicant will be subject to a Criminal Background Check pursuant to the agreement dated April 24, 2006.
- The application will be subject to a medical check to ensure fitness for the Operator's position and must also meet the medical requirements for the issuance of a class "C" licence.
- If the employee does not successfully pass the Operator training program he or she will be placed in the first resultant vacancy for which he or she is qualified.

Note: Interested employees in a Wheel-Trans Operator's position will be subject to the process outlined in Art. VI-II, s. 17 Common Seniority Provisions, Wheel-Trans Department Operations.

3.0 VACATION SELECTION

- 3.1 Maintenance Seniority shall be used in selecting vacation dates.
- 3.2 Selection of vacation dates shall be made at each work location from groups of occupational classifications on each shift or as otherwise agreed. The number of employees who may be away at any one time shall be as per Agreement and maintenance vacation regulations, or as agreed upon from time to time.
- 3.3 Employees who elect to delay their vacation selection until after the sign-up deadline cannot use their Maintenance Seniority to obtain vacation dates which have been selected by other less senior employees.
- 3.4 Should employees transfer to another job before taking their vacation, their original selection will be retained if possible; otherwise a new suitable vacation date mutually agreed upon will be arranged.

4.0 EMPLOYEES IN TRAINING

4.1 Employees in Formal Training Programs

- (a) Employees enrolled in formal training programs including Certs, Juniors, Apprentices, SVT's, LRVT's and Trainees are not entitled to bid for job vacancies or participate in Master Sign-ups or Bumps until completion of their training program. For the purpose of these provisions "Trainees" will be defined as employees enrolled in a formal training program that takes one year or longer to complete
- (b) Employees enrolled and classified as set out in 4.1 (a) above, must remain in the classification for which they received and completed their training for a period of 18 months. However, such employees may bid to higher classifications during this period.
- (c) Where employees enrolled in formal training program positions as set out in (a) with specified shift, location and off-days (other than various positions) have an opportunity to improve on location and/or shift and/or off-days within their current classification and mode, they will be allowed to bid for such improvement.

4.2 When it is necessary to select employees for any course, program or trade school, such selection shall be made by the Department Head and Local 113.

- a) Employees, who bid to a job which requires more than 5 days of prescribed training (as identified in Appendix J) to qualify, must remain in the classification for which they receive training for a minimum period of six (6) months. However, such employees may bid to higher classification during this period. These employees will be subject to Bumps and Master Sign-ups.

- b) Employees, who complete a formal TTC training program in order to qualify to bid to a job, must bid for available vacancies in the classification for which they have been trained. In the event that employees do not secure a vacancy through bidding, the TTC must canvass these employees in order of seniority. If no employee accepts the vacancy, the most junior employee will be forced into the vacancy.

4.3 Certain classifications will contain job specific Lock-in periods as mutually agreed between the TTC and Local 113, as set out below and which may be amended from time to time at the mutual agreement of the parties.

- a) Tie Tamper Operator will be subject to a 30-month lock-in period as agreed in the Memorandum of Agreement dated June 28, 2011.
- b) Asbestos Remover will be subject to a 3-year lock-in period as agreed in the Memorandum of Agreement dated January 14, 2014.

5.0 UPGRADING OF EMPLOYEES

5.1 The most senior applicant for a regular job vacancy will be accepted for a trial period, providing the employee has the necessary qualifications, ability and experience.

5.2 In cases of doubt as to the qualifications, ability and experience of an applicant for any vacancy, such cases will be discussed with the Board Member concerned before a decision is made. The senior applicant for any vacancy may appeal to the Department Head and be given a test if skill is involved. Such test shall be mutually agreed upon between the Union and the TTC.

5.3 During a period of not less than 7 and not exceeding 90 calendar days, the upgraded employees are on a trial period. This trial period may be extended if mutually agreed upon between the Union

and the TTC. If at any time during this period there is doubt as to the employee's ability to perform the job, the employee will be required to take and pass a skills test. The test will be developed by the TTC in conjunction with the Board Member. If at any time during this period the employees are found to be unsatisfactory, or request to be relieved of their new duties, they may be downgraded. (For details, see "Downgrading of Employees – During 7 to 90 Calendar Day Trial Period").

- 5.4 Employees' non successful completion of the trial period does not affect their chances of being considered in future upgrades.

Should employees upgrade, they will be subject to the following regulations:

Applicants should take care to bid only on those regular jobs they will accept and for which they are qualified because if a job is offered to the most senior qualified bidder, the employee must accept the vacancy; and

If within 7-90 calendar days, the employee later proves to be unsatisfactory on the grounds of qualifications, ability and/or experience and/or voluntarily requests to be removed from their position as set out in Section 6.5, the job will be re-posted and in situations where the employee proves to be unsatisfactory on the job, they may be reverted to the wage group they held immediately prior to the move. The applicant must then accept the first resultant vacancy for which they are qualified; and If there are no existing vacancies for which the employee can qualify, the employee may be laid off

6.0 DOWNGRADING OF EMPLOYEES AND EMPLOYEES WHO MOVE Laterally

- 6.1 In downsizing or lateral moves to jobs that are of a different type or vehicle mode, a trial period, as in upgrading, will apply. A move from a Repair Mechanic to a Mechanical Serviceperson,

for example, will not be subject to a trial period. A move from a Repair Mechanic to a Senior Stores Attendant, however, will be subject to a trial period.

6.2 During the 7-90 Calendar Day Trial Period

Should employees downgrade or move laterally, they will be subject to the following regulations:

Applicants should take care to bid only on those regular jobs they will accept and for which they are qualified because if a job is offered to the most senior qualified bidder, the employee must accept the vacancy; and

If within 7-90 calendar days, the employee later proves to be unsatisfactory on the grounds of qualifications, ability and/or experience and/or voluntarily requests to be removed from their position as set out in Section 6.5, the job will be re-posted and in situations where the employee proves to be unsatisfactory on the job, they may be reverted to the wage group they held immediately prior to the move. The applicant must then accept the first resultant vacancy for which they are qualified; and If there are no existing vacancies for which the employee can qualify, the employee may be laid off.

6.3 FOR ESTABLISHED VACANCIES

- (a) Regular employees can bid for any job vacancy they qualify for (regardless of wage group).

It is the responsibility of the employee to ensure all original documentation confirming education and skills is submitted to and is on file in the Training and Development Department, in advance of submitting a job bid. Upon receipt of educational qualifications & documentation, an Employee Educational Qualifications Documentation Receipt will be completed by Training & Development staff. The documentation will be attached to the Receipt form and a «Date

Received» will be noted on the form. The employee will receive the original copy. All such documentation will be updated in the employee's training record within 7 days of the «Date Received» as listed on the form.

Documentation on file with the Training and Development Department, as of the posting close date, will be used as the sole source for awarding of any positions. The Training and Development Department will post annually a notice reminding employees of their obligation to submit updated documentation regarding their education and skills.

- (b) When an employee bids to a position in a lower wage group on a regular job posting and is the successful bidder, no further moves will be made on the original posting; instead, a new posting will be made with the downgraded employee's job posted as the Established Vacancy for 7 calendar days.
- (c) New regular employees entering into the Maintenance Seniority Group are restricted to their original work location and classification for a minimum period of one year. However, such employees may bid to higher job classifications during this period. For the purpose of these provisions "New Regular Employees" will be defined as employees hired from the street or Temporary employees who have attained Regular status.

6.4 FOR DISCIPLINE

- (a) If an employee's performance is unsatisfactory and remains so after final warning and instructions from supervisory staff, the employee may be downgraded. In such cases, the downgrading employee may be moved to another shift, wage group, location or any combination of these.
- (b) Such employees may not bid for a vacancy in a higher wage group until a minimum period of six months has elapsed from the effective date of the downgrading.

6.5 VOLUNTARY JOB CHANGE REQUEST

- (a) When employees require a voluntary change in their working conditions and/or job classification for personal or compassionate reasons, they must make application on the form titled “Job Change Requisition” (see Appendix B). Employees making requests for temporary job changes less than three (3) months, where the request does not arise from an accommodation pursuant to the Ontario *Human Rights Code*, shall be the most junior employee for purposes of work selection and will not be eligible to perform overtime.
- (b) If the Department Head approves the application, the vacating employee’s job will be posted in the employee’s present Maintenance Group. The “Notice of Job Vacancy” (see Appendix C) will state:
 - That the posting is for voluntary change reasons, and
 - That it may be cancelled (after the usual interval) without making any employee changes if no bids are received which would produce a resultant vacancy suitable to the employee concerned.
- (c) If the posting results in a suitable vacancy, then the change will be made.
- (d) The vacating employees will only be offered those vacancies which fulfill the purpose of the Job Change Requisition. The Department Head will determine which vacancies fulfill the purpose of the application bearing in mind the employees’ qualifications, ability, experience and seniority in relation to other employees in the Maintenance Group, and their need for obtaining more suitable working and/or shift conditions.
- (e) If the vacating employees cannot be suitably placed and the posting is canceled, at least 90 calendar days must lapse before they can request that their job be re-posted.

- (f) The foregoing procedure will continue at the employees' request until they have been suitably placed. However, if a suitable vacancy should occur at any time, the employees will be moved and their job posted in the usual manner.
- (g) In certain cases of illness or accident whereby the employees are unable to perform their regular duties on a temporary basis, they may be offered a job which is compatible with their condition.
- (h) Employees granted a change of work, shift, or location for health reasons, are not permitted to transfer to another type of work, shift or location without clearance from the Occupational Health and Claims Management Section of the Human Resources Department.

7.0 JOB VACANCIES

The following language does not apply in the event of a Master Sign-up or Bump.

- 7.1 A vacancy exists when a job (which, in the opinion of the Department Head concerned, is necessary) is not being performed by any employee or by a sufficient number of employees to meet the needs of the Department.
- 7.2 (a) Regular Vacancies will be posted in all Maintenance Groups. The vacancy and all resulting vacancies will be filled from all Maintenance Groups with the senior qualified employee(s) (with the necessary ability and experience) being the successful applicant(s). All successful applicants will move with full Maintenance Seniority.
- (b) For posting purposes, regular vacancies will be classified as either established or probable vacancies (refer to Appendix C).

- 7.3 (a) The established vacancy shows the wage group, division and/or location, shift, hours of work and off days/nights, with the exception of established “APS” vacancies, which will show the wage group, and where possible, division and/or location, shift, hours of work and/or off days/nights. Where business needs dictate, the location, shift, hours of work and/or off days of established vacancies may be posted to include the following: “Various,” “Swing”, “APS”, or “Pool” as defined at Article 1.0 herein. In the case of Car-house vacancies, Wage Group 5 and above, and for all Automotive Group vacancies, it will indicate who performed the job previously. The vacancy will be filled by the senior, qualified applicant.
- (b) The TTC may post established vacancies as “Various,” “Swing”, “APS” “Pool” as defined in Article 1.0 herein. “Various” or “Swing”, “APS” or “Pool” positions in each of the Maintenance Departments shall not exceed fifteen (15) percent of the Regular Workforce.
- (c) The TTC may assign maintenance employees to report to specific construction/work sites based on project needs, in and around the City of Toronto. The TTC agrees to provide lockers and washrooms at these construction / work sites.
- 7.4 Procedure for Filling Regular Vacancies. Refer to Appendix – MSR-E. When it is decided to fill a regular job vacancy, the following is carried out:
- (a) A “Notice of Job Vacancy” is posted for 7 consecutive calendar days on all bulletin boards in all Maintenance Groups and wherever employees of those groups work, fully describing the established vacancy.
- (b) Employees bidding for any vacancy must do so on the Job Selection Form (see Appendix D). A Shop Steward or Board Member may submit a job selection form for an absent employee if authorized in writing by said employee.

Note: Temporary employees are permitted to bid on job postings after accumulating six (6) months temporary service, and only after regular employees' bids have been processed. (to include pre-bids). Refer to Article 11.0.

- (c) A Job Selection Form (Appendix D) may be submitted by employees prior to going on vacation and/or for employees absent due to illness or injury for bidding on all job vacancies posted in all Maintenance Groups, for use within the period the employee is absent. (Not to include employees on inactive payroll other than employees on maternity, parental or adoption leave). Job Selection Forms are valid for a maximum of 180 calendar days commencing with the first day of absence. Employees absent for more than 180 calendar days must submit a new form if they wish to be considered for vacancies which arise after the 180 day period.
- (d) In filling regular vacancies, (see Appendix – MSR) the established and probable resultant vacancies (if any) will be filled by the most senior bidding employee who has the necessary qualifications, ability and experience. All regular employees within the Maintenance Group may bid for any job for which they qualify (regardless of wage group).

Where there exists an actively employed senior temporary employee on the Temporary Employee List without a regular job, bids will not be accepted from Temporary employees who are junior in seniority, unless filling a skilled position. In such cases, the senior temporary employee with the necessary qualifications, ability and experience will be forced into the position.

- (e) A written record must be kept of the applications received, applicants interviewed and the reason for rejecting any unsuccessful bidders who have greater Maintenance Seniority than the employee who is finally selected. Such records to be retained for 180 days from the date the final selection is made.

- (f) When no suitable applications are received, the Department concerned will consider temporary employees as set out in Article 11.0, by forcing the most senior qualified temporary employee into the position. Should there be no qualified temporary employees, the TTC will post the vacancy through the Job Opportunity Program process.
- (g) Employees wishing to apply in advance for vacancies in any Maintenance Group must submit an application on the Pre-bid Application Form (see Appendix F). Such pre-bid applications may be submitted at any time under the following provisions:
 - i) Bids for established and/or probable vacancies take precedence over pre-bid applications.
 - ii) On December 31 each year, pre-bid applications are canceled and new pre-bids must be submitted if employees still wish to be considered for forthcoming vacancies.
 - iii) Applicants must accept the first vacancy for which they have submitted a pre-bid and for which they are qualified.
 - iv) Pre-bid applications may be canceled by employees at any time. Applicants should be sure to cancel, in writing utilizing the Pre-Bid Cancellation Form (see Appendix G) any pre-bids in which they are no longer interested, otherwise they will be forced to move.
 - v) A notice will be posted by the Human Resources Department in all Maintenance Groups, in December of each year, reminding employees of the pre-bidding regulations.
- (h) No employee will be permitted to bid on a job vacancy after the time limit for the job posting has expired.
- (i) Results of posting will be posted in all Maintenance Groups within ten days, wherever possible (see Appendices H(i) and H(ii)). Within 21 calendar days of the date of this posting,

employees will be moved according to the posted results. If the move takes longer than 21 calendar days, employees will be compensated at the higher wage rate where applicable.

7.5 PROBABLE VACANCIES

- (a) Probable vacancies are those which may result from filling the established vacancies. Full details of these probable vacancies are not known at time of posting.
- (b) In filling probable vacancies, any number of upgrades or lateral moves will be permitted. (A lateral move is one which does not result in a change of wage group).
- (c) In bidding for probable vacancies, employees must specify the general job classification, wage group, and the specific location, shift and off days for all positions they wish to be considered for. (e.g. Var(Shift) and \or Swg (Shift), Var (OD) and \or, Swg (OD)). Employees bidding for a “Pool” position must indicate “Pool” with the classification title.
- (d) Resultant probable vacancies for positions that are on day shift or allocated to any shift containing off days spanning a weekend (e.g. Fri\Sat, Fri\Sat\Sun, Sat\Sun, Sun\Mon, Sat\Sun\Mon) shall be posted as an Established Vacancy if such positions become vacant as a result of a Probable Bid, and there are no qualified applicants.

7.6 TEMPORARY VACANCIES

(Jobs lasting less than 180 Calendar days)

- (a) Temporary vacancies are those vacancies which result for the following reasons:
 - 1) To fill a vacancy in a regular job during a posting period;
 - 2) To increase the number of employees otherwise required on a particular job in order to cope with a special temporary condition;

- 3) To fill a new job which has been established on a ladder chart to cover a special temporary condition;
 - 4) To fill a temporary vacancy which may subsequently occur as a result of 1, 2 and 3 above
- (b) Whenever possible, temporary vacancies will be filled from within the particular work location in which they occur and will not be made available to employees in other work locations.
- (c) Regulations Governing Temporary Vacancies for Specified Trade Classifications are as follows:
- i) Trade Classifications covered:
 - Coach Technician
 - General Body Repair Person/Painter
 - General Maintenance Carpenter
 - Plumber
 - Bricklayer
 - Steamfitter
 - General Painter
 - ii) Temporary employees filling temporary vacancies in the above trades who are at the top of the temporary seniority list when a regular vacancy in a maintenance department for which they would normally be eligible is being filled by Human Resources Department, are made regular effective immediately.
 - iii) The temporary vacancy (if any) thus created is then posted system wide for a period of 7 calendar days. Only regular employees are eligible to bid. The most senior bidding employee who has the necessary qualifications, ability and experience will be accepted.
 - iv) Resultant vacancies will be filled on a temporary basis in accordance with the Seniority Regulations.

- v) On the termination of the original temporary vacancy, all employees affected will revert to their original positions. Where the successful bidder on the original temporary vacancy was the senior temporary employee who was made regular as per (ii) above, the employee will be transferred to the regular job which initiated the process. If the employees are subsequently unable to qualify, or fail to satisfactorily complete the 7-90 day trial period, their job will be posted and they will be required to accept the first resultant vacancy for which they qualify within their maintenance group. If there are no vacancies for which they qualify, they will be laid off.
- (d) Subject to the exception outlined below at Section 7.6(e), temporary vacancies will be filled by posting at the work location or by canvassing suitably qualified employees at the work location by seniority (highest to lowest) in the following order:
- 1) Senior qualified employees who can be spared and who are in the same wage group as the temporary vacancy;
 - 2) Senior qualified employees who can be spared and who are in wage groups higher than that of the temporary vacancy with no loss of pay;
 - 3) Senior qualified employees who are in wage groups lower than that of the temporary vacancy and who can be made available (possibly through backfilling).

If this process does not result in an employee accepting the temporary upgrading, the most junior qualified employee will be forced to the temporary upgrading. If this becomes necessary, the most junior qualified employee will be selected by the following process:

- 1) The most junior qualified employee on the same shifts and with the same off days as the temporary vacancy.

- 2) This section applies only within the Rail Cars and Shops, Bus Maintenance and Streetcar Departments. If, in the opinion of the Department Head or Department Head's designate, there is an urgent need to fill the temporary vacancy, or the short duration of the vacancy precludes hiring a temporary employee to perform the duties and no junior qualified employee is available from within the same shift and off days as described in (1) above, other similar work locations will be canvassed for a volunteer and failing that, Union and Management will jointly agree on the selection of a junior qualified employee to fill the temporary vacancy. In the event that there are no qualified employees within the particular work location, the temporary vacancy will be filled by posting or, when mutually agreed, then by hiring directly from the street. When circumstances deem it necessary, the foregoing may be changed if it is mutually agreeable to both parties.
- (e) Employees with a valid Certificate of Qualification as an Auto Body and Collision Damage Repairer issued by the Ontario Ministry of Training, Colleges, and Universities, or a valid Certificate of Qualification as an Automotive Painter issued by the Ontario Ministry of Training, Colleges and Universities, who apply for temporary vacancies shall always be spared, following the same ordering as noted in Section 7.6(d) above.
- (f) If a temporary transfer to a regular job or a temporary job (excluding those held by students, other seasonal employees and employees working on agreed to special projects), lasts for more than 180 calendar days, then it must be considered as a regular vacancy and posted for applications; this does not necessarily apply to transfers resulting from the replacement of disabled employees. If it is decided to make the temporary vacancy or job regular at any time during the 180-day period, the job will be posted and filled in the usual manner.

- (g) When employees are on loan or temporary transfer from one job to another due to workload and/or qualifications to do a specific job, the period of time shall not exceed 180 calendar days unless mutually agreed. Employees, upon completion of the specific job, shall return to their original job and classification, shift and location and off days that they held prior to the date of the temporary loan and/or transfer.
- (h) Regular employees who are temporarily transferred or placed on temporary jobs are eligible to bid for any posted vacancy on the basis of their seniority, qualifications, ability and experience.

Note: Employees are not permitted to move from one job to another except as a result of being selected to fill a regular or temporary vacancy in accordance with the procedures outlined above.

7.7 POOL VACANCIES

- (a) Vacancies designated as “Pool Vacancies” will be posted across all Maintenance Groups.
- (b) Applicants for pool vacancies will only be accepted after they have been assessed to determine if they are suited for the particular vacancy.

7.8 Employees holding pool vacancies must bid on established or resultant vacancies for which they are qualified; otherwise, they will be forced to accept the first suitable vacancy. The forcing of employees will commence with the most senior pool employee. If they refuse to move, their employment will be terminated.

7.9 EMPLOYEES WITH PERMANENT MEDICAL RESTRICTIONS

- (a) Employees with permanent medical restrictions resulting from illness, non-occupational or occupational injury will

be accommodated in their regular job or in an alternate job, where possible, using the procedures outlined in Item (c) below and Sections 7.10 and 7.11. The Union and/or Management may request that the employee submit to an independent medical examination conducted by an independent medical consultant mutually agreed upon between the Union and the TTC to determine the extent of the disability and the medical restrictions. In determining the employee's fitness to perform their regular or any alternate work, the Consultant's opinion of the employee's physical or mental condition shall be the predominant factor to be considered by the TTC. If after the Consultant's report is received, it is determined that the medical restrictions are not permanent, the provisions of the Transitional Work Program will apply. If the restrictions are permanent but the employee is capable of working in a regular job, the provisions in Items (b) and (c) below and Sections 7.10 and 7.11 apply.

- (b) All employees who are off work through injury or illness have their seniority rights and other privileges protected pending their return to work. Employees will retain their original Maintenance and TTC Seniority. Employees granted a change of work, shift, or location for health reasons are not permitted to transfer to another type of work, shift or location without clearance from Health Services.
- (c) Employees with permanent medical restrictions are required to participate in the search for a suitable job by bidding for those jobs in which they can perform the essential duties either with or without reasonable accommodation. A suitable job is one that meets the medical restrictions of the employee and for which they are qualified. Employees who bid for or select jobs they are unable to perform will have their position posted and they will be placed in the first resultant vacancy for which their seniority and qualifications permit and in which they are capable of performing the essential duties.

7.10 EMPLOYEES RETURNING AFTER SHORT TERM ILLNESS OR INJURY

- (a) Employees who are able to return to work after a short-term illness (i.e. prior to qualifying for long term disability benefits) or after an occupational injury, will return to their regular job, either with or without reasonable accommodation, if they can perform the essential duties of their job. Those employees who were transferred to replace them on a temporary basis are to be moved back to their former occupations in the reverse order of the original moves.
- (b) Employees unable to do the essential duties of their regular job because of illness, even after reasonable accommodation, are required to bid for/select a suitable vacant job in their Maintenance Group at the time they are cleared to return to work by Health Services. If no suitable job is available in their Maintenance Group, they will have their position posted and they will be placed in the first resultant vacancy for which their seniority and qualifications permit and in which they are capable of performing the essential duties. This may involve transferring them to another Maintenance Group or *other* TTC Department to fill a suitable vacancy. On the basis of the health assessment, the Department Manager and the Local 113 Representative concerned will determine the type of work (if any) which the employee is capable of performing.
- (c) Employees unable to do the essential duties of their regular job because of an occupational injury, even after reasonable accommodation, shall be treated in accordance with the provisions of Ontario Human Rights Code and are subject to the re-employment provisions of the Workers Safety and Insurance Act.

7.11 EMPLOYEES RETURNING FOLLOWING APPROVAL OF THEIR LONG TERM DISABILITY CLAIM

- (a) Employees able to return to work during the initial two years of their LTD claim period (i.e. prior to “definition change”)

are to be returned to their previous job classification, with or without reasonable accommodation, if they are able to perform the essential duties. If their job has been filled on a regular basis, they are required to bump to get their previous job back. If they are unable to do their previous job, even after reasonable accommodation, they will be placed in a vacancy for which their seniority and qualifications permit and in which they are capable of performing the essential duties as described in Section 7.10 (b).

- (b) Employees able to return to work after two years of their LTD claim period (i.e. after “definition change”) may return to their previous job classification, with or without reasonable accommodation, only if a vacancy exists. If a vacancy does not exist or if the employee is unable to do their previous job classification, even with accommodation, the employee will be placed in a suitable vacancy for which their seniority and qualifications permit and in which they are capable of performing the essential duties.

7.12 The Union Officials concerned are to be kept fully informed of all necessary details concerning cases described in Section 7.9, 7.10 and 7.11.

7.13 MOVEMENTS WITHIN WAGE GROUPS

The TTC reserves the right, at any time, to temporarily assign an employee to any job within the employee’s wage group, and shift, when, in the interests of the work of the department, it is deemed necessary or desirable. Selection will be made as mutually agreed. A full explanation as to the reason for such moves will be given to the employees involved, the Shop Steward and the appropriate Board Member.

7.14 TRANSFER OF WORK

- (a) **New Locations** – (i.e. a brand new garage or shop location for which no counterpart presently exists) When work is

transferred in whole or in part from an existing location to a new location resulting in a reduction of employees at the original location; the following procedure will apply:

- i) Special notices will be posted at least 21 calendar days in advance in all locations of the affected Maintenance Group explaining the classification and number of jobs to be reduced at the original location and to be created at the new location.
 - ii) Special job vacancy notices will be posted in the affected Maintenance Group. The vacancy notices will specify that they are new jobs created by a job transfer. They are to be posted for 7 calendar days and established vacancies only are to be filled.
 - iii) Vacancies created by the special posting will then be posted as regular vacancies and the regulations concerning such postings will apply.
 - iv) If at any time during the above procedure any redundant job is vacated, that vacancy will not be filled and the job posting will end at that point.
 - v) If the postings do not absorb all surplus employees at the work location losing the work, then these employees will be placed in the final resultant vacancies providing wage group and shift can be maintained, otherwise they will have the right to bump in order of Maintenance Seniority to jobs for which they have the necessary qualifications, ability and experience.
- (b) **Existing Locations** – When a section or subsection moves from one location to another location (including situations where a facility is closed down and the work transferred in whole or in part to other locations and/or Maintenance Groups), the jobs and its employees shall move with the work.

8.0 LAYOFFS

- 8.1 A layoff is defined as a reduction in the total number of employees within the Maintenance Group.
- 8.2 Layoffs from the TTC of employees with Temporary Seniority will be in reverse order of seniority.
- 8.3 Employees falling into the above category, who are subject to layoff, will be assessed by the Human Resources Department to determine if they are suitable for placement in temporary jobs which are available in other seniority groups within the TTC. If the employee is not suited for other work or if the employee fails to qualify, then the employee will be subject to layoff regardless of seniority. Notwithstanding the foregoing where the employee subject to layoff could only be placed in a job known to last one month or less, the employee will be subject to layoff.
- 8.4 Jobs occupied by students will not be affected by the foregoing.
- 8.5 For Recall Procedure, refer to Article 1, Section 24 of the Agreement.

9.0 BUMPING/MASTER SIGN-UP

- 9.1 When forty (40) or fewer employees suffer a loss of shift, location, off days or job classification within a Maintenance Seniority Group as a result of transfer of work, position redundancy, or lay-off, a Bump will take place. If over forty (40) employees, a Master Sign-Up will occur. Employees suffering such a loss have the right to bump any employees who are junior to them by Maintenance Seniority, provided they have the qualifications, ability and experience to do the job. It is understood that regular employees will be given preference over temporary employees (not students) at the time of lay-off provided the regular employee is qualified for the job.
 - (a) Bumping/Master Sign-Up will take place first in the respective Maintenance Group being affected and the employ-

ees displaced from that Maintenance Group have the right to bump any employee junior by Maintenance Seniority in another Maintenance Group providing they are qualified to do the job.

- (b) No employee shall be allowed to bump/sign-up into another Maintenance Group while there is a regular job (filled by a regular or temporary employee) available in their own seniority group for which they are qualified and have the seniority to obtain.
- (c) All selections will be final and the employees will be attached to their new Maintenance Group.
- (d) In the case of a Bump/Master Sign-Up which results in an employee(s) ceasing to be employed within the Maintenance Group(s) as a whole, specific details as to the employee(s) finally displaced will be mutually agreed between the Union and Management at the time.

9.2 BUMPING/MASTER SIGN-UP PROCEDURE

- (a) Local 113 will be notified at least two (2) weeks in advance or sooner, if possible, of a proposed Bump or Master Sign-Up. Union and Management representatives will jointly handle all Bumps/Master Sign-Ups.
- (b) A Bump/Master Sign-Up will begin starting with the senior displaced employee. A seniority list showing jobs, classification, location, shift and off-days of all the Maintenance Group affected by the Bump/Master Sign-Up must be posted throughout the Maintenance Group, with copies to Local 113, at least five (5) weeks in advance of the Bump/Master Sign-Up. For the purposes of a Master Sign-Up, a list of available jobs, classification, location, shift and off-days will also be provided.
- (c) When the reduction of employees in a Maintenance Group is from 1 to 5, the following procedure will be followed:

Local 113 will be notified as soon as possible after the need for a bump is recognized. The appropriate Seniority List as referred to in Section 9.2 (b) will be posted immediately. The positing period in advance of the bump is to be agreed by Local 113 and Management and will not exceed 5 weeks.

- (d) Any changes to the seniority lists will only be considered during the first two (2) weeks of the posting period referred to in Section 9.2. (b). It is the employee's responsibility to check their seniority date for accuracy and to report any discrepancy immediately to their Union Representative or Supervisor.
- (e) Disabled employees on jobs for compassionate reasons (as defined by Maintenance Seniority Regulations) and Juniors, Apprentices and Trainees (as set out in Section 4.0) cannot bump and will not be bumped.
- (f) For the purposes of a Bump/Master Sign-Up, all current job vacancies must be posted in the Maintenance Group affected prior to Item (b). Vacancies, if posted, will not be awarded to employees from outside of the Maintenance Group affected prior to the Bump/Master Sign-Up being completed. End resultant vacancies will be made available during the Bump/Master Sign-Up for selection within the group affected. If any end resultant vacancies remain upon completion of the Bump/Master Sign-Up, they will be made available through the posting process as set out in Section 7.0.
- (g) A special pre-selection sheet will be made available for employees who, for any reason, will not be present / available during the Bump/Master Sign-Up.
- (h) Each employee will be given up to a maximum of eight (8) hours to be notified of being bumped, and from the time of notification, will be given up to a maximum of one (1) hour to make a selection for a Bump. In extenuating cir-

cumstances, at the discretion of the Management and Union representative conducting the Bump, this period may be extended up to two (2) hours. For a Master Sign-Up, employees will be scheduled to sign up at a rate of at least six (6) employees every thirty (30) minutes.

If an employee is not present / available during the Bump/ Master Sign-Up, or refuses to bump/sign-up, and no pre-selection sheet has been submitted, then the Union representative will make the necessary job selection.

- (i) It is the responsibility of the employee to ensure all original documentation confirming education and skills is submitted to and on file with the Training and Development Department as set out in Section 6.3 (a).

Documentation on file with the Training and Development Department, in advance of the start of the Bump/ Master Sign-Up, will be used as the sole source for determining an employee's qualifications for selection of any position. If an employee selects a job where their qualifications are in doubt or where a skill test or training is required, they will be permitted to select and the Bump/ Master Sign-Up will continue. However, such employees will be advised that, upon completion of the Bump, if they are found to be unqualified or fail the skill test or training, then their job will be posted and they will be forced to bid on any resulting vacancy for which their seniority and qualifications permit. Employees who move as set out herein will be subject to the appropriate 7 to 90 calendar day trial period.

- (j) If the employees are subsequently unable to qualify, or are found to be unsatisfactory during the 7 – 90 day trial period, their job will be posted and they will be required to accept the first resultant vacancy for which they qualify within their Maintenance Group.

- (k) Once a Bump/Master Sign-Up has started, it may not be stopped by either party, unless mutually agreed by both the Management and Union Representatives conducting the Bump/Master Sign-Up. Any issues in dispute which arise and which cannot be resolved during the Bump/Master Sign-Up will be addressed by the parties upon completion of the Bump/Master Sign-Up.

10.0 REGULATIONS APPLYING ONLY WITHIN THE PLANT MAINTENANCE GROUP

10.1 THREE-MONTH PRE-BIDDING FOR WAGE GROUPS

- (a) Vacancies in Wage Groups 2 and 3 across all maintenance groups will not be posted as Established Vacancies for applications. Instead, employees may submit three month pre-bids (issued at regular three-month intervals) for possible vacancies they wish to be considered for, over the following three-month period.
- (b) Notices will be posted four times a year on all bulletin boards of all Maintenance Departments. The posting period will be for 7 calendar days. Employees who wish to pre-bid for such possible vacancies must do so on the forms provided (See Appendices I(i), I(ii) and I(iii)). The completed forms will then be filed in the Human Resources Workforce Planning Section Office in the order of Maintenance Seniority of the bidding employees. All such forms will be destroyed at the end of each three-month period and new bids will be accepted for the next three-month period.
- (c) When Established and Resultant Vacancies occur in Wage Groups 2 and 3 positions, they will be filled by selecting the most senior qualified employee who submitted pre-bid forms for the vacancies which come open. Bids will not be accepted from employees who are junior in seniority than a more senior temporary employee who does not hold a regular position. In such cases, the senior temporary employee

with the necessary qualifications, ability and experience will be forced into the position.

- (d) Results of the Three (3) Month Pre-Bidding process are to be posted as soon as possible.

NOTE: Applicants temporarily filling vacancies in the above classifications must submit a pre-bid form for the following three-month periods if they wish to be considered should their temporary job become available on a regular basis.

- (e) Employees who are off due to illness or injury during the full pre-bid posting period will be permitted to submit pre-bid sheets for the current three-month period within 7 calendar days of their return to work. In addition, submitting of pre-bids to be permitted in advance of going on vacation and/or extended leave of absence in those cases where the employee would be absent during a full pre-bid posting period. It will be the responsibility of the employees to submit the pre-bid sheet.
- (f) Any increase in established job classifications and/or increase in workforce shall be posted via special notice.
- (g) The posting shall be filled according to the Maintenance Seniority Regulations in effect at the time.
- (h) The completed pre-bid sheets will then become the first source of filling all resultant vacancies in Wage Groups 2 and 3 positions across all Maintenance Departments.
- (i) Applicants who fill vacancies as a result of their successful submission of a pre-bid form will be entitled to re-submit a bid form if they wish to be considered for other vacancies for the balance of the particular period involved.
- (j) Employees may submit any or all sheets which can be obtained upon request to their Foreperson\Supervisor and it is

important that sheet/s be completed carefully, by the employees, in ink.

- (k) It is essential that the completed sheet/s be returned to their Foreperson/Supervisor who will enter the date submitted and sign before separating copies. The original is to be returned to Human Resources Department – Workforce Planning Section and duplicate copy (white) must be retained by the employee.
- (l) Originals and copies which are individually completed will not be accepted.

11.0 TEMPORARY EMPLOYEES

11.1 Persons hired as temporary employees will be designated to one of the following Departments as determined by the Human Resources Department at the point of recruitment:

- Rail Cars & Shops Department
- Plant Maintenance Department
- Materials and Procurement Department
- Rail Infrastructure Department
- Bus Maintenance Department
- Streetcar Department
- Stations Department
- Revenue Operations Department

Temporary employees may bid on regular postings after accumulating 6 months temporary service. However, bids will not be processed from employees who are junior in temporary seniority to the senior temporary employees who does not hold a regular position.

11.2 If after following the “Procedure for Filling Regular Vacancies” as set out in Section 7.4, and no suitable applications are received, the Department concerned will offer the vacancy to the

most senior qualified temporary employee on the Temporary Seniority List as set out above. When a temporary employee is offered a regular vacancy, it must be accepted, otherwise, the employee concerned will be released from the TTC. If the above process does not result in the vacancy being filled, a new employee will be hired from the street.

11.3 If after following the procedure for filling “Pool Vacancies” a pool vacancy remains unfilled, the Department concerned will offer the vacancy to the most senior qualified temporary employee on the Temporary Employee List who meets the necessary qualifications as set out in the job description. Where a temporary employee is offered a vacancy, it must be accepted, otherwise, the employee concerned will be released from the TTC. Should there be no employees on the Temporary Employee List, a new employee will be hired from the street.

11.4 Temporary employees who move as set out in 11.2 and 11.3 and who subsequently do not qualify for the vacancy offered, as per Section 6.2 (i.e. during the 7-90 day trial period), will be returned to the Human Resources Department to be placed in a vacancy for which they are qualified. If no such vacancy exists, they will be laid off. A temporary employee entering any vacancy requiring vehicle operation, will not be made regular until such employees have qualified for vehicle operation.

11.5 (a) Temporary Employees including those presently working will be “made up” to Regular Employee status after accumulating 6 months service. Such employees will be subject to normal regulations associated with probationary employees.

(b) Clause (a) above will not apply to employees hired for special projects that last for a specific period of time. In such circumstances, Management will identify these Special Projects to the appropriate representative of Local 113 and the employee in advance of the start of the project. At the end of the project, temporary employees will be offered a

regular vacancy within their Seniority Group in Temporary Seniority order. If the employee refuses the position offered, the employee will be released. If there are no regular vacancies available, the employees will be allowed to utilize their Temporary Seniority to bump more junior temporary employees within their Temporary Seniority Group or will be laid off.

- (c) Temporary employees with six months accumulated service or more will receive all regular Health Benefits in Article I Section 17 and 18, the first of the month following the month in which they attain regular status given that all other eligibility requirements have been met.
- (d) Employees with less than four months of regular service who are laid off will not have the right to bump but will be recalled in Maintenance Seniority order.

Appendix – MSR-E

Procedure For Filling Regular Vacancies

- Step 1** Established vacancy is posted in all Maintenance Groups for seven (7) calendar days. Most senior qualified applicant from all Maintenance Groups is selected.
- Step 2** Probable resultant vacancies, if any, are filled by most senior qualified bidding employee in all Maintenance Groups.
- Step 3** Unfilled End Resultant Vacancy from the original posting is filled by reference to the Standard Pre-bid Applications (not the 3-month Pre-bids).(except as provided under 3-month pre-bidding procedure. Temporary employees may bid on regular postings after accumulating 6 months temporary service.

Where there exists an actively employed senior temporary employee on the Temporary Employee List without a regular job, bids will not be accepted from Temporary employees who are junior in seniority, unless filling a skilled position. In such cases, the senior temporary employee with the necessary qualifications, ability and experience will be forced into the position.

- Step 4** Final resultant vacancy is filled by reference to the Standard Pre-bid Applications (not the 3-month Pre-bids).
- Step 4** If there are no suitable applications, then temporary employees are considered as set out in Article 11.0.
- Step 5** If there are no suitable temporary employees, a new employee is hired from within the TTC using the Job Opportunity process or from the street.

Dated this 8th day of May 2014.

Gemma Piemontese
Toronto Transit Commission

Scott Gordon
ATU Local 113

Appendix – MSR-F

Form 800549/Aug. 1996
Toronto Transit Commission

Pre-Bid Application For Jobs Under Local 113 Jurisdiction (Maintenance Department Only)

Name (please print)		Empl. No.			
APPLYING FOR					
Official Job Title	Wage Group	Division and/or Location			
Indicate Shift	Off Days				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Day</td> <td style="width: 33%; text-align: center;">Afternoon</td> <td style="width: 33%; text-align: center;">Night</td> </tr> </table>	Day	Afternoon	Night		
Day	Afternoon	Night			
QUALIFICATIONS EDUCATION AND EXPERIENCE					
Give full details — use back of this sheet if necessary					
Driver's Licence No. Trade Licence No. (if required)					
Employee's Signature	Date				
Foreperson of Supervisor's Signature	Date				
NOTE					
<ol style="list-style-type: none"> 1. Form to be completed in duplicate. 2. Second copy is returned to employee by foreperson after it is signed and dated. 3. Original is forwarded immediately to the Department Offices. 4. Not valid after December 31st of each year. 					
FOR JOB CLASSIFICATION REFER TO UNION AGREEMENT BOOKLET					
(To withdraw application — notice must be given in writing — otherwise you will be forced to move into vacancy applied for)					
FOR OFFICE USE ONLY					
Department	Division and/or Location	Maintenance Sen. Date			
Current Job Title	Date Received	Checked by			
Other Tests in Agreement with Local 113 :					

Appendix – MSR-G

Form 800550/Apr. 1996
 Toronto Transit Commission
-MAINTENANCE DEPARTMENTS ONLY-
Pre-Bid Cancellation
for Jobs Under Division 113 Jurisdiction

NAME-please	EMPL NO
-------------	---------

PLEASE CANCEL PRE-BID FORM SUBMITTED BY ME **ON**-----
 TO COVER POSITION OF:

EXACT JOB TITLE	WAGE GROUP
SECTION	DEPARTMENT
SIGNATURE	SIGNATURE OF FOREPERSON OR SUPERVISOR
	DATE REC'D

Note:

1. Form to be completed in duplicate.
2. Effective date of cancellation is date received by foreperson.
3. Second copy is returned to employee by foreperson after it is signed and dated.
4. Original is forwarded immediately to Support Services.

Janitors - Wage Group 2
Subway Location: 40 hrs. / week.
Day Shift: 7:00A - 03:30P

3-Month Pre-Bid Sheet

Schedules listed cover normal reporting requirements for weekday work, weekend schedules are available at the work location.

CK	CK	CK	CK	CK
101	Man/Victoria Park	113	St. Clair/Lawrence	125
102	Ken尼迪/Lawrence E	114	Eginton/Davisville	126
103	Ellismerne/Midland/STON/CLC/Conan	115	York Mills/NYC/Bayview	127
104	Downsview	116	Sheppard - Yonge	128
105	Wilson/Yorkdale	117	Finch	129
106	Lawrence/Walkersville/Eginton W	118	Bascom/Leslie/Dan Mills	130
107	St. Clair W/DuPont/Museum	119		
108	Queen's Park/St. Patrick/Osgoode	120	Janitor - Relief Group - Off Days - Various	
109	St. Andrew/King	121		
110	Lincoln/Queen's Quay/Queen	122		
111	Dundas/College	123		
112	Wellesley/Rosedale/Summershall	124		

Swing Schedules	CK	Scheduled Off Days - Unless noted
Swing Schedule - Sch 101 and 102	DS01	Off Day schedules will change every 4 weeks:
Swing Schedule - Sch 103 and 104	DS02	Sun/Sat. Off Days will occur every 12 weeks.
Swing Schedule - Sch 105 and 106	DS03	A complete cycle of OffDays will occur every 36 weeks.
Swing Schedule - Sch 107 and 120	DS04	
Swing Schedule - Sch 108 and 109	DS05	Please note:
Swing Schedule - Sch 110 and 111	DS06	1. All applications to be made in RK only.
Swing Schedule - Sch 112 and 113	DS07	2. It is advisable for employees to retain a duplicate of each application.
Swing Schedule - Sch 114 and 115	DS08	3. All copies must be signed by the Foreperson.
Swing Schedule - Sch 116 and 117	DS09	4. Applicants, if qualified, must accept the first pre-bid vacancy available for which they submitted a bid.
Swing Schedule - Sch 118 and 119	DS10	5. To withdraw a bid, an applicant must do so during the bidding period.

Employee's Signature	Name (please print)	Employee No:	Present Location/Schedule		
Foreperson's Signature	Date	Date	Present Shift		
	Maintenance Security Date:	YY	MM	DD	CODE
2ND QUARTER 2015					