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AGREEMENT

**BETWEEN
 Toronto Transit Commission
 and
 Local 113,
 Amalgamated Transit Union**

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 June 30, 991

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AGREEMENT

BETWEEN
Toronto Transit Commission
and
Local 113,
Amalgamated Transit Union

Effective July 1, 1989 to June 30, 1991

Entered into as of 1st day of July, 1989

This Agreement signed by Local 113,

12th day of October, 1989

Signed by Toronto Transit Commission,

12th day of October, 1989

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THIS AGREEMENT made in duplicate this 1st day of July, 1989

Between:

TORONTO TRANSIT COMMISSION, hereinafter called
"THE COMMISSION"

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 Commission; in order to assure an efficient and uninterrupted transit service to the public.

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

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 Commission shall meet at any reasonable time with the regularly elected Officers of the Union who must be active members thereof, or a duly appointed committee of members of the Union who may be accompanied by technical advisers.

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 Commission'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 an employee has adequate reasons he shall be excused.

40
2

Emergency procedures (where necessary) will be initiated by a T.T.C. 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

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5-4

Any employee elected to a full-time office or position in the Amalgamated Transit Union shall be granted leave of absence upon written application to his Department Head for the period he is so acting. Upon his retirement from said office, he shall be given his former employment and seniority, provided he is qualified after he has received 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 Commission.

New regular employees and furlough employees in the classifications covered by the Agreement, unless members of any organized labour union and working at their craft, must within 60

1/2

days from the date of entry into an occupation represented by the Union become and remain members in good standing of the Union as long as in such employment of the Commission.

All temporary employees must within 60 days from their date of entering the service of the Commission become and remain Associate Members in good standing, as long as in the employment of the Commission.

Should an Associate Member leave and later re-enter the service, he shall become an Associate Member from the date he re-entered the Commission's service without being required to again authorize the deduction of his dues from his pay.

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

The Commission 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 Commission by letter of any changes in the amount of monthly assessment to be deducted and receipt of such notification shall be the Commission's conclusive authority to make the deductions specified.

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 Commission'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 Commission agrees that, so long as this Agreement continues to operate, there shall be no lockout, a suspension of work or a refusal to continue to employ a number of its employees with a view to compel or induce its employees to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the Commission, the Union or the employees.

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

Section 8. Management and Discipline

Except as otherwise provided in this Agreement, the management, supervision and control of the Commission's operations and the direction of the working force remains an exclusive Management function. This right of Management 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 an employee who has not completed his probationary period may be dismissed by the Commission for any reason satisfactory to the Commission, and the right of a probationary employee to grieve or otherwise challenge such dismissal shall be only as contained in Article 1, Section 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

Where an employee's general record or, general performance is not satisfactory to the employee's Supervisor, the details of the case 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 his duties at that time.

An employee reporting for discipline shall be informed of the nature of the charge against him and the basis of the discipline

rendered shall be the facts of the case and not unsubstantiated personal opinion.

An employee shall be entitled, if he requests, to have a Union Representative with him whenever such employee is 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 Commission 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 offenses 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 offense 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 Commission agrees that when an employee is required to report to the Operations Training Centre or to the head office of a maintenance department, his 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 Divisional Superintendent or his Assistant, except in those cases with respect to which the Commission may impose the specific penalty of discharge.

Personal interviews with Operators, by Divisional Superintendents or their Assistants, will be conducted at the Operator's Divisional or Sub-Divisional Office.

At his request an employee may, once during a calendar year, inspect his own Departmental Discipline 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 Commission to keep the need for disciplining employees to a minimum.

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

- a) Theft from the Commission; 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 Commission 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 Commission

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 his complaint.

Step 1.

If any one or more employees (herein referred to as the Grievor) shall have a grievance against the Commission, 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 his immediate Foreman, Supervisor or Superintendent. 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 Commission representatives shall be presumed to have been made without prejudice and may not be referred to at Arbitration.

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

Step 3.

If the reply from the Department Head or his 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 General Manager-Operations or his designated representative, who shall reply in writing within 12 calendar days.

At this hearing, either party may require the attendance of the Grievor, provided that any statements made by the Grievor or the Commission 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, the Union may, within 30 calendar days, submit the matter to Arbitration as hereinafter provided.

Any matter which is not referred to Arbitration within 30 calendar days following the reply under Step 3 shall be deemed to have been settled and not eligible for Arbitration.

Union, Policy or Commission 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 Commission 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 4. 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 Commission grievance, within 30 calendar days of the expiration of the 30 calendar days' period referred to in the preceding paragraph.

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 Chairman of the Arbitration Board pursuant to the terms of Paragraph 3(2)(b) hereof.

3.(2)(a) The Chairman of the Board of Arbitration must be selected from a list of Chairman 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 Chairman of the Board of Arbitration shall be the

Chairman Nominee, whose name is first on the list at the time the grievance is submitted to Arbitration, provided that the said Chairman 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 Chairman Nominee whose name is first on the list is not able to establish a hearing date which is within such 90 calendar days, the Chairman Nominee whose name is second on the list must be selected as Chairman, 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 Chairman 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 Chairman Nominees is exhausted without finding a Chairman able to so provide a hearing date, the Chairman Nominee whose name was first on the list at the time of the referral of the grievance to Arbitration will be selected as the Chairman of the Board of Arbitration and the said Chairman will be requested to schedule the earliest possible date for a hearing. Where any such Chairman is unable or unwilling to act, selection of a Chairman 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 Chairman 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 Chairman Nominee will be placed at the bottom of the list when he 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 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 Chairman 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 Chairman of such Board shall be deleted from the list of Chairmen 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 Chairman 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 Commission that every possible attempt be made to resolve complaints or grievances without resort 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, he shall have the same powers as a Board of Arbitration under this Agreement, and his 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" and "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 8.5%, or more, above the level of the CPI-T as of June, 1990, the Union may notify the T.T.C. 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 8.5%, or more, above the June, 1990, 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, 1990.

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

1. A cost of living allowance shall be paid to each employee, calculated at the rate of one percent (1%) of the employee's basic hourly wage rate for each full one percent (1%) increase in the Consumer Price Index for Canada (1971 = 100 and hereinafter referred to as the CPI-C) over the base index of 288.0* for each hour worked.
2. The allowance shall also be paid on all Guarantee, Report Time, Crew Value and Travel Time.
3. The allowance will be paid commencing the first week following the announcement of such one percent (1%) increase in the Consumer Price Index (Canada).
4. ~~On June 30, 1983~~ the Cost of Living Allowance being paid on that date will be incorporated into the basic hourly wage

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rate of each classification and thereafter shall not be paid as a separate allowance.

5. If the CPI-C declines but not below the base index the cost of living allowance shall be reduced on the same percentage basis.
6. If Statistics Canada changes its basis for calculation of the CPI-C such changes shall be converted to provide the same benefits as are herein provided.
7. The last calculation of any cost of living allowance resulting from the Cost of Living clause will be based on the Consumer Price Index-Canada announced in June 1983.

* 233.2 CPI-C June 1981
+ 54.8 x 233.2
288.0 Base Index

Trigger points for the COLA Clause will be:

%	CPI-C	%	CPI-C
1	290.9	5	302.4
2	293.8	6	305.3
3	296.6	7	308.2
4	299.5		

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.

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 Cheques

Pay cheques shall be in work locations for issuance by 11:00 a.m. on the normal pay day. When a normal pay day is a statutory or designated holiday observed by the Commission, pay cheques shall, where possible, be at work locations by 10:00 a.m. on the preceding day. Pay cheques and T-4 slips shall be distributed in separate envelopes.

Effective the first pay period following January 1, 1988, maintenance employees shall be paid on a weekly basis.

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 per hour worked over and above his normal basic rate as follows:

Effective July 1, 1989 — \$.42 per hour

*8907 - 907
74 44
100042 - 100045*

Effective July 1, 1990 — \$.45 per hour

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

Operators on crews scheduled to finish after 11:00 p.m. but before 7:00 a.m. shall be paid an additional shift premium as follows:

Effective July 1, 1989 — \$3.36 (8 hours x 42¢)

*8907 - 907
43*

Effective July 1, 1990 — \$3.60 (8 hours x 45¢)

100042 100044

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 ninth anniversary falls.

Five Weeks' Vacation

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

Six Weeks' Vacation

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

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 23 or more of the 26 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 during the previous calendar year, whichever is greater.

A regular employee who has earnings shown in less than 23 of the 26 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 he then occupies.

If an employee's basic rate of pay shall change during his vacation period, vacation pay from and after any such change shall be adjusted accordingly.

Effective January 1, 1986, 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 Treasury 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 Commission 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 receive holiday pay for holidays listed in paragraph 1 of Statutory and Designated Holidays to which they are entitled that occur during the forced vacation.

Effective January 1, 1990, when an employee suffers an illness or injury that requires hospitalization of not less than five (5) 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 rescheduled vacation entitlement must be utilized in the year in which it was granted.

Vacation Postponement

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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.

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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 Commission: New Year's Day, Good Friday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and any other special holiday observed by the Commission. Effective January 1, 1990, student employees are not eligible for the 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.

When Boxing Day falls on a Sunday, the Commission 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, the employee must observe his Birthday Holiday on his birthday, (i.e. he must take that day off.)
- (b) The employee must observe the Floater Day on the working day preceding or the working day following his birthday, as mutually agreed with the Department Head.
- (c) If his birthday is a normal work day immediately preceding or following a statutory holiday or off day, the employee may choose to observe his Floater Day as in (b) above or he may choose to observe his Floater Day

on the statutory holiday or the off day.

- (d) Whenever it is practical in the opinion of Management, the employee will be allowed to observe his Birthday Holiday on a day that coincides with his off-days on the condition that the employee applies in writing 10 working days in advance of his 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) The employee has the option of observing his Birthday Holiday on his birthday or, he may observe his Birthday Holiday on a lieu day which is to be taken within 30 calendar days after his birthday.

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

A maintenance employee will be granted the Floater Day of his choice if the foreman 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 the employee will be required to observe his Floater Day under one of the options provided in Article 1, Section 14 of the Agreement.

- (b) If the employee chooses to observe his Birthday Holiday on his actual birthday, he may observe his Floater Day as in I(b) above or on an off day immediately pre-

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

III. An Employee May Not Work On The Day He Observes His Birthday Holiday Or His Floater Day.

Holiday pay shall be allowed to an employee who does not work on a statutory or designated holiday provided he works upon his last working day preceding such holiday and upon his first working day following such holiday.

When a statutory or designated holiday falls in a maintenance employee’s vacation period, he shall be permitted the option of selecting a lieu day at a date satisfactory to his 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 a Divisional Clerk’s vacation period, he shall be permitted the option of receiving holiday pay or selecting a lieu day. If the lieu day option is exercised, he must advise the Department Head at least ten days prior to his vacation and must select a day acceptable to the department which occurs within 30 calendar days following his 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 Commission shall be paid eight hours at their basic rate if not otherwise disqualified.

Holiday pay shall be allowed if an employee is absent before or after but not before and after the holiday due to illness, injury (including occupational injury) or if he has 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 Commission.

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.

An employee is disqualified from receiving holiday pay if he is absent from work without permission immediately prior to or following a statutory or designated holiday.

New temporary and furlough 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.

Uniformed Employees ' (Covered by Articles II and III)

Uniformed employees who are assigned to work on any of the statutory or designated holidays observed by the Commission 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.

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, V and VI)**

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 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 Commission 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

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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.

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

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 Commission.

In accordance with the regulation contained in the By-laws of the Pension Fund Society, 2% of the total funds is to be allocated for the purpose of investment in first mortgages on the homes of members of the Pension Fund Society who qualify.

Section 16. Group Insurance

All regular employees under the age of 65 shall participate in the agreed group insurance plan by virtue of their membership in the T.T.C. Pension Fund Society.

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

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Effective January 1, 1988, the new basic group life insurance including accidental death and dismemberment of \$25,000 shall be provided to all regular employees on the first of the month following completion of six months' continuous service, the cost of which will be shared on an equal basis between the employee and the Commission.

Upon death, the deceased employee's beneficiary or estate

shall receive from the insurance company underwriting the plan the above-stated amount for which he was covered.

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

Temporary employees are not eligible to participate in the plan.

Section 17. Health Services

The Commission 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 coverages:

(a) Ontario Health Insurance Plan (O.H.I.P.) *70/A-100*

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(b) Comprehensive Medical Protection Plan (C.M.P.) providing a level of benefits equal to CUMBA (C.M.P.) including \$175.00 every two years effective January 1, 1990 for eye glasses and \$400.00 yearly for hearing aids.

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

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

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

Dental Plan

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

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

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

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

CUMBA Rider #3 — Orthodontic Services — 50% payment of eligible expenses up to \$2,000 lifetime maximum for each dependent child plus;

CUMBA Rider #4A — Major Restorative Services — 50% payment of eligible expenses up to a maximum of \$1,000 per person per 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 T.T.C. Plan. The resultant reduction in the premium, if any, will be retained by the Commission. To avoid duplication of benefits the dental benefits provided herein will be co-ordinated with the other Commission benefit plans that may provide dental coverage.

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Semi-Private Hospital Ward

The Commission agrees to pay 100% of the total rate of contribution for semi-private hospital ward. coverage on behalf of regular active employees on the first of the month following completion of six months continuous service who apply in writing on the prescribed form for this benefit. Terms and conditions of this benefit will be as set out in the master agreement with the carrier company.

General

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

Section 18. Sickness

Any employee off duty on account of sickness may be required to produce a doctor's certificate as to the nature of his sickness and also as to his fitness to resume his regular duties, and, in the case of a lengthy or serious illness, the employee shall be required to undergo a medical examination as to his fitness to resume his regular duties.

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Boardmen and Reportmen required to report to the Medical Director for a re-check will have any loss of pay made up.

Should a dispute arise between an employee and the Commission's Medical Director as to the employee's fitness to resume his regular occupation, the employee shall be referred to an independent medical consultant mutually agreed upon by the

Union and the Commission, and the consultant's opinion of the employee's physical or mental condition shall be considered in the decision finally made as to the employee's fitness to resume his regular occupation. In lodging an appeal from the Medical Director's original decision, the employee shall guarantee the payment of the consultant's fee. Should the original decision of the Medical Director be revised, the Commission shall pay the consultant's fee. Should the Medical Director's original decision be sustained, the consultant's fee shall be paid by the employee.

Maintenance employees will be required to notify their Supervisor or Foreman 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 Foreman or Supervisor.

Sick Benefits

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

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

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

In the event of a government plan 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.

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Long Term Disability Benefit

The Commission agrees to continue the current Long Term Disability Benefit until June 30, 1991, or the date upon which the next Collective Agreement comes into effect. The Commission agrees to increase the LTD Benefits as follows:

Effective July 1, 1989 the disability benefit to recipients whose Long Term Disability Benefits are based on wage rates in effect prior to July 1, 1989, shall be increased by \$60.00 per month, not to exceed the plan maximum of \$2,000 per month.

Effective July 1, 1990 increase the maximum Long Term Disability Benefit to \$2,500 per month where the onset of disability occurs on or after January 1, 1990.

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Section 19. Injury at Work

Any employee required to lose time on the day he suffers an injury while at work, will have his normal time made up by the Commission 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 on any normal work day that occurs during the four 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 and grandparents.

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

The father or mother of such a common law spouse 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. ^{U/P}

Regular employees regardless of service and temporary employees 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 normal working day does not include off days, statutory or designated holidays or days when the employee is absent commencing on or before the day of death due to injury, illness, vacation or leave of absence without pay.

Serious consideration will be given to applications for bereavement leave which include more than three days in total, but the employee will not be entitled to more days of paid bereavement leave than he is entitled to under the above terms.

Section 21. Leave of Absence ^{63/4}

An employee, upon application in writing on the prescribed form, may be granted leave of absence for a period not to exceed: one month if he has less than three years' service; two months if he has three years' but less than five years service and three months if he has five years' service or more, provided his 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. ^{S/A}

Female employees will be entitled to unpaid pregnancy leave in accordance with the provisions of the Employment Standards Act. ^{DEF}

^{3/1} Effective January 1, 1990, all male employees who have completed one year of continuous service may, upon application, be granted leave for one day with pay to attend the birth of his child or to attend the homecoming of the mother and child. Such leave should, wherever possible be pre-arranged, and is granted only when the birth or the homecoming falls on a day which is considered to be a regular work day for the employee.

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Effective January 1, 1990, all employees who have completed one year of continuous service may, upon application, be granted two days leave of absence per year, with pay, for the purpose of adopting a child. Such leave should wherever possible be 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.

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

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

Section 22. Probationary Period

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

If a probationary employee's services are proving unsatisfactory, his case shall be discussed with the Union as may be neces-

sary and in advance of his 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

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 his 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).
3. If, at any time during the 8-month qualifying period in his 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 offenses 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.

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Section 23. Technological Change

The Commission 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 and Recall Policy

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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.

In the event that any condition precipitating a lay off should occur, the Commission will make every reasonable effort to place the displaced individuals in various occupations and areas. As attrition occurs these individuals shall be given first consideration for vacancies until such time as they return to their former wage group. Seniority regulations are to be amended to incorporate the intention set out above.

Recall

1. All temporary employees (except as detailed in the Maintenance Seniority Regulations) are to be regarded as new employees if laid off and subsequently re-employed.
2. A regular employee who has been employed on a continu-

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ous basis by the Commission for six months or more (as of the date of lay off), and who is laid off will have his name placed on the recall list. His name shall remain on the recall list for a period of 12 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 man laid off shall be the first man recalled, provided he 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 the employment status he had 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 his last known address, with a copy sent to the Secretary Treasurer of Local 113. It is the employee's responsibility to inform the Commission (by means of a registered letter) of any and all changes in his current postal address.
5. An individual's name shall be removed from the recall list if he:
 - 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 12 months of the date of lay off, or
 - e. withdraws all or any part of his contributions to the Pension Fund Society, or
 - f. does not remain a member in good standing of Local 113.

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Seniority Upon Resumption

Regular employees who are recalled and who resume work within 12 calendar months of lay off retain the same Commission 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 selection. Accumulation of additional seniority will commence on the day the employee resumes work.

Health and Welfare Benefits

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

a. ***Pension Fund Society***

Members of the Society who are laid off will not accumulate pension service during the period of lay off. If they resume work within 12 months of lay off, they will retain their pension entitlement prior to lay off. Contributions by both parties will resume as of the date of the re-employment, if within the 12-month period.

b. ***Sick Benefit Association***

All sick benefit claims and payments are terminated as of the date of lay off.

Laid off employees who were members of the S.B. A. become eligible for benefits immediately upon resumption of work if within 12 calendar months from the date of lay off.

c. ***Group Life and A. D. & D.***

Coverage ceases as of the end of the month in which lay off occurs. Laid off employees who were members of the P.F.S. become eligible for group life benefits immediately upon resumption of work if within 12 calendar months from the date of lay off.

d. ***O.H.I.P.***

Employees who are laid off will receive a paid-up certifi-

cate indicating the expiry date of their O.H.I.P. coverage, (normally three months in advance). Coverage beyond the expiry date is the responsibility of the employee concerned.

The Commission 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 12 calendar months of the date of lay off.

e. ***CUMBA Comprehensive and***

f. ***Dental Plan***

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

The Commission will commence payment of premiums on behalf of employees who were so qualified at the time of lay off, immediately upon resumption of work, if within 12 calendar months of the date of lay off.

g. If during the lay off period, improved benefits have been provided for members of Local 113, employees returning from lay off during the 12-month period shall be entitled to such improved benefits.

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

Commission Property

All Commission 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 Commission'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. Trainman occurrence reports will be available at the end terminal subway towers

No allowance shall be paid for information furnished in connection with Drivers' errors in the issuance of Gray Coach Lines' tickets or investigations regarding such tickets.

Operators, Drivers, 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 an employee is required to report in person to his Department or Division on his off day or in his off hours, he shall be allowed one hour's time at his basic rate of pay.

The Commission 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 his personal responsibility to ensure that his 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

Uniform Clothing

Uniform clothing shall be provided without cost to Operators, G.C.L. Drivers, Station Collectors and Subway Suppliers provided they remain in the service of the Commission.

The standard uniform shall consist of, and be issued, as follows:

- 1 Standard uniform suit consisting of 1 tunic and 3 pairs of trousers every 2 years
 - 1 Cap or Sleeveless Pullover or Long Sleeve Pullover or Winter Cap every 2 years
 - 6 Uniform shirts short (\$ 600) or long (\$ 900) sleeves optional every 2 years
 - 4 Clip-on Ties or Regular Ties every 2 years
- Choice of 2 of the following every 4 years:
- 1 Lightweight Topcoat
 - 1 Parka
 - 1 Lightweight Jacket

After the initial standard uniform issue, the employee will receive 3 regular ties or clip-on ties every 2 years.

Effective with the 1991 Clothing Issue, all Operators and Collectors will be issued with 1 "Winter Cap" initially. The option to select the "Winter Cap" will come into effect for the 1993 issue.

Effective January 1, 1990, all Transportation Divisional Clerks, in wage groups 4, 5 and 7 will be provided with a subway smock. These garments will be reissued as the need arises but in no case will an employee be issued more than one garment per year.

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 Commission shall notify the Union Office as soon as the delay is known.

Substitution in uniform may be made when warranted.

A Subway Motorman on request will be issued a smock which is to be returned when he signs for other work or leaves or is discharged from the Commission. Replacement of the smock shall be at the discretion of the Supervisor involved.

Uniform personnel, who do not report to the Commission tailor for their scheduled uniform measurement by the posted deadline, will be relieved of duty to attend to the tailor no later than the following day.

Dress Code

The parties hereto agree to the implementation of the regulations as set out in Appendix "G" of the Memorandum of Settlement dated September 7, 1985.

Uniform Charges

It shall be understood that when a uniformed employee leaves the service of the Commission while indebted to the Commission 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 his service, he shall pay the full cost of his 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 he 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, he 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, he shall pay one-half of the cost.

Such costs shall not be deducted in case of death of the employee or of his retirement on pension or disability allowance, or of his transfer to other employment within the Commission, nor shall they be deducted for any uniformed employee whose employment is terminated by his 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, Drivers, Collectors and Suppliers shall be issued 60 coupons and Ticket & Information Clerks will be provided 26 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

2 Coupons

1 lightweight topcoat

3 Coupons

1 Parka

Effective January 1, 1990 all employees eligible for dry cleaning coupons will be issued their full entitlement of coupons at the beginning of each calendar year.

Effective January 1, 1990 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 (Excluding Security Attendants)

1. Maintenance employees will be provided annually with work clothing to a total value of 25 points selected from the following list.

Garment	Point Value
Long Sleeve Shirt	5
Short Sleeve Shirt	5
Navy Blue Pants	5
Navy Blue Pants with S L	5
Coveralls	10
Coveralls with S L	10
Overalls	5
Overalls with S L	5
White Overalls	5
White Coat	5
Smock	5
Tee Shirts (3)	5
Machinist Coat	10
Parka — Nylon Water Resistant	20
Blue Jeans (14-ounce denim)	5
White Pants	5

Material used to be of Dominion Textile, Fort York (Shirts), Fort Garry (Pants), with Perma Press pants, pants to have 19" cuff. Colour navy blue.

The weight of denim used in coveralls, overalls and smocks

will be ten ounces per square yard blue denim sanforized.

Maintenance parkas shall be a dark colour and all current regulations regarding the issuance of such garments will apply.

Security Attendants — Issue Clothing

Security Attendants will be provided annually with uniform clothing to a total value of 25 points selected from the following list.

Garment	Point Value
Light Blue Shirt	5
Dark Blue Tie	2/5
Dark Blue Pants	5
Dark Blue Jacket	10
Zip-in Liner	5
Grey Winter Parka	20
Summer/Winter Hats	5

2. Employees shall have the option of selecting items of their choice to a total value of 25 points from the above mentioned items. Unused point values cannot be carried over to a later selection or transferred to another employee. Changes to the item selected can be made only if approved by the Department Head.
3. Every four years each regular Escalator Mechanic is to be provided with a parka over and above his regular clothing allotment.
4. In the even number calendar years commencing with the 1982 clothing selection (1983 issue), an employee (other than an Escalator Mechanic) selecting a parka will in addition be allowed to select work clothing items to a total value of 10 points.
Commencing in 1981, the Commission will not be required to replace the parkas in the pools currently provided at various work locations.
5. Employees receiving issue clothing must at all times wear the issue clothing required to meet the safety and/or ap-

pearance standards established for his work group. Management will establish appropriate standards of safety and/or appearance.

6. 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.
7. New clothing shall be issued, normally, during the month of January. If because of suppliers difficulties issue will be 30 days late, T.T.C. will notify Local 113 in writing as soon as the delay is known.
8. New employees shall be furnished with issue clothing up to the value of 25 points within one month of their employment. Their first issue will be restricted to the selection of items appropriate to their work group.
9. Certain occupations result in abnormally severe wear to issue work clothing. Employees in such occupations will, with the approval of the Department Head, receive extra points equivalent to the value of the clothing subjected to abnormal wear.
10. A voucher for the cleaning of maintenance parkas will be issued to each maintenance employee twice each year.

Clothing Charges (Maintenance & Security Attendants)

Any employee whose employment is terminated within four months after receipt of any work clothing shall pay the full cost thereof and if the termination is within eight months he shall pay one-half of the cost.

Such costs shall not be deducted in case of death of the employee or his retirement on pension, or his transfer to other employment within the Commission.

Any employee whose employment is terminated by his resignation after ten years or more service has been completed shall

not be required to pay the unexpired portion of the cost of his work clothing.

Protective and Special Clothing

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

Section 29, Safety Shoe Allowance

Regular employees who are members of the bargaining unit, who have completed 12 months of continuous employment with the Commission and who are assigned to work on a regular basis, in a work group where wearing safety shoes is "mandatory" are eligible for a maximum allowance as follows:

Effective July 1, 1989 — \$60.00 per contract year

Effective July 1, 1990 — \$68.00 per contract year

The above allowances are to be granted only after the submission of appropriate proof of purchase and are not to be carried over from one contract year to the other.

An allowance, equal to 20% of the cost of one pair of safety shoes, is granted per contract year to other members (employees with less than 12 months continuous service, temporary employees) of the bargaining unit assigned to a "mandatory" safety shoe work group.

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

To qualify for safety shoe allowance, employees must purchase shoes which are C.S.A. approved and have a steel toe. Such purchases, if made through suppliers designated by the Commission, may be made through payroll deduction.

The Central Safety and Health Committee designates those

work groups where wearing safety shoes is mandatory.

Section 30. Employee Parking

The surface of parking spaces provided for employees by the Commission 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 Commission shall when practicable supply suitable lunch and wash basin rooms, provided with sufficient lockers and keys, at all shops, carhouses 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 up to a maximum of \$10,000 in any contract year for all regular union employees who attend bargaining unit 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 employee and the Commission.

Types of Courses Considered Eligible for Assistance

Recognized continuing education courses, of the type offered by High Schools (Grade 12), Community Colleges, Universities, etc., are considered eligible. Correspondence courses may be eligible, provided they are part of a recognized degree, diploma

or certificate program.

Basis of Approval

a) **One Hundred Percent Payment**

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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 his seniority group, as defined by the Maintenance Seniority Regulations, 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 his designate and the Board Member. Materials, lab fees, registration fees, incidental and any other fees/expenses 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 his designate and the Board Member. Materials, lab fees, registration fees, incidental and any other fees/expenses 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 will be paid by the Commission upon successful completion of the course/program. (See following procedures for proof of successful completion.)

Procedures

1. A "Request for Tuition Aid" form is submitted by the em-

ployee (in triplicate) to the Department Head within three weeks of commencement of classes, along with receipt for the tuition fees.

Forms are available from Office Supervisors or the Personnel Department.

2. The Department Head and Union Officer assess the request and if approved forward it to the Personnel Department.
3. The amount approved is recorded on the request form and copy is returned to the employee.
4. When the employee completes the approved course, proof of satisfactory completion is forwarded to the Manager of Personnel.
5. A cheque in the approved amount is requested from Finance Branch and forwarded to the Department Head concerned for presentation to the employee.

Section 33. Employee Assistance Program

The Employee Assistance Program is co-ordinated by a Joint Union Management Advisory Committee comprising the Manager of Personnel, the Manager of Employee Relations, the Medical Director plus two representatives from Local 113. The Manager of Personnel acts as Chairman and the administration of the program is in accordance with the Employee 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

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

The Commission agrees to pay the full cost of the above



stated level of service.

In conjunction with the Employee Assistance Program the Commission agrees to grant a reasonable amount of time off without loss of pay to members of the in-house volunteer group who are from time to time named to assist in the counselling and re-habilitation of employees suffering from addiction problems. The volunteer group operates under the general direction of the Joint Committee through the program counsellors.

The Commission agrees to provide an allotment of up to \$2,000 per contract year to the Joint Union Management Advisory Committee for the Employee Assistance Program, to be utilized for educational purposes of the Committee members and "buddies" for the period ending June 30, 1987.

Section 34. Non-Discrimination

Both the Commission and the Union endorse the Ontario Human Rights Code. The code prohibits discrimination in the workplace because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, record of offense, marital status, family status or handicap all as defined by the Code. Any alleged violation shall be dealt with pursuant to the procedures set out in the Code.

Section 35. Termination and Amendment

This Agreement shall continue in force and effect until June 30th, 1991.

Either party to this Agreement may, not more than 90 days and not less than 60 days prior to June 30th, 1991, 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 June 30th, 1991, this Agreement and all its terms will continue in force until a new Agreement is executed.

ARTICLE II
PROVISIONS APPLICABLE TO UNIFORMED EMPLOYEES
IN THE TRANSPORTATION DEPARTMENT

Section 1. Definition

The following provisions shall apply to all Operators and Subway Motormen in the Transportation Department.

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 six-week basis, except during the summer period when there shall be two four-week and one two-week sign-ups, or in the event of a schedule adjustment. The effective date of each selection shall coincide with the commencement of a pay period when practicable.

Special Details at the Canadian National Exhibition shall be crewed up where possible and posted for selection at the appropriate sign-up, subject to removal from such a crew if found to be unsuitable for such work.

Uniformed employees on crews who are on duty on the day of the sign-up at their home division who require leave shall be granted time off to attend their specific work selection. 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 Com-

mission. 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.

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

REPORTMEN: 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 Unmanned Runs

An allowance shall be continued of one-half hour's time at the basic rate for extra and unmanned runs or parts of regular schedule crews under three hours. Extra and unmanned 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 unmanned runs shall be continued under the existing conditions.

Reportmen 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

lo-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 Reportmen

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

Work assignments shall be distributed as set out in detail in the Transportation Department Regulations Governing Reportmen's 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 Reportmen

A Reportman who is 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 Commission to operate a special service, shall be paid at half his basic rate of pay from the time he is ordered to report, or does report if later, until the time when he takes a vehicle out into service or he is released from waiting until a further report if required.

Any Boardman who has reported late for his crew and is subsequently placed on report shall be allowed waiting time, providing he is 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 RUCUS 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 unmanned 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.

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 10½-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 12½ hours
- Saturdays, Sundays & Holidays. 12 hours

Reportmen shall not be detailed to work over a spread of 12½ hours in any day under normal conditions of day to day operation. In an emergency, Reportmen are governed by the conditions set forth in Article 1, Section 4.

Clause 7. Allowance for Work at Other Than Home Division

BOARDMEN: If such a uniformed employee is reassigned to work at other than his home division for one whole day only, he shall be paid a minimum of the crew value he would have received at his home division. In the case of a **Boardman** being assigned to work as an **Extramán** at **Gray Coach Lines** he shall be guaranteed a minimum of his urban crew value at the basic rate for each day so worked.

When assigned to **Gray Coach Lines** for one day and assigned to an overnight a **Boardman** shall be considered as an **Extramán** and be eligible for his urban crew value at the basic rate for the day following the overnight assignment.

REPORTMEN: If such a uniformed employee is 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 his home division, he shall be paid for not less than eight hours' time for such day at the basic rate. Such time shall include any time he may have worked on such day at his home division.

These allowances shall be paid only if the employee concerned accepts and performs all work allotted to him.

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 unmanned 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.

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.

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 men.

When the relief point is not at the **carhouse** or garage, men 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 an Operator of a two-piece crew is relieved on the street at the end of his first piece of work and must return to the garage to take another vehicle out for his 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.

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.

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 Manager of Transportation, 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 Divisional Superintendent 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.

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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 $66\frac{2}{3}$ percent of the crews shall be continuous.

82%

Pensioners shall be given an option of ~~doing~~ part-time non-operating work in addition to drawing their pensions.

A **Boardman** shall not operate both an A.M. and P.M. work assignment in addition to his 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.

A Reportman who has been detailed to fill a crew shall be in the same position as a **Boardman** for that day, in that he may operate either an A.M. or P.M. work assignment, but not both, in addition to his crew on that day.

Section 10. Nature of Work

Uniformed employees covered by this Article may be called upon to work out of town on chartered, special, sight-seeing, or G.C.L. services. Chartered trips to points outside the Metropolitan Toronto area which are referred by G.C.L. to city divisions for operation are to be detailed to Reportman at the division operating same.

Charter work and special services within the Toronto Metropolitan area shall normally be performed by Operators of the Transportation Department 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 Commission. 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 Commission 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 receive six 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.

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, is paid for training which takes place on a statutory or designated holiday.

Section 17. Training Pay-Qualified Operators

When a qualified Operator or Subway Motorman signs up for work which entails the operation of vehicles on which he has had no previous training OR for which he has been trained but because of the nature of his work he has 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. trolley coach, 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 six hours pay for eight hours training.

(b) Refresher Training

If in the estimation of Transportation Department Officials, an employee requires refresher training on a certain type of equipment and, if the employee concerned has been employed in the Transportation Department over ten years, he shall receive eight hours' pay for eight hours' training.

An employee on the job less than ten years and whose home division does not have the type of equipment in service, thus enabling him 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 an Operator is requested to take subway refresher training at times other than within the working hours of his crew, he will be paid one and one-half times the basic rate.

(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, he 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. Instructors' Pay

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

4/9

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. RUCUS

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The Commission agrees to the establishment of a Joint Union/Management Committee to discuss issues related to RUCUS as follows:

1. A Joint Committee is to be set up with both sides having equal input. The purpose of the Committee is to ensure that the members of Local 113 have access to the information available on computerized scheduling, run cutting and sign-up.
2. The Joint Committee is initially to be composed of two members appointed by the Commission, one of whom shall be the Chairman, and two members appointed by Local 113. After some experience has been gained, the Committee will review

- its composition and jointly agree on any changes to its composition.
3. Upon initial implementation of RUCUS at a new division or location, a number of RUCUS run cuts will be carried out by the Joint Committee. The Committee will establish the parameters within the limitations of the agreement and the Commission will pay for the first four run cuts. The Committee may jointly agree to further run cuts at the Commission's expense. In case there is no agreement, further run cuts may be carried out by either party at its own expense. The results of all run cuts will be made available to the Committee.
 4. Upon implementation of RUCUS at a division or location the maximum savings will be identified by the Committee. An equal share of these savings will be available to Local 113 for improvement in working conditions.
 5. The Committee will jointly agree to the parameters within the limitations of the agreement used for the run cuts. The Union members of the Committee must select a run cut for implementation from the run cuts within the predetermined savings.
 6. Both parties agree that future initial implementation of RUCUS will not be delayed by any difficulty in reaching agreement on the application of savings.
 7. The procedures as set out in Regulations 3 through 6 inclusive will remain in effect until June 30, 1983 and will be renewed or amended subject to approval by both parties.

Section 21. 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 T.T.C. from a member of the public regarding the conduct of a Commission 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 Customer Services 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 Customer Services 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 Commission 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 Commission 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 Toronto Transit Commission to report in person to his/her De-

partment 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 employee will be interviewed unless the complaint is identified by any of the following: name, run number, badge number, or vehicle number. 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 T.T.C. or any employee of the Commission. 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 T.T.C. has used the complaint as the basis for disciplinary action, any attendance at a Passenger Relations Course, which may be required by the T.T.C., 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 T.T.C. 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.

ARTICLE III

PROVISIONS APPLICABLE TO GRAY COACH LINES' DRIVERS AND B.P.X. EMPLOYEES

Section 1. Drivers and Uniformed Employees (other than B.P.X. Employees)

The within Collective Agreement, together with the document entitled "Gray Coach Employees Appendix" shall apply to all Drivers and to other uniformed employees employed by Gray Coach Lines Limited, including Ticket & Information Clerks, and to other uniformed employees while on loan from the Toronto Transit Commission to, or specifically detailed for, Gray Coach Lines Limited work, including Furlough Drivers.

The "Gray Coach Employees Appendix" shall be incorporated in, and shall form part of this Collective Agreement.

The parties acknowledge that the "Gray Coach Employees Appendix" shall be printed in a separate booklet for the purpose of convenience only; and if any conflict shall exist between the contents of the said "Gray Coach Employees Appendix" and the within document, the terms of the within document shall prevail.

Provisions applicable to Gray Coach Lines' Drivers are contained in the Gray Coach Employees Appendix.

Section 2. B.P.X. Employees

The document entitled "B.P.X. Appendix" shall form part hereof, and shall constitute all of the terms and conditions of employment applicable to the classifications of employees covered by the "B.P.X. Appendix".

Gray Coach Lines, Limited has executed this agreement as the employer of the classifications covered by the "B.P.X. Appendix", for the purpose of becoming a party to the within described Collective Agreement covering those B.P.X. classifications.

ARTICLE IV
PROVISIONS APPLICABLE TO DIVISIONAL CLERKS AND
TICKET AND INFORMATION CLERKS

Section 1. Definition

The conditions listed under this Article apply to all hourly-rated employees classified as Divisional Clerks in the Transportation Department and as Ticket and Information Clerks in the Gray Coach Lines Limited.

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 Holidays for Divisional Clerks

1.00 Divisional Clerks will have the option of "banking" normal holiday pay for any five (5) of the following Statutory Holidays:

New Year's 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 rotating basis.
- 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 he has “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 Commission 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 Commission 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 A Clerk transferring to another Division may retain his/her chosen week off work provided the established vacation quota at that Division is not exceeded, otherwise another week off work must be selected from those available in which the quota is not filled.
- 1.14 A Clerk electing this option will not be permitted to work during the chosen week off work.

Section 5. Sunday Premium

The Commission 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 Commission 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 a clerk substitutes for an Office Supervisor and carries his full responsibility for a full 8-hour shift or more in any two-week pay period, he shall receive an allowance of 32¢ 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 week, then the substituting clerk shall take the off days of the Supervisor and shall receive an allowance of 32¢ for each hour of substitution.

Either of these two 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 an hourly-rated clerk substitutes for another hourly-rated clerk in Wage Group 8 or higher for a full 8-hour shift or more in a two-week pay period, he shall receive the rate of the employee for whom he is 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. Sub-Division Offices

A Senior Divisional Clerk is to man the day shift at each sub-division office and is to be held responsible for the operation of the office at all times.

Section 11. Passes

Ticket & Information Clerks after three years' regular service in this capacity shall be granted an annual G.C.L. pass.

Section 12. Shortage Allowance

An allowance of \$210.00 at the end of the 1989 calendar year, \$225.00 at the end of the 1990 calendar year and \$240.00 at the end of the 1991 calendar year to defray shortages incurred will be paid to present employees who during the calendar year worked in one of the classifications listed below:

G.C.L. 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 Commission 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 Commission.

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

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Section 13. 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 14. Progression

Employees in the Junior Divisional Clerk classification are, upon completion of two years of continuous service in this capacity, upgraded to Divisional Clerk at the maximum rate. After completing a further 12 months in their new classification, they are upgraded to General Divisional Clerk at the maximum rate.

Employees in the Junior Ticket and Information Clerk classification progress, in a similar fashion as above, to Ticket and Information Clerk and then to General Ticket and Information Clerk.

ARTICLE V
PROVISIONS APPLICABLE TO MAINTENANCE
DEPARTMENTS

Section 1. Definition

The following provisions apply to all hourly-rated employees covered by this Agreement who are employed in the Equipment Department, Safety & Fire Prevention Department, Corporate Security Department, the Way and Buildings Divisions of the Plant Department as well as employees in the Materials & Procurement Department.

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.

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 Department employees assigned to work locations not directly on a T.T.C. route will be permitted to be at the T.T.C. 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 Platform, Servicemen 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

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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 Commission 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 Equipment Department.

If a change of off days is made for employees of the Equipment and Plant Departments 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

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The Commission guarantees to every employee in the Way and Buildings Divisions of the Plant Department 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 and carries out the duties that may be assigned to him.

It is agreed that temperatures below ten degrees above zero Fahrenheit (-12 Celsius) for Welders and from above five de-

degrees above zero to zero Fahrenheit and (from above -15 degrees to -18 Celsius) depending on whether a wind is blowing or not, for track gangs, shall be regarded as inclement weather.

Section 7. Allowance for Emergency Work in Inclement Weather

Employees in the Way Division of the Plant Department, except **trackmen** and emergency track crews who are provided with protective clothing, shall be paid at one and one-half times the basic rate for the actual time required to perform any work of an emergent nature when in the opinion of the Commission such employees are exposed to inclement weather.

This provision shall not apply to any work occasioned by snow and ice conditions.

Section 8. 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 9. Paid Lunch

Equipment Department Surface Carhouse Emergency Crews, Platform Servicemen and the Plant Department Way Emergency Crews 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 10. Substitution Rates

When a maintenance employee substitutes for another hourly-rated employee in a higher classification for a full 8-hour shift or more in a two-week pay period, he 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 a non-supervisory employee, other than a Lead Hand in an Operating Garage or Carhouse, substitutes temporarily for a supervisory employee at a **higher** rate for a full 8-hour shift or more in a two-week pay period, he 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 11. Elected Union Officers -Job Bidding

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

Section 12. 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 13. 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 in the Equipment Department must bid for any **vacancy** for which he is qualified on the journeyman level unless temporary deferment is mutually agreed upon between representatives of the Commission and the Union.

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

Section 14. 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 foreman 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 foreman. The foreman shall then decide whether the employee shall be permitted to start work on the half-hour following his arrival or wait until after the lunch period before commencing work.

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

Section 15. Tools

Special tools necessary for the work shall be provided by the Commission, Employees shall **not** take away from the work place any tools which are supplied by the Commission and they shall be responsible for breakages or loss occasioned by **negli-**

gence,

Employees having a minimum of one year service in the eligible group on September 15 each year will be eligible for a tool allowance 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 7% of the value of his required tool kit.
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.
An employee who is bumped out of an eligible group into a classification where the allowance is not payable and subsequently bids back into an eligible group will be entitled to a tool allowance on a pro-rata basis providing he is in this eligible classification within 12 months from the date he was initially bumped out of the eligible group.
7. The Commission will continue to supply tools where this practice is currently in effect.

Section 16. Progression of Fire Inspectors

Employees of the Safety and Fire Prevention Department classified as a Fire Inspector's Helper are, upon completion of two years of continuous service in this capacity, upgraded to

Fire Inspector, at the maximum rate.

After completing a further 12 months in their new classification, they are upgraded to General Fire Inspector. They then advance along the range of this classification until the top rate is reached.

Section 17. Temporary Employees

Temporary employees receive 10¢ per hour less than the starting rate for regular employees in the same wage group. Upon attaining 12 months of cumulative service, they are paid the starting rate of their wage group and they then progress in the normal manner.

ARTICLE VI
PROVISIONS APPLICABLE TO STATION COLLECTORS
AND SUBWAY SUPPLIERS

Section 1. Definition

The following provisions apply to those hourly rated employees in the 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 is to report by telephone at least 30 minutes prior to his 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 his 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 Commission's Medical Director to be unfit to perform their regular duties by reason of health or accident 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 Commission guarantees an eight-hour daily guarantee including all bonuses and allowances to each Station Collector and Subway Supplier who performs his assigned work, except those who are assigned to his 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 his 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 Commission 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 10½-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 12½ hours
Saturdays, Sundays & Holidays 12 hours

Section 11. Shortage Allowance

An allowance of \$210.00 at the end of the 1989 calendar year, \$225.00 at the end of the 1990 calendar year and \$240.00 at the end of the 1991 calendar year 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

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 Commission or transfer to a new classification before December 31st.

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

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

Section 12. Crash Gate Work

- (a) Where possible, known crash gate work shall be crewed up and available for sign-up each board period.
- (b) Extramen with medical conditions known in advance of assignment may refuse details to man crash gates. Such details would then go to the next physically able Extraman or Reportman best able to complete the detail within the least hours of spread.
- (c) When manning 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
Good Friday Simcoe Day Christmas Day
Victoria Day Labour Day Boxing 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 new 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 Commission 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 Commission 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 unmanned 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 Commission 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.

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

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

TORONTO TRANSIT COMMISSION
(Sgd.) L. GRIFFIN
Chairman

(SEAL)
(Sgd.) A.S. DUBÉ
General Secretary

LOCAL 113,
AMALGAMATED TRANSIT UNION
(Sgd.) R.L. HUTCHINSON
President/Business Agent

(SEAL)
(Sgd.) L.R. KINNEAR
Executive Vice-President
(Sgd.) W.J. REARDON
Asst. Business Agent — Maintenance
(Sgd.) R. JONES
Asst. Business Agent — Transportation
(Sgd.) L. MOORE
Secretary-Treasurer
(Sgd.) B. HARE
Representative -Equipment
Department-Automotive
(Sgd.) J.C. COLBARY
Representative — Transportation
Department — Birchmount/McEwen
(Sgd.) K. LEE
Representative — Transportation
Department — Collector/Clerical
(Sgd.) J. BLACKETT
Representative -Transportation
Department — Danforth/Davenport/Russell
(Sgd.) V. CASUTI
Representative — Transportation
Department — Eglinton/Wilson
(Sgd.) S. ANTHONY
Representative — Equipment/
Department — Hillcrest/Greenwood

(Sgd.) A. PRICE
Representative — Gray Coach Lines
Ticket & Information Clerks/B.P.X.
(Sgd.) J. WALSH
Representative — Transportation
Department
Lansdowne/Queensway/Roncesvalles
(Sgd.) G. D'AGOSTINO
Representative — Plant Department

SCHEDULE "A"
 LOCAL 113, A.T.U.
 BASIC HOURLY WAGE SCHEDULE

50-A
 /
 1

Effective: July 1, 1989

Wage Group	Start	After 4 Month	After 8 Months	After 12 Months
1	\$11.33 L	\$12.02	\$12.70	\$14.69
2	11.57	12.26	12.90	14.97 B
3	11.79	12.49	13.18	15.37
4	12.08	12.78	13.49	15.66
5			14.08	16.38
7	12.60		15.10	17.56
8	13.49 M	15.42	16.27	18.89
9	14.99	15.88	16.76	19.45
10	15.43	16.35	17.22	20.01
11	15.81 H	16.72	17.66	20.53
12	16.24	17.18	18.14	21.09

NOTES:

1. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid **\$9.78** per hour. Students engaged as vacation relief in the Station Collector Group are to be paid **\$10.73** per hour. Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to **10¢** for each hour worked.
2. "Temporary" employees will be paid **10¢** less than the starting rate for the wage group in which they are working. Upon accumulating **12** months of service, they shall be paid the starting rate for the appropriate wage group and progress in the normal manner.

SCHEDULE "A-P"
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE

Effective: July 1, 1990

Wage Group	Start	After 4 Months	After 8 Months	After 12 Months
1	<u>\$12.12</u> <i>U</i>	\$12.86	\$13.59	\$15.72
2	<u>12.38</u>	13.12	13.80	<u>16.02</u> <i>B</i>
3	12.62	13.36	14.10	16.45
4	12.93	13.67	14.43	16.76
5	13.48	14.28	15.07	17.53
7	<u>14.43</u> <i>M</i>	15.33	16.16	18.79
8	<u>15.56</u>	16.50	17.41	20.21
9	16.04	16.99	17.93	20.81
10	16.51	17.49	18.43	21.41
11	<u>16.92</u> <i>A</i>	17.89	18.90	21.97
12	<u>17.38</u>	18.38	19.41	22.57

NOTES:

1. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid **\$10.46** per hour. Students engaged as vacation relief in the Station Collector Group are to be paid **\$11.48** per hour. Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to **10¢** for each hour worked.
2. "Temporary" employees will be paid **10¢** less than the starting rate for the wage group in which they are working. Upon accumulating **12** months of service, they shall be paid the starting rate for the appropriate wage group and progress in the normal manner.

SCHEDULE "A-2"
LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE

TRANSPORTATION DEPARTMENT
OPERATOR, DRIVER, SUBWAY MOTORMAN,
STATION COLLECTOR AND SUBWAY SUPPLIER

	Effective	
	July 1, 1989	July 1, 1990
Operator, Driver		
Subway Motorman:		
-Training Rate	\$12.90	\$13.80
-- Qualifying Rate	13.06	13.97
-- After 6 months	14.27	15.27
-- After 1 year	17.14	18.34
Station Collector:		
-Start	12.50	13.42
-- After 4 months	13.21	14.18
-- After 8 months	13.97	15.00
-- After 1 year	16.30	17.50
Subway Supplier:		
-Start	12.85	13.77
-- After 4 months	13.63	14.61
-- After 8 months	14.37	15.40
-- After 1 year	16.75	17.95

SCHEDULE "A-3"
LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
TRANSPORTATION DEPARTMENT — DIVISIONAL
CLERKS

	Effective.	
	July 1, 1989	July 1, 1990
Junior Divisional Clerk (Wage Group 4)		
— Start	\$12.08	\$12.93
-After 4 months	12.78	13.67
-After 8 months	13.49	14.43
— After 1 year	15.66	16.76
 Divisional Clerk (Wage Group 5)		
— After 2 years	16.38	17.53
 General Divisional Clerk (Wage Group 7)		
— After 3 years	17.56	18.79
 General Afternoon/Night Clerk, General Day Clerk Senior Divisional Clerk, Vault Clerk (Wage Group 8)		
— Start	14.19	15.18
— After 4 months	15.02	16.07
-After 8 months	15.88	16.99
— After 1 year	18.40	19.69

**TRANSPORTATION DEPARTMENT — DIVISIONAL
CLERKS
(Cont'd)**

	Effective	
	July 1, 1989	July 1, 1990
Slip Clerk (Wage Group 9)		
— Start	14.63	15.65
— After 4 months	15.48	16.56
— After 8 months	16.35	17.49
— After 1 year	18.96	20.29

NOTES:

1. Employees in the Junior Divisional Clerk classification are, upon completion of two years of continuous service in this capacity, upgraded to Divisional Clerk at the maximum rate. After completing a further 12 months in their new classification, they are upgraded to General Divisional Clerk at the maximum rate.

SCHEDULE "A-4"
LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
SAFETY AND FIRE PREVENTION DEPARTMENT
FIRE INSPECTOR

	Effective	
	July 1, 1989	July 1, 1990
Fire Inspector's Helper (Wage Group 3)		
— Start	\$11.79	\$12.62
— After 4 months	12.49	13.36
— After 8 months	13.18	14.10
— After 1 year	15.37	16.45
 Fire Inspector (Wage Group 5)		
— After 18 months	15.54	16.63
— After 24 months	16.38	17.53
 General Fire Inspector (Wage Group 7)		
— After 30 months	16.65	17.82
— After 36 months	17.56	18.79
 Lead Hand-Fire Inspector (Wage Group 9)		
— Start	14.63	15.65
— After 4 months	15.48	16.56
— After 8 months	16.35	17.49
— After 1 year	18.96	20.29

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 July 1, 1989.

TRANSPORTATION DEPARTMENT

Group	Wage
OCCUPATIONAL CLASSIFICATIONS	
Station Collector	
Subway Supplier	
Operator	
Subway Motorman	
Junior Divisional Clerk	4
Divisional Clerk	5
General Divisional Clerk	7
General Afternoon/Night Clerk	8
General Day Clerk	8
Senior Divisional Clerk	8
Vault Clerk	8
Slip Clerk	9

GRAY COACH LINES, LIMITED

Driver	
Junior Ticket & Information Clerk	4
Ticket & Information Clerk	5
General Ticket & Information Clerk	7
B.P.X. Employees (refer to Schedule "A" of the B.P.X. Appendix)	

EQUIPMENT DEPARTMENT

GREENWOOD SHOPS	
Janitor	1
Lunch Room Attendant	2
Shop Handyman	4
Stores Attendant	4
Senior Stores Attendant	5
Air Bench Repairman	7
Bench Repairman	7
General Spray Painter	7
Truck Repairman	7
Vehicle Painter	7
Air Bench Fitter	8
Axle Fitter	8
Bench Fitter	8
Electrical Fitter	8
General Bench Carpenter	8
General Body Repairman	8
General Improver	8
General Shop Welder	8
General Vehicle Pipefitter	8
General Wireman	8
Electrical Equipment Tester	9
General Machinist	9
General Maintenance Electrician	9
General Millwright	9
General Running Maintenance Repairman	9
Vehicle and Air Conditioning Repairman	9
Vehicle Trouble Analyzer (Electrical)	9
Vehicle Trouble Analyzer (Pneumatic)	9
Electronic Equipment Repairman	10
Special Equipment Repairman & Tester	11

REVENUE AND SECURITY EQUIPMENT

MAINTENANCE

Handyman R.S.E.M	5
Revenue Equipment Serviceman	7
Revenue Equipment Repairman	8
Revenue Equipment Mechanic	9
Revenue Equipment Analyzer	11

HARVEY SHOPS

Blacksmith and Welding Section

Blacksmith's Helper	4
Blacksmith	7
General Blacksmith	8
General Shop Welder	8
General Blacksmith/Welder	9
Lead Hand — Blacksmith & Welding	10

Body Repair Section

Body Repairman	7
General Body Repairman	8
General Improver (Body Repair)	8
Pipefitter and Heater Installer	8
Lead Hand — General Body Repair	9

Electrical Repair Section

Electrical Handyman	4
Electrical Improver	5
Armature Winder	7
Balancing Machine Operator	7
Electrical Repairman	7
Maintenance Electrician	7
Electrical Fitter	8
General Armature Winder	8
General Improver (Electrical)	8
Electrical Equipment Tester	9
General Maintenance Electrician	9
Electronic Equipment Repairman	10

Lead Hand — Motor Repair	10
General Section	
Janitor	1
Lunch Room Attendant	2
Machine Shop Section	
Air Bench Handyman	4
Air Bench Repairman	7
General Improver (Pneumatic)	7
Air Bench Fitter	8
Motor Repair Section	
Motor Repairman's Helper	3
Electrical Handyman	4
Armature Bander	5
Motor Repairman	5
Armature Winder	7
Balancing Machine Operator	7
Brush Holder Repairman	7
Commutator Turner and Undercutter	7
General Motor Repairman	7
General Armature Winder	8
Motor Repairman Analyzer	8
General Armature Winder Analyzer	9
Paint Section	
Paint Shop Helper	2
Brush Painter	4
Paint Remover	4
Spray Painter	4
Vehicle Glazer	4
Vehicle Striper	4
General Brush Painter	5
General Vehicle Glazer	5
General Spray Painter	7

General Vehicle Striper	7
General Vehicle Painter	8
Lead Hand — Painter	9
Sheet Metal Section	
General Body Repairman	8
Tinsmith's Improver	8
General Tinsmith	9
Stores Section	
Storeroom Attendant's Helper	2
Storeroom Attendant (Paint Stores)	3
Truck Driver (Stores)	3
Storeroom Attendant (Free Stores)	4
Senior Stores Attendant (Free Stores)	5
Storeman (Paint Stores)	5
Storeroom Attendant (Class A)	5
Storeroom Attendant (Vehicle Body Stores)	5
Truck Repair Section	
Shop Mule Operator	3
Steam Jenny Operator	4
Transfer Table Operator	4
Mechanical Serviceman (Shop)	5
Service Car Repairman	7
Truck Repairman	7
General Vehicle Pipefitter	8
Upholstery Section	
Upholsterer	7
General Upholsterer	8
Lead Hand-Upholsterer	10
Wiring Section	
Wiring Handyman	4
Wireman	7

General Improver (Electrical)	8
General Wireman	8
Vehicle Trouble Analyzer (Electrical)	9
Woodworking Machine Shop Section	
Woodworking Machine Shop Helper	3
Bench Carpenter	7
Glass Setter and Cutter	7
Plastics Repairman	7
Woodworking Machinist	7
General Bench Carpenter	8
General Improver (Wood Bench)	8
General Woodworking Machinist	8
Plastics Fabricator	8
Patternmaker	9
Lead Hand-Woodworking Machinist	10
CARHOUSES	
Janitor	1
Carhouse Helper	2
Carhouse Operator	4
Carhouse Clerk	4
Carhouse Despatcher	5
Day Vehicle Serviceman	5
Night Vehicle Serviceman	5
I.C.T.S. Clerk	5
Senior Stores Attendant	5
Yard Control Operator	5
Carhouse Painter	7
Lead Hand Carhouse Operator	7
Utility Floorman	7
Vehicle Repairman	7
General Body Repairman	8

*General Body Repairman/Painter	8
General Improver (Carhouse)	8
General Vehicle Repairman	8
Electrical Trouble Analyzer	9
Emergency Repairman	9
General Machinist	9
Subway Emergency Repairman	9
Vehicle and Air Conditioning Repairman	9
Vehicle Trouble Analyzer (Electrical)	9
Vehicle Trouble Analyzer (Pneumatic)	9
I.C.T.S. General Repairperson	10
*Carhouse Emergency Repairperson	10
*Carhouse Electrical Analyzer	11

DUNCAN SHOPS

Janitor	1
Lunchroom Attendant	2
Shop Helper	2
Lead Hand -Janitor	3
Shot Blast Operator	3
Serviceman	4
Component Cleaner Operator	4
Storeroom Attendant (Garage Stores)	4
Tire Changer	4
Tool Room Attendant	4
General Vehicle Glazer	5
Battery Man	7
Bench Fitter (Garage)	7
Electrical Bench Fitter	7
General Spray Painter	7
Mechanical Serviceman	7
Radiator Repairman	7
Senior Stores Attendant	7

'Under review

Automotive Machinist	8
Automotive Welder	8
Electrical Automotive Repairman	8
General Body Repairman	8
Relief Automotive Mechanic	8
Repair Mechanic	8
Unit Builder	8
Automatic Transmission Builder	9
Automotive Wireman	9
Control Inspector	9
Engine Builder	9
Engine Builder -Truck & Car Repair	9
Engine Dynamometer Operator	9
Equipment Mechanic	9
General Automotive Machinist	9
Transmission Dynamometer Operator	9
General Machinist — Mechanic	10
Lead Hand-Heavy Unit Section	10
Lead Hand — Trans. and Diff. Repairman	10
Lead Hand — Vehicle Repair Section	10
Lead Hand -Truck and Car Repair	11
Senior Electrical Automotive Repairman	11
 OPERATING GARAGES	
Janitor	1
Operating Garageman	3
Truck Driver	3
Lead Hand — Operating Garageman	4
Serviceman	4
Steam Cleaner Operator	4
Vehicle Dispatcher	4
Electrical Inspector	7
General Spray Painter	7
Mechanical Serviceman	7
Senior Material Handler	7
Electrical Automotive Repairman	7

Electrical Trouble Analyzer	8
General Body Repairman	8
Relief Automotive Mechanic	8
Repair Mechanic	8
Lead Hand — Repair Mechanic	9
Senior Automotive Trouble Analyzer	9
Vehicle Air Conditioning & Repair Mechanic	9
Lead Hand — Repair Mechanic (Terminal)	10

OUT-OF-TOWN LOCATIONS

Serviceman	4
Lead Hand-Serviceman	5

PLANT DEPARTMENT

BUILDINGS DIVISION

Mechanical Maintenance Section

Escalator Checker	3
Maintenance Improver	5
Maintenance Repairman	7
Escalator Mechanic	9
Lead Hand — Escalator Mechanic	9

Building Maintenance Section

Janitor	1
Labourer	2
Utility Janitor	2
Journeyman's Helper	3
Station Serviceman	3
Lead Serviceman (Gray Coach)	4
Lead Serviceman (McBrien Building)	4
Lead Serviceperson (Landscaping)	4
Lead Station Serviceman	4
Handyman	5
Truck Driver/Utility Painter	5
Utility Painter	5
Lead Hand — Maintenance	7

Painter	7
Painter's Improver	7
Carpenter's Improver	8
General Painter	8
Plumber's Improver	8
Steamfitter's Improver	8
Bricklayer	9
General Maintenance Carpenter	9
Lead Hand — Painter	9
Plumber	9
Steamfitter	9
Lead Hand — Bricklayer	10
Lead Hand — Maintenance Carpenter	10
Master Plumber	10

Heating Section

Truck Driver	3
Maintenance Repairman (Heating)	5
Stationary Engineer	5
Lead Hand — Stationary Engineer	7
*Maintenance Mechanic (Heating)	8
*Heating Ventilating & Air Conditioning Mechanic	9

Shop Maintenance Section

Labourer	2
Maintenance Helper	3
Electrical Equipment Repairman	5
Maintenance Improver	5
Track Welding Improver	5
General Improver (Buildings)	7
Maintenance Fitter	7
Maintenance Repairman	7
Shop Welder	7
Electrical Equipment Mechanic	8

'Under review

General Welder	8
Machinist	8
Maintenance Mechanic	8
General Machinist	9
Lead Hand — Maintenance Mechanic	9
Lead Hand — Plant Repair Shop	10

WAY DIVISION

Labourer	2
Sand Dryer Plant Operator	3
Trackman	3
Truck Driver	3
Equipment Operator	4
General Trackman	4
Track Patrolman	4
Emergency Track Repairman	5
Lead Hand-Track Bender	5
Lead Hand — Track Maintenance	5
Rail Lubricator Serviceman	5
Service Vehicle Operator	5
Track Grinder	5
Track Welding Improver	5
Emergency Track Mechanic	7
Lead Hand -Track Maintenance (Subway)	7
Electric Crane Operator	8
Subway Crane Operator (Swing Rate)	8
Surface Truck Crane Operator	8
Track Welder	8
Diesel Crane Operator (Part Time)	9
Lead Hand — General Welder (Part Time)	9

MATERIALS & PROCUREMENT DEPARTMENT

General Stores	
Junior Warehouseman	2
Warehouseman	4

Equipment Warehouseman	5
General Warehouseman	5
Receiving Warehouseman	5
Senior Warehouseman	7
SAFETY & FIRE PREVENTION DEPARTMENT	
CORPORATE SECURITY DEPARTMENT	
Security Attendant	1
Fire Inspector's Helper	3
Fire Inspector	5
General Fire Inspector	7
Lead Hand -Fire Inspector	9

SCHEDULE "C"
APPENDIX I
AGREEMENT REGARDING THE AMENDMENT
OF THE
A.T.U., LOCAL 113 COLLECTIVE AGREEMENT

Exchanging of off-days shall be permitted for all uniform employees within the bargaining unit upon following the proper procedures:

PROCEDURES

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 Divisional Superintendent three days prior to the requested exchange.
3. All exchanges must be completed within a two-week period.
4. An employee shall be permitted to exchange off-days three times per calendar year.
5. Employees who exchange off-days will be paid value for the work actually performed.
6. The above procedures will be introduced for a trial period of 18 months after which the procedure will be extended only upon the mutual agreement of the parties.

EFFECTIVE JANUARY 1, 1988

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