

# **AGREEMENT**

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

**Effective**  
**April 1, 1999**  
**to**  
**March 31, 2002**

# **AGREEMENT**

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

**Effective April 1, 1999 to March 31, 2002**

**Entered into as of April 21, 1999**

**This Agreement signed by Local 113,**  
**21st day of April, 1999**

**Signed by Toronto Transit Commission,**  
**21st day of April, 1999**

## LIST OF CONTENTS

	Page	Section
Statement of Agreement . . . . .	14	
Signatures (Toronto Transit Commission and Local 113, Amalgamated Transit Union) . . . . .	129	

### ARTICLE I — GENERAL PROVISIONS

Bereavement Leave . . . . .	47	20
Conditions for Union Shop and Checkoff . . . . .	16	6
Consultation Committees . . . . .	70	36
Continuity of Service to the Public . . . . .	18	7
Contracting Out . . . . .	70	37
Defence of Employees . . . . .	70	38
Employee Assistance Program . . . . .	68	33
Employee Parking . . . . .	65	30
Sickness . . . . .	44	18
Employees' Representatives . . . . .	15	2
Equipment . . . . .	56	27
Extra Work . . . . .	15	4
Furnishing Information . . . . .	56	26
Grievance Procedures . . . . .	21	9
Group Insurance . . . . .	41	16
Health and Safety . . . . .	71	39
Health Services . . . . .	42	17
Hourly Wage Rates, Wage Re-opener and COLA Clause . . . . .	29	10
Injury at Work . . . . .	47	19
Issue Clothing . . . . .	56	28
Lay Off, Job Security & Recall Policy . . . . .	52	24
Leave of Absence . . . . .	48	21
Long Term Disability Benefit . . . . .	46	18
Lunchrooms . . . . .	65	31
Management and Discipline . . . . .	19	8
Non-Discrimination . . . . .	69	34
Pay-Direct Deposit . . . . .	30	11

	Page	Section
Pensions. . . . .	40	15
Present Working Conditions . . . . .	15	3
Probationary Period . . . . .	50	22
Purpose of Provisions . . . . .	15	1
Reinstatement of Employees’ Representatives. . . . .	16	5
Report Allowances (Accident, Incident, Pay Shortage). . . . .	55	25
Safety Footwear . . . . .	64	29
Shift Premium. . . . .	31	12
Sickness. . . . .	44	18
Statutory and Designated Holidays . . . . .	34	14
Technological Change . . . . .	51	23
Termination and Amendment . . . . .	69	35
Tuition Aid . . . . .	66	32
Vacations. . . . .	31	13

**ARTICLE II — PROVISIONS  
APPLICABLE TO UNIFORMED  
EMPLOYEES IN THE  
TRANSPORTATION DEPARTMENT**

Acting Inspectors . . . . .	84	19
Bonuses and Allowances		
— Crew Value, Guarantee of . . . . .	75	3(5)
— Extra and Uncrewed Runs . . . . .	74	3(2)
— Reporting & Signing-In Allowance . . . . .	74	3(1)
— Reportpersons, Daily Guarantee to . . . . .	75	3(3)
— Reportpersons, Waiting Time Allowance for . . . . .	75	3(4)
— Spread Allowances and Limits . . . . .	76	3(6)
— Work at Other than Home Division . . . . .	77	3(7)
Combined Operating and Yard Work . . . . .	81	13
Compressed Work Week Crews . . . . .	77	3(6)
Day’s Work and Week’s Work. . . . .	80	9
Definition . . . . .	73	1
Delay Time . . . . .	78	6

	Page	Section
Instructors' Pay . . . . .	84	18
Nature of Work . . . . .	80	10
New Routes and Vehicles . . . . .	81	12
Off Days . . . . .	80	11
Overtime . . . . .	78	5
Pay for Volunteer Work . . . . .	77	4
Public Relations Complaints . . . . .	84	20
Reporting Requirements and Travel Time . . . . .	78	8
Running Time . . . . .	81	15
Seniority and Selection of Work . . . . .	73	2
Subway Operation Regulations . . . . .	81	14
Sunday Premium . . . . .	78	7
Training Pay		
— Qualified Operators . . . . .	82	17
(a) Initial Training . . . . .	82	17
(b) Refresher Training . . . . .	82	17
(c) Subway Training . . . . .	83	17
(d) Training on Sunday . . . . .	83	17
(e) Training on Statutory or Designated Holidays . . . . .	83	17
— Student Operators . . . . .	81	16

**ARTICLE III — PROVISIONS  
APPLICABLE TO DIVISIONAL  
CLERKS AND TICKET  
AND INFORMATION CLERKS**

Day's Work and Week's Work . . . . .	87	2
Definition . . . . .	87	1
Meal Allowance . . . . .	90	11
Off-Day Work . . . . .	89	6
Overtime . . . . .	87	3
Progression . . . . .	91	12
Seniority . . . . .	90	9
Shift Work . . . . .	89	7
Shortage Allowance . . . . .	90	10
Statutory and Designated Holidays . . . . .	87	4

	Page	Section
Substitution Allowance .....	90	8
Sunday Premium .....	89	5

**ARTICLE IV — PROVISIONS  
APPLICABLE TO MAINTENANCE  
DEPARTMENTS**

Contracting Out .....	98	16
Day's Work and Week's Work .....	93	2
Definition .....	93	1
Inclement Weather		
— Daily Allowance For Work in .....	94	6
Lateness Penalty .....	96	13
Off-Day Work .....	94	5
Overtime .....	93	3
Paid Lunch .....	95	8
Seniority .....	96	11
— Job Bidding — Union Officers .....	96	10
— Juniors or Apprentices .....	96	12
Substitution Rates .....	95	9
Sunday Premium .....	94	4
Temporary Employees .....	98	15
Tools .....	97	14
Wash-Up Allowance .....	95	7

**ARTICLE V — PROVISIONS APPLICABLE TO  
STATION COLLECTORS AND SUBWAY SUPPLIERS**

Air Conditioning .....	106	14
Banking of Statutory Holiday Regulations .....	105	13
Crash Gate Work .....	104	12
Daily Guarantee .....	102	6
Day's Work and Week's Work .....	101	2
Definition .....	101	1
Eligibility (for Station Collector Job) .....	102	5
Off Day Arrangements .....	102	9

	Page	Section
Overtime . . . . .	102	7
Pay for Volunteer Work . . . . .	106	15
Report Allowances . . . . .	101	3
Return of Funds . . . . .	106	17
Seniority Regulations . . . . .	101	4
Shortage Allowance . . . . .	103	11
Spread Allowances and Limits . . . . .	103	10
Sunday Premium . . . . .	102	8
Transfer of Funds . . . . .	106	16

**ARTICLE VI-I — GENERAL PROVISIONS  
APPLICABLE TO WHEEL-TRANS**

Present Working Conditions . . . . .	109	-
--------------------------------------	-----	---

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

Acting Inspectors . . . . .	113	13
Bonuses and Allowances —		
Reporting and Signing-In . . . . .	110	3(1)
Weekly Guarantee of Work Hours . . . . .	111	3(2)
Working at Other Than Home Divisions . . . . .	111	3(3)
Definition . . . . .	110	1
Delay Time . . . . .	112	6
Exchange of Off-Days . . . . .	115	15
Hours of Work and Shift Schedules . . . . .	111	4
Instructor’s Pay . . . . .	113	12
Off Days . . . . .	112	9
Pay for Volunteer and Overtime Work . . . . .	111	5
Public Relations Complaints . . . . .	114	14
Reporting Requirement . . . . .	112	8
Running Time . . . . .	113	10
Training Pay — Student Operators . . . . .	113	11
Seniority and Selection of Work . . . . .	110	2
Sunday Premium . . . . .	112	7

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

	Page	Section
Day's Work and Week's Work . . . . .	117	2
Definition . . . . .	117	1
Dress Code . . . . .	120	10
Overtime . . . . .	117	3
Progression . . . . .	120	9
Seniority . . . . .	119	7
Shift Selection . . . . .	120	8
Statutory and Designated Holidays . . . . .	117	4
Substitution Allowance . . . . .	120	11
Sunday Premium . . . . .	119	5
Work on Off Days . . . . .	119	6

**ARTICLE VII-I  
PROVISIONS APPLICABLE TO NON-CLERICAL  
EMPLOYEES  
IN REVENUE OPERATIONS OF THE FINANCE  
DEPARTMENT**

Balancing Time . . . . .	125	13
Daily Guarantee . . . . .	121	3
Day's Work and Week's Work . . . . .	121	2
Definition . . . . .	121	1
Off Days . . . . .	122	6
Overtime . . . . .	121	4
Paid Lunch . . . . .	123	8
Pay for Volunteer Work . . . . .	123	7
Seniority . . . . .	124	10
Shortage Allowance . . . . .	124	12
Statutory and Designated Holidays . . . . .	124	11
Substitution Allowance . . . . .	123	9
Sunday Premium . . . . .	122	5



**ARTICLE VII-II  
PROVISIONS APPLICABLE TO CLERICAL GROUP  
EMPLOYEES  
IN REVENUE OPERATIONS OF THE FINANCE  
DEPARTMENT**

	Page	Section
Daily Guarantee .....	126	3
Day's Work and Week's Work .....	126	2
Definition .....	126	1
Overtime .....	126	4
Paid Lunch .....	127	8
Pay for Volunteer Work .....	127	7
Seniority .....	127	10
Statutory and Designated Holidays .....	128	11
Substitution Allowance .....	127	9
Sunday Premium .....	126	5
Work on Off Days .....	127	6

**SCHEDULE "A"**

Basic Hourly Wage Rates (Effective April 1, 1999) (Applies to employees hired before April 17, 1996, including employees on recall list as of February 19, 1996).....	131
--	-----

**SCHEDULE "A-1"**

Basic Hourly Wage Rates (Effective April 1, 1999) (Applies to employees hired on or after April 17, 1996, except employees on recall list as of February 19, 1996).....	132
--	-----

**SCHEDULE "A-2"**

Basic Hourly Wage Rates (Effective April 1, 2000) (Applies to employees hired before April 17, 1996, including employees on recall list as of February 19, 1996).....	133
--	-----

**SCHEDULE “A-3”**

	Page	Section
Basic Hourly Wage Rates (Effective April 1, 2000) (Applies to employees hired on or after April 17, 1996, except employees on recall list as of February 19, 1996).....	134	

**SCHEDULE “A-4”**

Basic Hourly Wage Rates (Effective April 1, 2001) (Applies to employees hired before April 17, 1996, including employees on recall list as of February 19, 1996) .....	135	
---	-----	--

**SCHEDULE “A-5”**

Basic Hourly Wage Rates (Effective April 1, 2001) (Applies to employees hired on or after April 17, 1996, except employees on recall list as of February 19, 1996).....	136	
--	-----	--

**SCHEDULE “A-6”**

Operator, Station Collector and Subway Supplier Hourly Wage Rates (Applies to all employees hired before April 17, 1996, including employees on recall list as of February 19, 1996).....	137	
---	-----	--

**SCHEDULE “A-7”**

Operator, Station Collector and Subway Supplier Hourly Wage Rates (Applies to all employees hired on or after April 17, 1996, except employees on recall list as of February 19, 1996).....	138	
---	-----	--

## **SCHEDULE “A-8”**

	Page	Section
TTC Divisional Clerks and TCT Clerks Basic Hourly Wage Rates (Applies to all employees hired before April 17, 1996, including employees on recall list as of February 19, 1996) .....	139	

## **SCHEDULE “A-9”**

TTC Divisional Clerks and TCT Clerks Basic Hourly Wage Rates (Applies to all employees hired on or after April 17, 1996, except employees on recall list as of February 19, 1996) .....	141	
---	-----	--

## **SCHEDULE “A-10”**

Wheel-Trans Department Clerks Basic Hourly Wage Rates (Applies to all employees hired before April 17, 1996 including employees on recall list as of February 19, 1996) .....	143	
---	-----	--

## **SCHEDULE “A-11”**

Wheel-Trans Department Clerks Basic Hourly Wage Rates (Applies to all employees hired on or after April 17, 1996 except employees on recall list as of February 19, 1996) .....	145	
---	-----	--

## **SCHEDULE “A-12”**

Revenue Operations Clerical and Non-Clerical (Effective October 13, 2000) Basic Hourly Wage Rates .....	147	
---	-----	--

**SCHEDULE “A-13”**

	Page	Section
Revenue Operations Clerical and Non-Clerical (Effective October 13, 2000)		
Basic Hourly Wage Rates (This scale only applies to employees who were in Revenue Operations as of September 1, 2000, who completed a 3-year wage progression and are subsequently upgraded/downgraded into another Revenue Operations job).....	148	

**SCHEDULE “A-14”**

Revenue Operations Clerical and Non-Clerical (Effective April 1, 2001)		
Basic Hourly Wage Rates .....	149	

**SCHEDULE “A-15”**

Revenue Operations Clerical and Non-Clerical (Effective April 1, 2001)		
Basic Hourly Wage Rates (This scale only applies to employees who were in Revenue Operations as of September 1, 2000, who completed a 3-year wage progression and are subsequently upgraded/downgraded into another Revenue Operations job).....	150	

## **SCHEDULE “B”**

	Page	Section
Occupational Classifications and Wage Groups		
Transportation . . . . .	151	
Revenue Operations — Finance . . . . .	152	
Equipment — Greenwood Shops . . . . .	152	
— R.S.E.M. . . . .	153	
— Harvey Shops . . . . .	154	
— Carhouses . . . . .	154	
— Duncan Shops . . . . .	157	
— Operating Garages . . . . .	158	
Plant Maintenance . . . . .	159	
Track and Structure . . . . .	161	
Materials & Procurement — General Stores . . . . .	162	
Safety . . . . .	161	
Corporate Security . . . . .	161	

## **SCHEDULE “C”**

Exchanging of Off Days . . . . .	163	
----------------------------------	-----	--

## **SCHEDULE “C-1”**

Laundering of Work Clothing . . . . .	164	
---------------------------------------	-----	--

## **APPENDIX A**

	Page	Section
Wheel-Trans Vacation Selection Regulations		
— Wheel-Trans Operators . . . . .	166	
— Wheel-Trans Clerks . . . . .	169	

## **APPENDIX B**

Wheel-Trans Sign-up Regulations		
— Wheel-Trans Operators . . . . .	171	
— Wheel-Trans Clerks . . . . .	174	

## **APPENDIX B-1**

Common Seniority Provisions		
Wheel-Trans Department Operators . . . . .	176	

## **APPENDIX C**

Wheel-Trans Clerks Seniority Regulations . . . . .	178	
--	-----	--

## **APPENDIX D**

Wheel-Trans Clerks Dress Appearance . . . . .	179	
---	-----	--

## **APPENDIX E**

Letters of Intent . . . . .	180	
-----------------------------	-----	--

## **APPENDIX F**

Future Collective Agreements . . . . .	186	
<b>INDEX</b> . . . . .	187	

THIS AGREEMENT made in duplicate this 1st day of April, 1999

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 plural shall, unless the context requires otherwise, include the singular 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 employees have adequate reasons they shall be excused.

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**

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

### **Section 6. Conditions for Union Shop and Checkoff**

All employees in classifications covered by this Agreement must, unless already holding membership in any other organized labour union and working at their craft remain members in good standing of the Union by payment of dues as a condition of continued employment with the 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 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 Associate Members leave and later re-enter the service, they shall become Associate Members from the date they re-entered the Commission's service without being required to again authorize the deduction of dues from their pay.

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

The 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.

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

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

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

### **Section 7. Continuity of Service to the Public**

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

The Union agrees that, so long as this Agreement continues to operate, there shall be no strike, cessation of work, refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slowdown or other concerted activity on the part of employees designed to restrict or limit the 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 employees who have not completed their probationary period may be dismissed by the Commission for any reason satisfactory to the Commission, and the right of a probationary employee to grieve or otherwise challenge such dismissal shall be only as contained in Article 1, Section 22 of this Agreement, and no further. In no case shall the exercise of the above responsibilities of Management be contrary to any of the terms and conditions of this Agreement.

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

### **Administration of Discipline**

The parties recognize that discipline, including dismissal, can be a traumatic experience for employees, and accordingly, justice must be done in a manner that is consistent with dignity. The employee may be subject to an initial fact finding interview and will be given an opportunity to present any pertinent information. The employee may be relieved from duty (with or without pay) or reassigned, as circumstances warrant.

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

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

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

Employees shall be entitled, if they request to have a Union Representative with them whenever such employees are required to report for discipline. If such a request is made, and a union representative is not immediately available, the discipline interview will be delayed for a reasonable time. The 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 employees are required to report for discipline, their case shall be decided with the least possible delay so any financial loss will be minimized and, if possible, at a time when the employee would not otherwise be working.

No Operator or Collector shall be relieved from duty for the purpose of discipline without first being interviewed by the Divisional Superintendent or Assistant Superintendent or designate, 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 or their designate, will be conducted at the Operator's Divisional Office.

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

The Union agrees to exert every effort to co-operate with the 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 the 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 the 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 designated representative shall reply to the grievance within 12 calendar days of submission thereof.

### **Step 3.**

If the reply from the General Superintendent or designated representative is unsatisfactory to the Union, the Union may, within 12 calendar days from the receipt of the reply in Step 2, or if no reply is received, within 12 calendar days from the expiration of the period limited

for such reply, submit an appeal in writing to the Manager-Human Resources or designated representative.

The Deputy General Manager(s) in the Operations Branch will conduct the Appeal for Operations Branch employees (including Wheel Trans) and shall reply in writing within 12 calendar days. Should either Deputy General Manager not be available, the Manager-Human Resources or designated representative shall conduct the grievance.

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

At this hearing, either party may require the attendance of the Grievor, provided that any statements made by the Grievor or the 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, either party may, within five (5) calendar days, submit the matter to Grievance Mediation, or may, within thirty (30) calendar days, submit the matter to Arbitration as hereinafter provided.

#### **Step 4. Grievance Mediation**

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



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

## **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 5. Arbitration**

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

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

Where Grievance Mediation occurs and no settlement is reached, the matter may be referred to Arbitration by the grieving party within thirty (30) calendar days after the five (5) calendar day period following the completion of the Mediation process referred to in Item (j) has elapsed.

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

be entitled to submit the grievance to the next step of the grievance procedure, or to Arbitration as the case may be.

3.(1) Either party desiring to submit to Arbitration any matter arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable as provided herein, shall give notice to the other party in writing of its desire to refer the grievance to Arbitration and at the same time shall inform the Chairperson Nominee who is then first on the list of Chairperson Nominees, which list is referred to in Paragraph 3(2)(a) hereof, and who therefore is entitled to act as Chairperson of the Arbitration Board pursuant to the terms of Paragraph 3(2)(b) hereof.

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

(b) The Chairperson of the Board of Arbitration shall be the Chairperson Nominee, whose name is first on the list at the time the grievance is submitted to Arbitration, provided that the said Chairperson Nominee must be able to provide the parties with a hearing date which is within 90 calendar days of the date of the referral of the grievance to Arbitration or such other date as is agreed to by the parties. If the Chairperson Nominee whose name is first on the list is not able to establish a hearing date which is within such 90 calendar days, the Chairperson Nominee whose name is second on the list must be selected as Chairperson, provided that he is able to establish a hearing date which is within such 90 calendar days, and the selection process shall continue until a Chairperson Nominee is able to provide the parties with a hearing date which is within 90 calendar days is reached on the list. In the event that the list of Chairperson Nominees is exhausted without finding a Chairperson able to so provide a hearing date, the Chairperson Nominee whose name was first on the list at the time of the referral of the grievance to Arbitration will be selected as the Chairperson of the Board of Arbitration and the said Chairperson

will be requested to schedule the earliest possible date for a hearing. Where any such Chairperson is unable or unwilling to act, selection of a Chairperson shall be made in order from the list.

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

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

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

- (i) becomes seized of a grievance, or
- (ii) advises the parties in a case to which provisions requiring a hearing within 90 calendar days of the referral apply, that he or she is unable to provide a hearing date with such 90 calendar days.

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

5. The Board of Arbitration shall be required by the parties, in any grievance involving discharge or other termination of, employment, or discipline, to render a decision within 30 calendar days following the hearing, with or without written reasons, and in the absence of written

reasons, the Arbitration Board shall give written reasons for its decision within 60 calendar days following the rendering of the decision. If any Board of Arbitration shall fail to render its decision, or give reasons as the case may be, within the time periods set out in this Paragraph, upon the request of either party, the name of the Chairperson of such Board shall be deleted from the list of Chairpersons contained in Subparagraph 3(2)(d) hereof.

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

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

8. It is the mutual desire of the Union and the Commission that every possible attempt be made to resolve complaints or grievances without resorting to Arbitration, and to this end each party agrees to meet at the request of the other party at all reasonable times in an attempt to resolve such complaint and grievance, and nothing herein contained shall preclude the parties from meeting and discussing the complaint or grievance at any stage thereof, either before or after the matter has been submitted to Arbitration. At any such meeting each of the parties may attend with such representative or representatives as each shall respectively choose.

9. In the alternative to the foregoing, the parties may, in writing, agree that the matter may be arbitrated by a sole Arbitrator selected by the parties or, in default of mutual selection, to be selected by the Minister of Labour for the Province of Ontario. Where a sole Arbitrator is selected or appointed as aforesaid, the Arbitrator shall have the same powers as a Board of Arbitration under this Agreement, and the Arbitrator's compensation and legitimate expenses shall be divided equally between the parties.

## **Section 10. Hourly Wage Rates**

The basic hourly wage rates and job classifications shall be as set forth in Schedules “A” to “A-15”, and Schedule “B” to this Agreement and they shall continue for the life of this Agreement except as in this section otherwise provided.

### **Wage Re-opener**

The parties agree that if, during the term of this agreement, the Consumer Price Index (Toronto all items) (CPI-T) shall increase by 6.25%, or more, above the level of the CPI-T as of June, 1992, the Union may notify the 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 6.25%, or more, above the June, 1992, CPI-T, and the parties shall meet and commence bargaining in good faith within ten (10) days next following delivery of Notice to Renegotiate.

If no agreement is reached within twenty (20) days next following the date upon which the Notice to Renegotiate is delivered (the triggering date), this Collective Agreement shall, notwithstanding the expiration date herein provided, terminate on the earlier of the expiration of thirty (30) days next following the triggering date, or June 30, 1992.

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

### **Cost of Living Allowance**

If the rate of inflation in the 12 months ending March, 2002, as reflected in the percentage change in CPI — Canada from April 2001 to March 2002, exceeds 6%, then a percentage cost of living increase

equal to the percentage greater than 6% (i.e. .5% if inflation is 6.5%) at .1% intervals, up to a max of 1% will be provided to all employees. The 1% will not be incorporated into base rates of pay and will be paid as a lump sum. Such payment will be paid no later than 90 days following the expiration of the collective agreement.

## **Job Evaluation & Wage Administration**

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

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

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

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

## **Section 11. Pay-Direct Deposit**

A direct deposit system has been implemented subject to the following conditions:

- (a) All employees must participate;
- (b) Employees’ pay will be electronically transferred to a bank/financial institution that is a member of the Canadian Payment Association. The employee will have the option of selecting the bank/financial institution of their choice;
- (c) The employees’ pay will be available for opening banking hours on the normal pay day (Wednesday). The employees’ pay stub will normally be made available in an envelope on the employees’ pay day. T-4 slips shall be distributed in separate envelopes; and

- (d) When a normal pay day is a statutory or designated holiday observed by the Commission, employees' pay will be available by direct deposit for the opening banking hours on the business day preceding the holiday.

### **Section 12. Shift Premium**

Each hourly-rated non-uniformed employee (including Station Collectors and Subway Suppliers) covered by this Agreement whose normal work, exclusive of overtime, is continuously conducted on regular eight-hour shifts commencing between 1:00 p.m. and 1:00 a.m. the following day, shall be paid a shift premium of \$.52 per hour worked over and above the normal basic rate.

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

Operators on crews commencing between 1:00 p.m. and 1:00 a.m. the following day and Wheel-Trans Department Operators on shifts scheduled to finish after 11:00 p.m. but before 7:00 a.m. will be paid an additional shift premium of \$4.16 (8 hours x \$.52)

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 46 or more of the 52 pay periods in the previous calendar year) shall be based on:

Either:

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

Or:

the average weekly earnings (excluding pay for volunteer overtime) during the previous calendar year, whichever is greater.

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

If an employee's basic rate of pay shall change during the employees vacation period, vacation pay from and after any such change shall be adjusted accordingly. For employees working on a Compressed Work Week, vacation entitlement (including single day vacations) will be measured in daily work hours e.g. Compressed Work Week day equals 10 hours.

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

### **Vacation Pay in Advance**

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

### **Vacation Selection**

Vacations as set out herein may be taken at such times, in such numbers and under such conditions as set out within the various regulations which may be amended from time to time by the parties hereto. The 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.

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**

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

### **Wheel-Trans Operators/Clerks**

The parties agree to the vacation selection procedures as per Appendix 'A'.

## **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. Student employees are not eligible for the Birthday/Floater Holidays.

If the appropriate governmental authority provides an additional paid statutory holiday during the term of this Agreement for the employees covered by this Agreement and the legislation compels the observance of this holiday over and above the agreed number of statutory and designated holidays, the Statutory and Designated Holidays Section of Article 1 will be amended to provide such holiday.

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

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

above or may choose to observe the Floater Day on the statutory holiday or the off day.

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

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

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

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

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

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

- (b) If employees choose to observe their Birthday Holiday on their actual birthday, they may observe their Floater Day as in I(b) above or on an off day immediately preceding or following their birthday.

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

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

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

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

When a statutory or designated holiday falls in Divisional Clerks’ and Wheel-Trans Operations Clerks’ vacation periods, they shall be permitted the option of receiving holiday pay or selecting a lieu day. If the lieu day option is exercised, they must advise the Department Head at least ten days prior to their vacation and must select a day acceptable to the department which occurs within 30 calendar days following their vacation.

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

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

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

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

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

New temporary employees do not qualify for statutory or designated holiday pay, or to observe a Birthday and Floater Holiday, until after 30 continuous calendar days of employment.

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

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

- i) Selection of Floater Holidays is subject to a balanced workforce.

- ii) Floater Holiday(s) applications must be submitted a minimum of 10 days in advance of the date they are to be taken.
- iii) Employees may not select a Floater Holiday on a Statutory Holiday when they are required to work.
- iv) Floaters may be granted in emergency situations, subject to operational requirements as determined by the vacation quotas.
- v) Floaters must be taken in the calendar year in which they are earned and cannot be carried into the following year. Floaters must be selected by October 1st and taken by December 15. If floaters are not selected by October 1, Management reserves the right to schedule outstanding floater day entitlements.
- vi) Floater Holiday(s) will be paid in accordance with Article 1, Section 14 — Statutory and Designated Holidays.
- vii) Once the selection has been made, no changing/trading will be permitted unless there are exceptional circumstances. Granting such changes will be subject to operational requirements. The work location Superintendent will have the final decision if a mutual agreement cannot be achieved regarding the selection of Floater Holidays.
- viii) Pre-arranged leave of absences of one to five days will not be granted with outstanding vacation/floater days.
- ix) Floater days are to be observed on a working day and cannot be observed on a vacation day.

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

Uniformed employees who are assigned to work on any of the statutory or designated holidays observed by the 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. All Operators signed on a Compressed Work Week will receive 8 hours Statutory Holiday Pay when the Holiday falls on their off-day.

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

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

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

Eligible employees who are not required to work on a statutory or designated holiday shall receive holiday pay at the basic rate for the normal number of hours they would have worked on the day in question had it not been observed as a holiday.

Employees 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**

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

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

The Commission shall contribute the amounts required to cover the cost resulting from the introduction of unreduced pensions after 29 years of service, as provided in Pension Fund Society Bylaw 7.03(vi) as in effect on January 1, 1999.

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

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

Pensioners between the ages of 65 and 70 who were hired prior to December 31, 1963 are entitled to a supplementary pension of \$200.04 per annum upon retirement until age 70. Supplementary pensions are paid solely by the 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 provided under the auspices of the TTC Joint Ancillary Benefit Committee.

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

Basic group life insurance including accidental death and dismemberment shall be provided to all regular employees on the first of the month following completion of six months' continuous service, the cost of which will be shared on an equal basis between the employee and the Commission. The amount of basic group life insurance will

increase from \$25,000 to \$35,000 effective January 1, 1994 for employees actively at work. Accidental death and dismemberment will remain at \$25,000.

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

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

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.)
- (b) Comprehensive Medical Protection Plan (C.M.P.) providing a level of benefits equal to CUMBA (C.M.P.) including \$250.00 every two years for eye glasses and a maximum of \$500.00 per family per calendar year for hearing aids.
- (c) Comprehensive Medical Plan (C.M.P.) providing a "Card System" which requires the "Card" users to reimburse the pharmacist \$1.00 for each separate prescription drug (CUMBA Formulary 1 i.e. Drugs requiring a written prescription by law in Ontario).

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

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

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

## **Dental Plan**

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

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

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

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

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

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

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.

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

Employees required to report to the Health Services Section for a periodic health assessment will have any loss of pay made up.

Should a dispute arise between the employees' physician and the Health Services Section as to fitness to resume (or not) their regular or other work, the employees shall be referred to an independent medical consultant mutually agreed upon by the Union and the Commission for an independent medical examination (IME), and the consultant's opinion of the employee's physical or mental condition shall be considered in the decision finally made as to fitness to resume the employee's regular or other work. In lodging an appeal from Health Services' original decision, the employee shall guarantee the payment of the consultant's fee. Should the original decision of Health Services

be revised, the Commission shall pay the consultant's fee. Should Health Services' original decision be sustained, the consultant's fee shall be paid by the employee.

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

Should the independent medical consultant's decision remain in dispute concerning the employee's fitness for duties, no medical evidence concerning the employee's diagnosis or prognosis other than that provided to the independent medical consultant shall be introduced at any arbitration hearing.

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

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

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

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

To support this commitment, the Commission and the Union agree to work together to establish processes which allow for the identification of rehabilitation opportunities and the successful re-integration of employees into the workplace. Local 113 will be consulted of the movement of employees within the term of this Program. Any disputes

arising from the administration of the Program will be addressed through the Management/Union Objectives process.

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

### **Sick Benefits**

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

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

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

### **Long Term Disability Benefit**

The Commission agrees to provide all employees on Long Term Disability, benefits in accordance with the Letter of Understanding dated September 23, 1987.

Effective January 1, 1998 the disability benefit to recipients whose Long Term Disability Benefits are based on wage rates in effect prior to July 1, 1992, shall be increased by \$50.00 per month, not to exceed the plan maximum of \$2,500 per month.

## **Section 19. Injury at Work**

Employees required to lose time on the day they suffer an injury while at work, will have their normal time made up by the 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. Upon application, an employee will be granted one day paid leave on any normal work day to attend the funeral of a grandchild.

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.

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 employees will



not be entitled to more days of paid bereavement leave than they are entitled to under the above terms.

## **Section 21. Leave of Absence**

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

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

All 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 their child or to attend the homecoming of the mother and child. Such leave should, wherever possible be pre-arranged, and is granted only when the birth or the homecoming falls on a day which is considered to be a regular work day for the employee.

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

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

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

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

Normally each absence will not exceed a half day.

Employees who engage in other employment while on such leave shall be considered to have automatically terminated their service unless they have received permission in writing from the 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.

### **Procedure Regarding Unpaid Leave of Absence For Union Business**

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

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

8. Any disputes concerning leave of absence for Union business should be referred to the Manager — Human Resources or designate.

## **Section 22. Probationary Period**

Employment with the 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, the employee's case shall be discussed with the Union as may be necessary and in advance of release from the service. Should a review show that the joint efforts of the parties hereto have failed, then the employee shall be released from the service.

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

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

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

another Department in a different seniority group, (e.g. Transportation Department to a Maintenance Department or vice versa) the employee will be subject to a qualifying period in the new Department for 8 months and therefore subject to all the relevant practices which are now recognized by both parties except as follows. (Transfers by maintenance employees to the Collectors Division are subject to Maintenance Seniority Regulations).

3. If, at any time during the 8-month qualifying period in the new Department, the employee is released by the new Department, the Union may appeal the release through the grievance procedure, except where the employee has been discharged for 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.

### **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, Job Security and Recall Policy**

### **Lay Off**

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

### **Job Security**

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

### **Recall**

1. All temporary employees (except as detailed in the Maintenance Seniority Regulations) are to be regarded as new employees if laid off and subsequently re-employed.
2. Regular employees who have been employed on a continuous basis by the Commission for six months or more (as of the date of lay off), and who are laid off will have their name placed on the recall list. Their name shall remain on the recall list for a period of 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 individual laid off shall be the first

- individual recalled, provided he or she is fully qualified, willing and able to perform the work available.
3. The employment relationship is severed as of the date of lay off; the recall list therefore represents an opportunity for an individual to regain employment status as at the date of lay off. That opportunity is lost once the individual's name is deleted from the recall list for any of the reasons outlined in #5 below.
  4. When an individual is to be recalled, a registered letter shall be forwarded to the last known address, with a copy sent to the Secretary Treasurer of Local 113. It is the employee's responsibility to inform the Commission (by means of a registered letter) of any and all changes in the current postal address.
  5. An individual's name shall be removed from the recall list if he or she:
    - a. fails to acknowledge the recall letter within seven consecutive calendar days of the registration date of the recall letter, or
    - b. declines the offer of work, or
    - c. fails to resume work within 21 consecutive calendar days of the registration date of the recall letter, or
    - d. is not recalled within 12 months of the date of lay off, or
    - e. withdraws all or any part of his or her contributions to the Pension Fund Society, or
    - f. does not remain a member in good standing of Local 113.

### **Seniority Upon Resumption**

Regular employees who are recalled and who resume work within 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 be treated in accordance with the by-laws of the Pension Fund Society.

b. *Sick Benefit Association*

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

Laid off employees who were members of the S.B.A. become eligible for benefits immediately upon resumption of work if within 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 certificate 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. Occurrence reports will be available at the end terminal subway towers.

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

### **Section 26. Furnishing Information**

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

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

The 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 personal responsibility to ensure that the assigned vehicle is properly equipped and in apparent working order.

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

### **Section 28. Issue Clothing**

#### **Uniform Clothing**

Uniform clothing shall be provided without cost to Operators, 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 one (1) tunic and three (3) pairs of trousers every two (2) years. (Note: Employees have the option of selecting one (1) tunic, two (2) pairs of trousers and one (1) pair of shorts with three (3) pairs of socks every two (2) years.)
- 1 Cap or Sleeveless Pullover or Long Sleeve Pullover or Winter Cap every 2 years (Note: Wheel-Trans Operators have option of 1 Rainwear or Winter Cap every 2 years in addition to the Spring and Summer Cap and Pullover option)
- 6 Uniform shirts short (S 600) or long (S 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.

All Operators and Collectors will be issued with 1 “Winter Cap” initially.

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.

Subway Operators on request will be issued a smock which is to be returned when they sign for other work or leave or are 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, and subject to further amendments as agreed in the Memorandum of Settlement between the parties dated April 13, 1996.

Provisions pertaining to Wheel-Trans Clerks is set out in Appendix “D”.

### **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 service, the employee shall pay the full cost of uniform garments.

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

If employment is terminated after 12 months’ service has been completed but within six months after receipt of standard uniform suit (with extra trousers) or pair of summer trousers, the uniformed employee shall pay the full cost thereof, and if within 12 months, shall pay one-half of the cost.

If employment is terminated after 12 months’ service has been completed but within eight months after receipt of an issue coat, the

uniformed employee shall pay the full cost thereof, and if within 16 months, shall pay one-half of the cost.

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

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

### **Uniform Dry Cleaning**

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

#### **1 Coupon**

1 tunic or  
1 pair of trousers or  
2 shirts

#### **2 Coupons**

1 lightweight topcoat

#### **3 Coupons**

1 Parka

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

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

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

### **Maintenance Employees — Issue Clothing and Boots**

1. Maintenance employees (excluding Security Attendants, who will be issued clothing as set out below from a designated supplier) will be provided annually with VOUCHER(S) to obtain pre-selected work clothing items from a designated supplier as follows:

Effective January 1, 1999 – \$135.00  
Effective January 1, 2000 – \$160.80  
Effective January 1, 2001 – \$175.80  
Effective January 1, 2002 – \$175.80

### **Maintenance Employees**

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

### **Security Attendants**

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

### **Fire Prevention Inspectors**

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

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

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

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

3. Employees receiving issue clothing must at all times wear the issue clothing required to meet the safety and/or appearance standards established for the work group. Management will establish appropriate standards of safety and/or appearance.

4. Issue clothing, which due to abnormal conditions in a particular job is damaged beyond repair or worn out, may be replaced at no charge to the employee if authorized by the Department Head.
5. Employees will be issued with vouchers in the month of January. Employees will obtain their work clothing from designated suppliers during their off time and must present their vouchers to the supplier in order to obtain their work clothing.
6. New employees will be issued work clothing vouchers within one month of their employment on a pro-rated basis.
7. Three (3) vouchers for the cleaning of maintenance employees' parkas will be issued to each maintenance employee annually.
8. Every four years each regular Escalator Mechanic is to be provided with a special voucher to obtain a parka over and above the regular clothing voucher.
9. Every four years each regular Maintenance Repairperson (Heating) and Maintenance Mechanic (Heating), will receive a special voucher to obtain a parka over and above their regular clothing voucher.

### **Laundering of Work Clothing**

The laundering of TTC Issue Work Clothing shall be provided to employees as set out in Appendix D of the Memorandum of Settlement dated September 4, 1991. (Refer to Schedule "C-1" on page 117)

### **Clothing Charges**

Any employee whose employment is terminated within four (4) months after receipt of a voucher shall reimburse the Commission for the full value of the vouchers issued. If the termination is within eight (8) months, the employee shall reimburse the Commission one-half the value of the vouchers issued. Such costs will not be deducted in case of death of the employee or retirement on pension, or transfer to other employment within the Commission.

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

### **Protective and Special Clothing**

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

### **Revenue Operations Employees — Issue Clothing**

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

#### **Agent Order Drivers**

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

#### **Uniform Clothing — Revenue Collectors, Crew Chiefs, Token Vending Machine Attendants**

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

## **Uniform Clothing — Processing Clerk, Senior Processing Operator, Intermediate Processing Operator, Intermediate Processing Clerks & Junior Processing Clerk**

3 Pocketless Overalls (replaced as required based on wear & tear)

### **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 owing to the employee at the time of leaving. The schedule of uniform charges shall be as set out below.

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

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

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

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

### **Uniform Dry Cleaning**

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



## **Laundering of Pocketless Overalls**

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

### **Section 29. Safety Footwear**

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

Effective April 1, 1999 – \$80.00

Effective January 1, 2000 – \$90.00

Effective January 1, 2001 – \$100.00

Effective January 1, 2002 – \$110.00

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

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

Effective April 1, 1999 – \$40.00

Effective January 1, 2000 – \$45.00

Effective January 1, 2001 – \$50.00

Effective January 1, 2002 – \$55.00

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

Effective April 1, 1999 – \$40.00

Effective January 1, 2000 – \$45.00

Effective January 1, 2001 – \$50.00

Effective January 1, 2002 – \$55.00

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

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

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

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

### **Section 30. Employee Parking**

The surface of parking spaces provided for employees by the 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 from a minimum of \$10,000 in any contract year for all regular bargaining unit employees who attend TTC work related self-improvement courses and have completed 12 months of continuous service. It is authorized only when there is a recognized mutual benefit to both the employee and the Commission.

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

#### **Types of Courses Considered Eligible for Assistance**

Eligible courses must:

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

These courses include:

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

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

## **Basis of Approval**

### **a) One Hundred Percent Payment**

One hundred percent of the tuition fee will be reimbursed to an employee who voluntarily attends and successfully completes an approved course which is directly related to the current job classification of the employee or to a position within the employee's seniority group, as defined by the Maintenance Seniority Regulations, that there is a reasonable prospect of the employee attaining such a position. The assessment of eligibility is to be made jointly by the Department Head or Designate and the Union Board Member **prior** to an employee registering for a course.

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

### **b) Fifty Percent Payment**

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

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

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

## **Procedures**

1. An “Employee Pre-Approval Request for Tuition Aid” form is submitted by the employee to the Department Head or Designate and their Union Board Member for approval *prior to* registration.  
Forms are available from workplace Supervisors or the Human Resources Training and Development Section.
2. The Department Head or Designate and Union Board Member assesses, signs and if approved, forwards the request to Human Resources Training and Development who verifies that eligibility requirements have been met. Human Resources Training and Development will forward a copy of the approved form to the employee.
3. When the employee completes the approved course, an original receipt and proof of successful completion are forwarded to the Human Resources Training and Development Section.
4. A direct deposit cheque in the approved amount is issued to the employee from Payroll Accounting, Finance Department.

### **Section 33. Employee Assistance Program**

The Employee Assistance Program is coordinated by a Joint Union Management Advisory Committee comprising of management representatives plus two representatives from Local 113. The senior management representative acts as Chairperson 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

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 members of the in-house volunteer group for the period ending June 30, 1987.

### **Section 34. Non-Discrimination**

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

### **Section 35. Termination and Amendment**

This Agreement shall continue in force and effect until March 31, 2002.

Either party to this Agreement may, not more than 90 days and not less than 60 days prior to March 31, 2002, present to the other party in writing proposed terms of a new or further Agreement and/or amendments to this Agreement and a conference shall be held within 20 days from the first giving notice by either party at which the parties will commence negotiations on the proposed amendments and/or the terms

of a new Agreement. Failing agreement by March 31, 2002, this Agreement and all its terms will continue in force until a new Agreement is executed.

### **Section 36. Consultation Committees**

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

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

### **Section 37. Contracting Out**

The Commission shall ensure that employees shall not be laid off or terminated as a direct result of contracting out of work which is normally performed by members of the Bargaining Unit. This provision will be in effect for the term of the Collective Agreement dated April 1, 1999 to March 30, 2002, notwithstanding the application of Article 1, Section 35 — Termination and Amendment.

### **Section 38. Defence of Employees**

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

Employees facing charges resulting from actions while at work, may be offered the services of the Legal Department in the defence of

the charge, and if so offered shall be granted time off work, without loss of pay, for attendance at necessary interviews and court hearings.

### **Defence by Private Legal Counsel**

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

### **Section 39. Health and Safety**

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



Committees (JHSCs) under the Occupational Health and Safety Act (OHSA) and have reached an understanding on guidelines for the composition, practices and procedures of the JHSCs. These guidelines are set forth in the booklet entitled “Structure and Function of the Joint Occupational Health and Safety Committee”. Consult with your union representative or OHS Representative if you have concerns or questions pertaining to safety.

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

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

**Section 1. Definition**

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

**Section 2. Seniority and Selection of Work**

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

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

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

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

## **Section 3. Bonuses and Allowances**

### **Clause 1. Reporting and Signing-In Allowance**

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

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

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

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

### **Clause 2. Allowance and Bonus for Extra and Uncrewed Runs**

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

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

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

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

### **Clause 3. Daily Guarantee to Reportpersons**

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

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

### **Clause 4. Waiting Time Allowance for Reportpersons**

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

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

### **Clause 5. Guarantee of Crew Value**

The value of crews, known as Special Crews, having a platform time of five and one-half hours or more shall be eight hours total time at the basic rate including all allowances (except spread allowance). The value of present crews of seven hours and 30 minutes or more shall continue to be a minimum of eight hours plus 15 minutes' Reporting and Signing-in Allowance.

One-piece specials of between five hours, 20 minutes and seven hours, 29 minutes that are left over by the schedule print-out will be

signed on as a one-piece special and paid eight hours. These one-piece specials do not alter the practice of scheduling two-piece crews with one of the pieces having a platform time of between five hours, 20 minutes and seven hours, 29 minutes.

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

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

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

## **Clause 6. Spread Allowances and Limits**

The following spread allowances apply to Operators:

### **Special Crews**

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

### **Two-Piece Crews**

— Time worked in excess of 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

Reportpersons 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, Reportpersons are governed by the conditions set forth in Article 1, Section 4.

### **Compressed Work Week Crews**

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

### **Clause 7. Allowance for Work at Other Than Home Division**

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

**REPORTPERSONS:** If such uniformed employees are detailed for one whole day only, or the major portion of one day only (over four hours) other than an A.M. or P.M. rush-hour work assignment, but not both, at other than their home division, they shall be paid for not less than eight hours' time for such day at the basic rate. Such time shall include any time they may have worked on such day at their home division.

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

### **Section 4. Pay for Volunteer Work**

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

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

## **Section 5. Overtime**

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

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

## **Section 6. Delay Time**

All uniformed employees on scheduled or special crews shall be paid volunteer time (one and one-half times the basic rate) for any extra time caused by being late when relieved or running vehicles into surface carhouses or garages when such delay is ten minutes or over. The overtime premium will apply on subway crews and S.R.T. crews when relieved or running trains in after five minutes because of delays in the system beyond the control of the operator. Such delays would include accumulated time on swing runs.

## **Section 7. Sunday Premium**

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

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

## **Section 8. Reporting Requirements and Travel Time**

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

When the relief point is not at the carhouse or garage, Operators shall at their first time reporting for the day, report to the Office Supervisor the usual ten minutes ahead of scheduled time, plus the

additional time required to travel from the carhouse or garage to the relief point, and shall be paid for all time if in excess of ten minutes, at the basic rate of pay.

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

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

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.

### **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.

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

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

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

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

### **Section 10. Nature of Work**

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

### **Section 11. Off Days**

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

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

## **Section 12. New Routes and Vehicles**

Uniformed employees shall, when required, train, qualify and operate on lines which have been or may be acquired or established, or on new or different vehicles acquired for operation by the 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 hired from the street receive six hours' pay per day at the training rate for eight hours of training. Student Operators hired from within the Commission receive eight hours' pay per day at the training rate for eight hours of training. This applies to initial training and all subsequent training until fully qualified.

Student Operators are not eligible for the Sunday Premium rate.

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

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

### **Section 17. Training Pay-Qualified Operators**

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

#### **(a) Initial Training**

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

#### **(b) Refresher Training**

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

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

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

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

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

### **(c) Subway Training**

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

### **(d) Training on Sunday**

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

### **(e) Training on Statutory or Designated Holidays**

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

## **Section 18. Instructors' Pay**

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

## **Section 19. Acting Inspectors**

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

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

## **Section 20. 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 Public Affairs Department within 21 normal working days, (i.e. excluding weekends and statutory holidays) of the incident in question. If such letter/signed statement is not received within the above time limits by the Marketing and Public Affairs Department, the incident/complaint will not be recorded on the employee's departmental record.

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

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

2. The employee will be provided with a copy of the complaint and report(s) and the final response of the 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 Department or Division on his/her off-day in his/her off hours shall be paid the amount of \$4.00 provided the complaint is not noted on the employee's department record.

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

4. No 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 DIVISIONAL CLERKS, TICKET & INFORMATION CLERKS AND WICKET CLERKS (FOR PROVISIONS APPLICABLE TO OPERATIONS CLERKS REFER TO ARTICLE VI-III)**

#### **Section 1. Definition**

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

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

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

#### **Section 3. Overtime**

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

#### **Section 4. Statutory and Designated Holidays**

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

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

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



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

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

### **Section 5. Sunday Premium**

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

## **Section 9. Seniority**

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

## **Section 10. Shortage Allowance**

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

Ticket & Information Clerks

Vault Clerks

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

## **Section 11. Meal Allowance**

A meal allowance of \$4.52 will be granted to Ticket & Information Clerks provided the period of overtime exceeds three hours on any

one day. (Time taken for the meal is to be deducted from the overtime period worked).

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

### **Section 12. Progression**

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

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



**ARTICLE IV**  
**PROVISIONS APPLICABLE TO MAINTENANCE**  
**DEPARTMENTS**

**Section 1. Definition**

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

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

The daily hours of work shall be governed by the urgency of the work on hand, but normally, there shall be an eight-hour day and a five-day week.

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

Plant Maintenance Department and Track and Structure Department employees assigned to work locations not directly on a 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 Servicepersons on compressed work week, overtime shall be paid at one and one-half times the basic rate for all accumulated work over ten hours' actual work completed.

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

#### **Section 4. Sunday Premium**

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

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

#### **Section 5. Allowance for Off Day Work**

Employees who are requested by the 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 Operations Branch.

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

#### **Section 6. Daily Allowance in Inclement Weather**

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

It is agreed that when the above employees are required to work in inclement weather [i.e. when temperatures fall below -12 degrees celsius (excluding the wind chill factor)], they will be paid an allowance of time and one-half the basic rate for actual time worked outside. Temperatures will be obtained through Transit Control as per Environment Canada.

This provision excludes emergency track mechanics.

## **Section 7. Allowance for Wash Up**

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

## **Section 8. Paid Lunch**

Surface Carhouse Emergency Crews, Platform Servicepersons and the 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 9. Substitution Rates**

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

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

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

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



## **Section 10. Elected Union Officers — Job Bidding**

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

## **Section 11. Seniority**

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

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

## **Section 12. Seniority of Juniors or Apprentices**

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

The senior automotive graduate apprentice must bid for any vacancy for which he or she is qualified on the journeyman level unless temporary deferment is mutually agreed upon between representatives of the 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 13. Penalty for Lateness**

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

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

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

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

#### **Section 14. Tools**

Special tools necessary for the work shall be provided by the 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 negligence.

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

1. Job classifications where incumbents are required to provide their own tools to be identified.
2. The Department and the Board Member will develop a list of the tools required for each job classification.
3. The value of such tools will be determined by Materials & Procurement Department. Wherever possible, employees will be able to purchase the tools required for their job at the cost established on the Materials & Procurement Department price list for the various tool manufacturers.
4. The list of tools and the value will be reviewed and updated as of July 1 of each year.
5. Each incumbent in such a job will receive a tool allowance of 9% of the value of the required tool kit, to be paid no later than October 31 of each year.
6. Employees, who on the preceding September 15 qualified for a tool allowance but during the subsequent 12 months were bumped

because of the application of the seniority regulations to an ineligible group will receive an allowance reduced on a pro-rata basis to the nearest month.

Employees who are bumped out of an eligible group into a classification where the allowance is not payable and subsequently bid back into an eligible group will be entitled to a tool allowance on a pro-rata basis providing they are in this eligible classification within 12 months from the date they were initially bumped out of the eligible group.

7. The Commission will continue to supply tools where this practice is currently in effect.
8. Whenever tools are added to any tool list, every employee affected must purchase the tool(s) within sixty days. Management reserves the right to inspect the new tools to ensure that these tools have been acquired. It is understood that the time period may be extended upon mutual agreement. If there is a concern that an employee is neglecting to maintain all of their required tools, a Union Representative shall be consulted, if required, in an attempt to rectify the matter.

### **Section 15. Temporary Employees**

Temporary employees receive 10¢ per hour less than the starting rate for regular employees in the same wage group. Upon attaining 6 months of cumulative service, they are paid the starting rate of their wage group and they then progress in the normal manner.

### **Section 16. Contracting Out**

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

weeks of being notified by the Commission of its intent to contract out work.

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

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



**ARTICLE V**  
**PROVISIONS APPLICABLE TO STATION COLLECTORS**  
**AND SUBWAY SUPPLIERS**

**Section 1. Definition**

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

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

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

**Section 3. Report Allowances**

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

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

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

**Section 4. Seniority Regulations**

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

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

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

## **Section 5. Eligibility**

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

## **Section 6. Daily Guarantee**

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

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

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

## **Section 7. Overtime**

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

## **Section 8. Sunday Premium**

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

## **Section 9. Off Days**

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

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

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

- 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.

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

### **Section 12. Crash Gate Work**

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

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

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

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

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

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

### **Section 13. Banking of Statutory Holidays for Station Collectors**

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

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

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

New Year’s Day	Canada Day	Thanksgiving Day
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 next senior Station Collector/Station Collectors will have the option of filling such vacancy and must bank the remaining statutory holidays for that year.

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

- 1.08 Station Collectors who elect this option and had a week off and leave the employment of the 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 uncrewed A.M. or P.M. extra assignment shall, including all allowances, bonuses and special premiums applicable, be guaranteed not less than four hours pay at basic rate.

### **Section 16. Transfer of Funds**

The 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. When the funds contain Metropasses and/or Metropass monies, the funds must

be counted within the time frame as set out above. The count will be conducted in the presence of a Local 113 Representative.

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



**ARTICLE VI**  
**WHEEL-TRANS**

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

**ARTICLE VI-I**  
**GENERAL PROVISIONS**

**Present Working Conditions**

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

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

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

**Section 1. Definition**

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

**Section 2. Seniority and Selection of Shift**

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

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

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

Details concerning seniority and selection of shift are set out in Appendix B.

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

**Section 3. Bonuses and Allowances**

**Clause 1. Reporting and Signing-In Allowance**

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 a garage, or who may be required to report for a shift on the street or be relieved on the street.

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

The above allowance shall be in addition to shift value.

## **Clause 2. Weekly Guarantee of Work Hours**

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

## **Clause 3. Allowance for Work at Other than Home Division**

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

## **Section 4. Hours of Work and Shift Schedules**

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

No shift shall exceed twelve (12) hours' actual work and shall be completed within twelve (12) hours of starting time except where the Union has consented to such schedule. A shift shall be deemed to commence at the site of the first call for the employee. Travel time payment shall be fifteen (15) minutes or more at straight time rate of pay at the commencement and end of each shift.

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

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

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

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

## **Section 5. Pay for Volunteer and Overtime Work**

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

Volunteer Operators pre-detailed to operate a shift or a special service or an uncrewed A.M. or P.M. extra assignments shall, including



all allowances, bonuses and special premiums applicable, be guaranteed not less than four hours pay at basic rate.

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

In this Article, "overtime" means an authorized period of work calculated to the nearest quarter-hour. All hours of work in excess of the employee's signed regular daily shift will be considered overtime.

### **Section 6. Delay Time**

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

### **Section 7. Sunday Premium**

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

### **Section 8. Reporting Requirement**

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

### **Section 9. Off Days**

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

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

### **Section 10. Running Time**

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

### **Section 11. Training Pay — Student Operators**

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

Student Operators are not eligible for the Sunday Premium rate.

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

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

### **Section 12. Instructors' Pay**

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

### **Section 13. Probationary Mobile Supervisors**

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

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

#### **Section 14. Public Relations Complaints**

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

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

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

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

- b. The employee will be provided with a copy of the complaint and report(s) and the final response of the 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.

- c. When employees are interviewed regarding a public relations complaint, only the complaint being investigated will be discussed at the time of the interview. If an employee is required to submit a report regarding the complaint, he/she will be reimbursed according to the Collective Agreement.
- d. No employee will be interviewed unless the complaint is identified by any of the following: name, run number, badge number, or vehicle number. This requirement does not apply to those incidents where a patron has filed a claim or charge against the 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.
- e. 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.
- f. If disciplinary action has been imposed and/or a notation has been made on the employee's departmental record as a result of a public relations complaint(s), the 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.
- g. Local 113 will be provided with a report outlining the public relations complaints received.

### **Section 15. Exchange of Off-Days**

#### **Procedures for Off-Day Exchanges between Wheel-Trans Operators**

- 1. Applications for exchanges must be submitted on the proper form and signed by both employees.

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

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

**Section 1. Definition**

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

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

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

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

**Section 3. Overtime**

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

**Section 4. Statutory and Designated Holidays**

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

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

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

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

1.01 Initially a maximum of three (3) clerks will be allowed to elect this option.

1.02 These “banked” holidays will permit the selection of one (1) week to be off work at any time of the calendar year when the established vacation quota has not been filled.

1.03 Election of this option must be made at the time of the regular Vacation Sign-up.

1.04 Selection of the Statutory Holidays to be “banked” and of the week to be off work will be made in order of seniority immediately after completion of the Vacation Sign-up.

1.05 Once selected, changing of the Statutory Holidays to be “banked” will not be permitted.

1.06 Election of this option will be made in order of seniority and on an annual basis. Employees who select this option, will not be allowed to reselect until everyone in the work location has had an opportunity to do so. The selection of this option will commence with the most senior Clerk who has not selected this option in the previous year. Bypassing one year will not result in the Clerk having to wait for the entire rotation to become eligible for the selection.

1.07 Pay for the week off work will be for five (5) days times eight (8) hours times the Clerk’s rate at the time the week is taken.

1.08 Clerks working on any of the Statutory Holidays they have “banked” will be paid only the time and one half (the eight (8) hours holiday pay will be “banked”).

1.09 Work on a Statutory Holiday is not guaranteed and this option is not to interfere with the normal Not Required procedure.

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

### **Section 5. Sunday Premium**

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

### **Section 6. Work on Off Days**

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

### **Section 7. Seniority**

Seniority shall be in effect as agreed upon in detail from time to time. Details concerning seniority regulations are set out in Appendix C.



## **Section 8. Shift Selection**

The selection of shift shall be made on a quarterly basis, or in the event of a significant schedule adjustment. Details concerning selection of shift are set out in Appendix B.

## **Section 9. Progression**

Wheel-Trans clerical employees will progress in their respective classifications as per Schedule A-10.

## **Section 10. Dress Code**

Wheel-Trans clerical employees will be subject to the outlined Dress Code as contained within Appendix D.

## **Section 11. Substitution Allowance**

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

**ARTICLE VII-I**  
**PROVISIONS APPLICABLE TO NON-CLERICAL**  
**EMPLOYEES IN REVENUE OPERATIONS OF THE FINANCE**  
**DEPARTMENT**

**Section 1. Definition**

The conditions listed under this Article apply to all hourly-rated Non-Clerical employees in Revenue Operations of the Finance Department.

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

The work shall be arranged according to requirements, but normally there shall be an eight-hour day and five-day week and normally off days shall be consecutive. Each shift shall consist of a paid lunch as set out in Section 8.

**Section 3. Daily Guarantee**

The Commission guarantees an eight-hour daily guarantee to Non-Clerical Revenue Operations work group employees who perform their regularly assigned work.

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

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

**Section 4. Overtime**

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

## **Section 5. Sunday Premium**

The Commission shall pay one and one-quarter times the basic rate for all regular Sunday work up to eight hours. Work beyond eight hours is to be paid at the rate of one and one-half times the basic rate.

## **Section 6. Off Days**

Off days shall be arranged as agreed upon by the parties hereto. Employees who are requested by the Commission to work on their regular off day(s), including Sundays, in excess of five days worked in a week, shall be paid at one and one-half times the basic rate. Time off shall not be given in lieu of off day worked.

### **Agent Order Driver/Packers and Token Vending Machine Attendants**

Schedules and off-day boards are to be posted at least one month prior to them taking effect.

The driving and packing duties for Agent Order Driver/Packers will be rotated.

The work zones for Agent Order Driver/Packers shall be assigned and rotated on a weekly basis.

### **Rotating off-Day Schedule — Crew Chiefs and Revenue Collectors**

Crew Chiefs and Revenue Collectors shall have their name placed on a Rotating Off-Day Schedule and shall rotate their off-days every four (4) weeks. The Schedule shall be posted at all times at the work location and shall be updated accordingly to reflect any new employees entering these classifications who shall be placed on the schedule in the position vacated by the previous incumbent. The Rotating Off-Day Schedule for the next year shall be posted one (1) week prior to the commencement of the yearly vacation sign-up.

## **Exchange of Off-Days — Crew Chiefs and Revenue Collectors**

Exchange of off-days shall be permitted for employees in the classifications of Crew Chief and Revenue Collector subject to the procedures set out below.

1. Applications for exchanges must be submitted on the proper form and signed by both employees.
2. Applications must be submitted to and approved by the appropriate Supervisor three (3) days prior to the requested exchange.
3. Employees who exchange off-days will be paid the value for the work actually performed.

### **Section 7. Pay for Volunteer Work**

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

### **Section 8. Paid Lunch**

Crew Chiefs, Revenue Collectors, Agent Order Driver/Packers and Token Vending Machine Attendants will receive a paid lunch of up to 30 minutes. They will be required to respond to calls at any time during their entire shift.

### **Section 9. Substitution Allowance**

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

When an employee substitutes for a supervisory staff employee for any part of an 8-hour shift or more, they shall receive an allowance of 32 cents for each hour above the wage rate of 9R.

## **Section 10. Seniority**

Seniority shall be in effect as agreed upon in detail from time to time as set out in the Revenue Operations Regulations.

## **Section 11. Statutory and Designated Holidays**

Revenue Operations work group employees, who are not normally required to work Statutory Holidays, shall be released on a rotation basis.

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

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

## **Section 12. Shortage Allowance**

The parties agree to the following provisions regarding the payment of shortage allowance:

- (a) Employees in the classification of Agent Order Driver/Packer will receive a shortage allowance of \$240.00 (previously \$168.00) in January of 2001 and 2002 to defray shortages incurred.
- (b) This allowance is reduced on a pro-rata basis to the 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.
- (c) Overages that cannot be traced are to remain the property of the Commission.
- (d) As a result of changes to be implemented regarding the elimination of cash transactions by Agent Order Driver/Packers, this allowance will not be paid after the payment made in January 2002.
- (e) In the event that cash transactions are not eliminated as set out above, it is agreed that the shortage allowance will be continued until such time as cash transactions are eliminated.

### **Section 13. Balancing Time**

Agent Order Driver/Packers are required to balance and shall have balancing time included within their regular eight hour shift.

**ARTICLE VII-II**  
**PROVISIONS APPLICABLE TO CLERICAL GROUP**  
**EMPLOYEES IN REVENUE OPERATIONS OF THE FINANCE**  
**DEPARTMENT**

**Section 1. Definition**

The conditions listed under this Article apply to all hourly-rated Clerical employees in Revenue Operations of the Finance Department.

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

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

**Section 3. Daily Guarantee**

The Commission guarantees an eight-hour daily guarantee to Clerical Revenue Operations work group employees who perform their regularly assigned work.

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

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

**Section 4. Overtime**

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

**Section 5. Sunday Premium**

The Commission shall pay one and one-quarter times the basic rate for Sunday work regularly assigned to Clerical employees. Work

beyond eight hours will be paid at the rate of one and one-half times the basic rate.

### **Section 6. Work on Off Days**

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

### **Section 7. Pay for Volunteer Work**

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

### **Section 8. Paid Lunch**

All Clerical employees (excluding Fares Processing Clerks) will receive a paid lunch of up to 30 minutes. They will be required to respond to calls at any time during their work day.

### **Section 9. Substitution Allowance**

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

When an employee substitutes for a supervisory staff employee for any part of an 8-hour shift or more, they shall receive an allowance of 32 cents for each hour above the wage rate of 10R.

### **Section 10. Seniority**

Seniority shall be in effect as agreed upon in detail from time to time as set out in the Revenue Operations Regulations.



## **Section 11. Statutory and Designated Holidays**

Revenue Operations Clerical work group employees will be released on Statutory Holidays.

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.) H. MOSCOE

Chairperson

(SEAL)

(Sgd.) V. RODO

General Secretary

LOCAL 113,

AMALGAMATED TRANSIT UNION

(Sgd.) V. CASUTI

President/Business Agent

(SEAL)

(Sgd.) P. MCLAUGHLIN

Executive Vice-President

(Sgd.) B. HARE

Asst. Business Agent — Maintenance

(Sgd.) J. BLACKETT

Asst. Business Agent — Transportation

(Sgd.) L. MOORE

Secretary-Treasurer

(Sgd.) H. URBAN

Representative — Maintenance — Automotive

(Sgd.) G. BEKOLAY

Representative — Transportation —

Birchmount/Malvern

(Sgd.) K. MORTON

Representative — Transportation — Station Collectors/  
Clerical/TCT

(Sgd.) P. QUIBELL

Representative — Danforth Bus/Subway/Wilson Sub-  
way

(Sgd.) L. DAVIS

Representative — Transportation — Eglinton/Wilson

- (Sgd.) P. CALLAGHAN  
Representative — Maintenance —  
D.W. Harvey Shop/Greenwood  
Shop/Surface & Subway Carhouses
- (Sgd.) P. PROSSER  
Representative — Wheel-Trans/Russell/Roncesvalles
- (Sgd.) R. BLOXAM  
Representative — Transportation —  
Queensway/Arrow Road
- (Sgd.) G. D'AGOSTINO  
Representative — Maintenance — Plant
- (Sgd.) R. HINDS  
Representative — Maintenance —  
Board Member at Large

**SCHEDULE "A"**  
**LOCAL 113, A.T.U.**  
**BASIC HOURLY WAGE SCHEDULE**  
**APPLIES TO EMPLOYEES HIRED BEFORE APRIL 17, 1996**

**Effective: April 1, 1999**

<b>Wage Group</b>	<b>Start</b>	<b>After 4 Months</b>	<b>After 8 Months</b>	<b>After 12 Months</b>
1	\$13.72	\$14.57	\$15.39	\$17.80
2	14.03	14.85	15.63	18.15
3	14.29	15.14	15.97	18.63
4	14.64	15.48	16.34	18.98
5	15.27	16.18	17.07	19.85
6	(See separate schedule for Operator, Collector and Subway Supplier Rates)			
7	16.34	17.36	18.31	21.29
8	17.63	18.69	19.72	22.89
9	18.17	19.25	20.31	23.57
10	18.70	19.81	20.87	24.26
11	19.17	20.27	21.41	24.89
12	19.69	20.82	21.98	25.57

**NOTES:**

1. Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).
2. "Temporary" employees will be paid \$0.10 less than the starting rate for the wage group in which they are working. Upon accumulating 6 months of service, they shall be paid the starting rate for the appropriate wage group and progress in the normal manner.
3. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$10.67 per hour. Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.

**SCHEDULE "A-1"**  
**LOCAL 113, A.T.U.**  
**BASIC HOURLY WAGE SCHEDULE**  
**APPLIES TO EMPLOYEES HIRED ON OR AFTER**  
**APRIL 17, 1996**

**Effective: April 1, 1999**

<b>Wage Group</b>	<b>Start</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>
1	\$13.72	\$14.24	\$15.42	\$17.80
2	14.03	14.65	15.81	18.15
3	14.29	15.20	16.34	18.63
4	14.64	15.63	16.75	18.98
5	15.27	16.49	17.62	19.85
6	(See separate schedule for Operator, Collector and Subway Supplier Rates)			
7	16.34	18.01	19.11	21.29
8	17.63	19.55	20.67	22.89
9	18.17	20.32	21.41	23.57
10	18.70	21.08	22.15	24.26
11	19.17	21.84	22.86	24.89
12	19.69	22.63	23.61	25.57

**NOTES:**

1. Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
2. "Temporary" employees will be paid \$0.10 less than the starting rate for the wage group in which they are working. Upon accumulating 6 months of service, they shall be paid the starting rate for the appropriate wage group and progress in the normal manner.
3. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$10.67 per hour. Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
4. Employees hired on or after April 17, 1996 shall not serve more than a one (1) Three Year Wage Progression. This Three Year Wage Progression shall be attached to the employee only and not to any occupational classification or wage group.

**SCHEDULE "A-2"**  
**LOCAL 113, A.T.U.**  
**BASIC HOURLY WAGE SCHEDULE**  
**APPLIES TO EMPLOYEES HIRED BEFORE APRIL 17, 1996**

**Effective: April 1, 2000**

<b>Wage Group</b>	<b>Start</b>	<b>After 4 Months</b>	<b>After 8 Months</b>	<b>After 12 Months</b>
1	\$14.10	\$14.97	\$15.81	\$18.29
2	14.42	15.26	16.06	18.65
3	14.68	15.56	16.41	19.14
4	15.04	15.91	16.79	19.50
5	15.69	16.62	17.54	20.40
6	(See separate schedule for Operator, Collector and Subway Supplier Rates)			
7	16.79	17.84	18.81	21.88
8	18.11	19.20	20.26	23.52
9	18.67	19.78	20.87	24.22
10	19.21	20.35	21.44	24.93
11	19.70	20.83	22.00	25.57
12	20.23	21.39	22.58	26.27

**NOTES:**

1. Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).
2. "Temporary" employees will be paid \$0.10 less than the starting rate for the wage group in which they are working. Upon accumulating 6 months of service, they shall be paid the starting rate for the appropriate wage group and progress in the normal manner.
3. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$10.98 per hour. Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.

**SCHEDULE "A-3"**  
**LOCAL 113, A.T.U.**  
**BASIC HOURLY WAGE SCHEDULE**  
**APPLIES TO EMPLOYEES HIRED ON OR AFTER**  
**APRIL 17, 1996**

**Effective: April 1, 2000**

<b>Wage Group</b>	<b>Start</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>
1	\$14.10	\$14.63	\$15.84	\$18.29
2	14.42	15.05	16.24	18.65
3	14.68	15.62	16.79	19.14
4	15.04	16.06	17.21	19.50
5	15.69	16.94	18.10	20.40
6	(See separate schedule for Operator, Collector and Subway Supplier Rates)			
7	16.79	18.51	19.64	21.88
8	18.11	20.09	21.24	23.52
9	18.67	20.88	22.00	24.22
10	19.21	21.66	22.76	24.93
11	19.70	22.44	23.49	25.57
12	20.23	23.25	24.26	26.27

**NOTES:**

1. Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
2. "Temporary" employees will be paid \$0.10 less than the starting rate for the wage group in which they are working. Upon accumulating 6 months of service, they shall be paid the starting rate for the appropriate wage group and progress in the normal manner.
3. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$10.96 per hour. Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
4. Employees hired on or after April 17, 1996 shall not serve more than a one (1) Three Year Wage Progression. This Three Year Wage Progression shall be attached to the employee only and not to any occupational classification or wage group.

**SCHEDULE "A-4"**  
**LOCAL 113, A.T.U.**  
**BASIC HOURLY WAGE SCHEDULE**  
**APPLIES TO EMPLOYEES HIRED BEFORE APRIL 17, 1996**

**Effective: April 1, 2001**

<b>Wage Group</b>	<b>Start</b>	<b>After 4 Months</b>	<b>After 8 Months</b>	<b>After 12 Months</b>
1	\$14.52	\$15.42	\$16.28	\$18.84
2	14.85	15.72	16.54	19.21
3	15.12	16.03	16.90	19.71
4	15.49	16.39	17.29	20.09
5	16.16	17.12	18.07	21.01
6	(See separate schedule for Operator, Collector and Subway Supplier Rates)			
7	17.29	18.38	19.37	22.54
8	18.65	19.78	20.87	24.23
9	19.23	20.37	21.50	24.95
10	19.79	20.96	22.08	25.68
11	20.29	21.45	22.66	26.34
12	20.84	22.03	23.26	27.06

**NOTES:**

1. Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).
2. "Temporary" employees will be paid \$0.10 less than the starting rate for the wage group in which they are working. Upon accumulating 6 months of service, they shall be paid the starting rate for the appropriate wage group and progress in the normal manner.
3. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$11.29 per hour. Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.



**SCHEDULE "A-5"**  
**LOCAL 113, A.T.U.**  
**BASIC HOURLY WAGE SCHEDULE**  
**APPLIES TO EMPLOYEES HIRED ON OR AFTER**  
**APRIL 17, 1996**

**Effective: April 1, 2001**

<b>Wage Group</b>	<b>Start</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>
1	\$14.52	\$15.07	\$16.32	\$18.84
2	14.85	15.50	16.73	19.21
3	15.12	16.09	17.29	19.71
4	15.49	16.54	17.73	20.09
5	16.16	17.45	18.64	21.01
6	(See separate schedule for Operator, Collector and Subway Supplier Rates)			
7	17.29	19.07	20.23	22.54
8	18.65	20.69	21.88	24.23
9	19.23	21.51	22.66	24.95
10	19.79	22.31	23.44	25.68
11	20.29	23.11	24.19	26.34
12	20.84	23.95	24.99	27.06

**NOTES:**

1. Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
2. "Temporary" employees will be paid \$0.10 less than the starting rate for the wage group in which they are working. Upon accumulating 6 months of service, they shall be paid the starting rate for the appropriate wage group and progress in the normal manner.
3. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$11.29 per hour. Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
4. Employees hired on or after April 17, 1996 shall not serve more than a one (1) Three Year Wage Progression. This Three Year Wage Progression shall be attached to the employee only and not to any occupational classification or wage group.

**SCHEDULE "A-6"**  
**LOCAL 113, A.T.U.**  
**HOURLY WAGE SCHEDULE**  
**OPERATOR, STATION COLLECTOR, SUBWAY SUPPLIER**  
**APPLIES TO EMPLOYEES HIRED BEFORE APRIL 17, 1996**

	<b>Effective April 1, 1999</b>	<b>Effective April 1, 2000</b>	<b>Effective April 1, 2001</b>
<b>Operator,</b> (TTC and Wheel-Trans)			
— Training Rate	\$15.88	\$16.32	\$16.81
— Qualifying Rate	16.08	16.52	17.02
— After 6 months	17.55	18.03	18.57
— After 1 year	21.02	21.60	22.25
<b>Station Collector:</b>			
— Start	\$15.83	\$16.27	\$16.76
— After 4 months	16.87	17.33	17.85
— After 8 months	17.91	18.40	18.95
— After 1 year	21.02	21.60	22.25
<b>Subway Supplier:</b>			
— Start	\$15.83	\$16.27	\$16.76
— After 4 months	16.87	17.33	17.85
— After 8 months	17.91	18.40	18.95
— After 1 year	21.02	21.60	22.25

**NOTES:**

1. Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).
2. Students engaged as vacation relief in the Station Collector Group are to be paid the following rates:  
Effective April 1, 1999 – \$11.71  
Effective April 1, 2000 – \$12.03  
Effective April 1, 2001 – \$12.39
3. Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.

## SCHEDULE "A-7"

### LOCAL 113, A.T.U.

#### HOURLY WAGE SCHEDULE

#### OPERATOR, STATION COLLECTOR, SUBWAY SUPPLIER

#### APPLIES TO EMPLOYEES HIRED ON OR AFTER

APRIL 17, 1996

	Effective April 1, 1999	Effective April 1, 2000	Effective April 1, 2001
All Classifications (TTC and Wheel-Trans)			
— Start	\$15.88	\$16.32	\$16.81
— After 1 year	17.68	18.17	18.72
— After 2 years	18.80	19.32	19.90
— After 3 years	21.02	21.60	22.25

#### NOTES:

1. Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
2. Students engaged as vacation relief in the Station Collector Group are to be paid the following rates:
  - Effective April 1, 1999 – \$11.71
  - Effective April 1, 2000 – \$12.03
  - Effective April 1, 2001 – \$12.39
3. Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.

**SCHEDULE "A-8"**  
**LOCAL 113, A.T.U.**  
**HOURLY WAGE SCHEDULE**  
**TTC DIVISIONAL CLERKS, TCT CLERKS**  
**APPLIES TO ALL EMPLOYEES HIRED BEFORE**  
**APRIL 17, 1996**

	<b>Effective April 1, 1999</b>	<b>Effective April 1, 2000</b>	<b>Effective April 1, 2001</b>
Junior Divisional Clerk			
Junior Ticket & Information Clerk (TTC and Wheel-Trans)			
— Start	\$14.64	\$15.04	\$15.49
— After 4 months	15.48	15.91	16.39
— After 8 months	16.34	16.79	17.29
General Divisional Clerk			
General Ticket & Information Clerk (Wage Group 7)			
— After 1 year	\$21.29	\$21.88	\$22.54
General Afternoon/Night Clerk			
General Day Clerk			
Vault Clerk (Wage Group 8)			
— Start	\$17.20	\$17.67	\$18.20
— After 4 months	18.21	18.71	19.27
— After 8 months	19.25	19.78	20.37
— After 1 year	22.30	22.91	23.60
Slip Clerk (Wage Group 9)			
— Start	\$17.72	\$18.21	\$18.76
— After 4 months	18.76	19.28	19.86
— After 8 months	19.81	20.35	20.96
— After 1 year	22.97	23.60	24.31

**NOTES:**

1. Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).
2. The “skilled trade” premium for wage group 8 and above, is not included in the hourly wage rates for Divisional Clerk jobs.

**SCHEDULE "A-9"**  
**LOCAL 113, A.T.U.**  
**HOURLY WAGE SCHEDULE**  
**TTC DIVISIONAL CLERKS, TCT CLERKS**  
**APPLIES TO ALL EMPLOYEES HIRED ON OR AFTER**  
**APRIL 17, 1996**

	<b>Effective April 1, 1999</b>	<b>Effective April 1, 2000</b>	<b>Effective April 1, 2001</b>
Junior Divisional Clerk			
Junior Ticket & Information Clerk (Wage Group 4)			
— Start	\$14.64	\$15.04	\$15.49
— After 1 year	15.63	16.06	16.54
— After 2 years	16.75	17.21	17.73
General Divisional Clerk			
General Ticket & Information Clerk (Wage Group 7)			
— After 3 years	\$21.29	\$21.88	\$22.54
General Afternoon/Night Clerk			
General Day Clerk			
Vault Clerk (Wage Group 8)			
— Start	\$17.20	\$17.67	\$18.20
— After 1 year	18.87	19.39	19.97
— After 2 years	20.01	20.56	21.18
— After 3 years	22.30	22.91	23.60
Slip Clerk (Wage Group 9)			
— Start	\$17.72	\$18.21	\$18.76
— After 1 year	19.45	19.98	20.58
— After 2 years	20.62	21.19	21.83
— After 3 years	22.97	23.60	24.31

**NOTES:**

1. Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
2. The “skilled trade” premium for wage group 8 and above, is not included in the hourly wage rates for Divisional Clerk jobs.

**SCHEDULE "A-10"**  
**LOCAL 113, A.T.U.**  
**HOURLY WAGE SCHEDULE**  
**WHEEL-TRANS DEPARTMENT CLERKS**  
**APPLIES TO EMPLOYEES HIRED BEFORE APRIL 17, 1996**

	<b>Effective April 1, 1999</b>	<b>Effective April 1, 2000</b>	<b>Effective April 1, 2001</b>
Wheel-Trans General Clerk (Wage Group 7)			
— Start	\$16.34	\$16.79	\$17.29
— After 4 months	17.36	17.84	18.38
— After 8 months	18.31	18.81	19.37
— After 1 year	21.29	21.88	22.54
Wheel-Trans Clerk in Charge Wheel-Trans Office Duty/ General Day Clerk Wheel-Trans Dispatch/ Wicket Clerk (Wage Group 8)			
— Start	\$17.20	\$17.67	\$18.20
— After 4 months	18.21	18.71	19.27
— After 8 months	19.25	19.78	20.37
— After 1 year	22.30	22.91	23.60
Wheel-Trans Slip/Wicket Clerk (Wage Group 9)			
— Start	\$17.72	\$18.21	\$18.76
— After 4 months	18.76	19.28	19.86
— After 8 months	19.81	20.35	20.96
— After 1 year	22.97	23.60	24.31

**NOTES:**

1. Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).



2. Students employed in the Wheel-Trans Operations Office as vacation relief are to be paid the following per hour:
  - Effective April 1, 1999 – \$11.40
  - Effective April 1, 2000 – \$11.71
  - Effective April 1, 2001 – \$12.06Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
4. The “skilled trade” premium for wage group 8 and above, is not included in the hourly wage rates for Divisional Clerk jobs.

**SCHEDULE "A-11"**  
**LOCAL 113, A.T.U.**  
**HOURLY WAGE SCHEDULE**  
**WHEEL-TRANS DEPARTMENT CLERKS**  
**APPLIES TO ALL EMPLOYEES HIRED ON OR AFTER**  
**APRIL 17, 1996**

	<b>Effective April 1, 1999</b>	<b>Effective April 1, 2000</b>	<b>Effective April 1, 2001</b>
Wheel-Trans General Clerk (Wage Group 7)			
— Start	\$16.34	\$16.79	\$17.29
— After 1 year	18.01	18.51	19.07
— After 2 years	19.11	19.64	20.23
— After 3 years	21.29	21.88	22.54
Wheel-Trans Clerk in Charge Wheel-Trans Office Duty/ General Day Clerk Wheel-Trans Dispatch/ Wicket Clerk (Wage Group 8)			
— Start	\$17.20	\$17.67	\$18.20
— After 1 year	18.87	19.39	19.97
— After 2 years	20.01	20.56	21.18
— After 3 years	22.30	22.91	23.60
Wheel-Trans Slip/Wicket Clerk (Wage Group 9)			
— Start	\$17.72	\$18.21	\$18.76
— After 1 year	19.45	19.98	20.58
— After 2 years	20.62	21.19	21.83
— After 3 years	22.97	23.60	24.31

**NOTES:**

1. Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).

2. Students employed in the Wheel-Trans Operations Office as vacation relief are to be paid the following per hour:
  - Effective April 1, 1999 – \$11.40
  - Effective April 1, 2000 – \$11.71
  - Effective April 1, 2001 – \$12.06Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
4. The “skilled trade” premium for wage group 8 and above, is not included in the hourly wage rates for Divisional Clerk jobs.

**SCHEDULE "A-12"**  
**LOCAL 113, A.T.U.**  
**BASIC HOURLY WAGE SCHEDULE**  
**REVENUE OPERATIONS**  
**CLERICAL AND NON-CLERICAL EMPLOYEES**

**Effective: October 13, 2000**

<b>Salary Group</b>	<b>Start</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>
5R	\$14.88	\$16.07	\$17.26	\$18.45
6R	15.43	16.87	18.31	19.76
7R	16.60	18.15	19.70	21.25
8R	17.81	19.47	21.13	22.78
9R	19.04	20.83	22.62	24.41
10R	20.25	22.14	24.03	25.91

**NOTES:**

1. Clerical Students engaged for vacation relief in the Revenue Operations Group are to be paid \$11.04 per hour if they have no prior TTC experience or \$11.68 per hour if they have prior related TTC experience.
2. Non-Clerical Students engaged for vacation relief in the Revenue Operations Group are to be paid \$12.98 per hour if they have no prior TTC experience or \$13.74 per hour if they have prior related TTC experience.

**SCHEDULE "A-13"**  
**LOCAL 113, A.T.U.**  
**BASIC HOURLY WAGE SCHEDULE**  
**REVENUE OPERATIONS**  
**CLERICAL AND NON-CLERICAL EMPLOYEES**

**Effective: October 13, 2000**

<b>Salary Group</b>	<b>Start</b>	<b>After 4 Months</b>	<b>After 8 Months</b>	<b>After 12 Months</b>
5R	\$14.88	\$16.07	\$17.26	\$18.45
6R	15.43	16.87	18.31	19.76
7R	16.60	18.15	19.70	21.25
8R	17.81	19.47	21.13	22.78
9R	19.04	20.83	22.62	24.41
10R	20.25	22.14	24.03	25.91

**NOTES:**

This scale only applies to employees who were in Revenue Operations as of September 1, 2000, who completed a three year wage progression and are subsequently upgraded/downgraded into another Revenue Operations job.

**SCHEDULE "A-14"**  
**LOCAL 113, A.T.U.**  
**BASIC HOURLY WAGE SCHEDULE**  
**REVENUE OPERATIONS**  
**CLERICAL AND NON-CLERICAL EMPLOYEES**

**Effective: April 1, 2001**

<b>Salary Group</b>	<b>Start</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>
5R	\$15.33	\$16.55	\$17.78	\$19.00
6R	15.89	17.38	18.86	20.35
7R	17.10	18.69	20.29	21.89
8R	18.34	20.05	21.76	23.46
9R	19.61	21.45	23.30	25.14
10R	20.86	22.80	24.75	26.69

**NOTES:**

1. Clerical Students engaged for vacation relief in the Revenue Operations Group are to be paid \$11.37 per hour if they have no prior TTC experience or \$12.03 per hour if they have prior related TTC experience.
2. Non-Clerical Students engaged for vacation relief in the Revenue Operations Group are to be paid \$13.37 per hour if they have no prior TTC experience or \$14.15 per hour if they have prior related TTC experience.

**SCHEDULE "A-15"**  
**LOCAL 113, A.T.U.**  
**BASIC HOURLY WAGE SCHEDULE**  
**REVENUE OPERATIONS**  
**CLERICAL AND NON-CLERICAL EMPLOYEES**

**Effective: April 1, 2001**

<b>Salary Group</b>	<b>Start</b>	<b>After 4 Months</b>	<b>After 8 Months</b>	<b>After 12 Months</b>
5R	\$15.33	\$16.55	\$17.78	\$19.00
6R	15.89	17.38	18.86	20.35
7R	17.10	18.69	20.29	21.89
8R	18.34	20.05	21.76	23.46
9R	19.61	21.45	23.30	25.14
10R	20.86	22.80	24.75	26.69

**NOTES:**

This scale only applies to employees who were in Revenue Operations as of September 1, 2000, who completed a three year wage progression and are subsequently upgraded/downgraded into another Revenue Operations job.

**SCHEDULE “B”**  
**OCCUPATIONAL CLASSIFICATIONS**  
**AND WAGE GROUPS**

Occupational classifications and wage groups of employees covered by this Agreement with Local 113, Amalgamated Transit Union, effective April 1, 1999.

**SUBWAY/BUS TRANSPORTATION**  
**DEPARTMENTS**

	Wage Group
<b>OCCUPATIONAL CLASSIFICATIONS</b>	
Station Collector . . . . .	
Subway Supplier . . . . .	
Operator . . . . .	
Wheel-Trans Department Operator . . . . .	
Junior Divisional Clerk . . . . .	4
General Divisional Clerk . . . . .	7
Wheel-Trans General Clerk . . . . .	7
General Afternoon/Night Clerk . . . . .	8
General Day Clerk . . . . .	8
Vault Clerk . . . . .	8
Wheel-Trans Office Duty/General Day Clerk . . . . .	8
Wheel-Trans Clerk In Charge . . . . .	8
Wheel-Trans Dispatch/Wicket Clerk . . . . .	8
Slip Clerk . . . . .	9
Wheel-Trans Slip/Wicket Clerk . . . . .	9



# REVENUE OPERATIONS — FINANCE DEPARTMENT

Wage  
Group

## OCCUPATIONAL CLASSIFICATIONS

### **Non-Clerical**

Spares (Non-Clerical) . . . . .	7R
Agent Order Drivers/Packers . . . . .	7R
Revenue Collectors . . . . .	8R
Token Vending Machine Attendants . . . . .	8R
Crew Chiefs . . . . .	9R

### **Clerical**

Agent Order Clerk . . . . .	5R
Processing Clerks . . . . .	5R
Spares (Clerical) . . . . .	7R
Ticket Agent Administrative Clerk . . . . .	7R
Machine Operators . . . . .	7R
Banking Clerk . . . . .	8R
Statistics Clerk . . . . .	8R
Spare (Clerical — Administration) . . . . .	8R
Senior Processing Operator . . . . .	8R
Senior Processing Clerk . . . . .	9R
Vault Custodian . . . . .	10R
Audit & Control Clerk . . . . .	10R

## RAIL MAINTENANCE GROUP

### SUBWAY—RAILCARS & SHOPS DEPARTMENT

#### **HEAVY REPAIR & OVERHAUL—GREENWOOD SHOP**

Janitor . . . . .	2
Lunch Room Attendant . . . . .	2
Shop Handyperson . . . . .	4
Steam Jenny Operator . . . . .	4
Air Bench Repairperson . . . . .	7

Bench Repairperson .....	7
General Spray Painter .....	7
Vehicle Painter .....	7
Air Bench Fitter .....	8
Axle Fitter .....	8
Bench Fitter .....	8
Electrical Bench Fitter .....	8
General Improver .....	8
General Vehicle Pipefitter .....	8
Truck Repairperson .....	8
Wireperson .....	8
Electrical Equipment Tester .....	9
Equipment Tester-Hydraulic/Pneumatic .....	9
General Shop Welder .....	9
General Woodworking Machinist .....	9
Vehicle Trouble Analyzer (Pneumatic) .....	9
General Machinist .....	10
General Maintenance Electrician .....	10
General Millwright .....	10
Vehicle HVAC Repairperson .....	10
Electronic Equipment Repairperson .....	10
General Body Repair/Painter .....	10
General Body Repairperson .....	10
General Wireperson .....	10
Lead Hand — Millwright Machinist .....	10
Rail Vehicle Mechanic .....	10
Special Equipment Repairperson & Tester .....	11
Vehicle Analyzer .....	11

**REVENUE AND SECURITY EQUIPMENT  
MAINTENANCE (RSEM)**

Handyperson R.S.E.M. ....	5
Revenue Equipment Repairperson .....	8
Revenue Equipment Mechanic .....	9
Revenue Equipment Analyzer .....	11

## **SUBWAY & SURFACE CARHOUSES**

Janitor . . . . .	2
Carhouse Helper . . . . .	2
Carhouse Operator . . . . .	4
Combine Worker/Operator . . . . .	4
Carhouse Clerk . . . . .	5
Carhouse Despatcher . . . . .	5
I.C.T.S. Clerk . . . . .	5
Vehicle Serviceperson . . . . .	5
Carhouse Painter . . . . .	7
Lead Hand Carhouse Operator . . . . .	7
Yard Control/Despatcher . . . . .	7
General Improver (Carhouse) . . . . .	8
Truck Repairperson . . . . .	8
Vehicle Repairperson . . . . .	8
General Vehicle Repairperson . . . . .	9
Electronic Equipment Repairperson . . . . .	10
General Machinist . . . . .	10
Vehicle HVAC Repairperson . . . . .	10
Pneumatic Analyzer . . . . .	10
General Body Repairperson . . . . .	10
General Body Repairperson/Painter . . . . .	10
I.C.T.S. General Repairperson . . . . .	10
Rail Vehicle Mechanic . . . . .	10
Carhouse Electrical Analyzer . . . . .	11
Special Equipment Repairperson & Tester . . . . .	11

## **BUS MAINTENANCE & SHOPS DEPARTMENT**

### **D.W. HARVEY SHOP**

#### **Blacksmith and Welding Section**

Blacksmith's Helper . . . . .	4
Blacksmith . . . . .	7
General Blacksmith . . . . .	8
General Shop Welder . . . . .	9
General Blacksmith/Welder . . . . .	10
Lead Hand — Blacksmith & Welding . . . . .	11

## **Body Repair Section**

Body Repairperson .....	7
General Improver (Body Repair) .....	8
Pipefitter and Heater Installer .....	8
Lead Hand — General Body Repair .....	9
General Body Repairperson .....	10

## **Electrical Repair Section**

Electrical Handyperson .....	4
Armature Winder .....	7
Balancing Machine Operator .....	7
Electrical Repairperson .....	7
Maintenance Electrician .....	7
Electrical Bench Fitter .....	8
General Improver (Electrical) .....	8
Electrical Equipment Tester .....	9
General Armature Winder .....	9
General Maintenance Electrician .....	10
Electronic Equipment Repairperson .....	10
Lead Hand — Armature Winder .....	10
Lead Hand — Motor Repair .....	10

## **General Section**

Janitor .....	2
Lunch Room Attendant .....	2

## **Machine Shop Section**

Air Bench Handyperson .....	4
Air Bench Repairperson .....	7
General Improver (Pneumatic) .....	7
Air Bench Fitter .....	8

## **Motor Repair Section**

Electrical Handyperson .....	4
Electrical Improver .....	5
Armature Winder .....	7

Balancing Machine Operator . . . . .	7
Brush Holder Repairperson . . . . .	7
Commutator Turner and Undercutter . . . . .	7
General Motor Repairperson . . . . .	8
General Armature Winder . . . . .	9
Motor Repairperson/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
Sign Painter . . . . .	8
Lead Hand — Painter . . . . .	9

### **Sheet Metal Section**

Tinsmith's Improver . . . . .	8
Sheet Metal Worker . . . . .	10
General Body Repairperson . . . . .	10
Lead Hand — Sheet Metal Worker . . . . .	11

### **Truck Repair Section**

Shop Mule Operator . . . . .	3
Steam Jenny Operator . . . . .	4
Transfer Table Operator . . . . .	4
Mechanical Serviceperson (Shop) . . . . .	5
Service Car Repairperson . . . . .	7
General Vehicle Pipefitter . . . . .	8
Truck Repairperson . . . . .	8

## **Upholstery Section**

Upholsterer . . . . .	7
General Upholsterer . . . . .	8
Lead Hand — Upholsterer . . . . .	10

## **Wiring Section**

Wiring Handyperson . . . . .	4
General Improver (Electrical) . . . . .	8
Wireperson . . . . .	8
General Wireperson . . . . .	10
Rail Vehicle Mechanic . . . . .	10
Vehicle Analyzer . . . . .	11

## **Woodworking Machine Shop Section**

Woodworking Machine Shop Helper . . . . .	3
Bench Carpenter . . . . .	7
Glass Setter and Cutter . . . . .	7
Plastics Repairperson . . . . .	7
Woodworking Machinist . . . . .	7
General Bench Carpenter . . . . .	8
General Improver (Wood Bench) . . . . .	8
Plastics Fabricator . . . . .	8
General Woodworking Machinist . . . . .	9
Lead Hand — Woodworking Machinist . . . . .	11
Patternmaker . . . . .	11

# **AUTOMOTIVE MAINTENANCE GROUP**

## **BUS MAINTENANCE & SHOPS DEPARTMENT**

### **W.E.P. DUNCAN SHOP**

Janitor . . . . .	2
Lunchroom Attendant . . . . .	2
Shop Helper . . . . .	2
Lead Hand — Janitor . . . . .	3
Shot Blast Operator . . . . .	3
Serviceperson . . . . .	4

Component Cleaner Operator . . . . .	4
Storeroom Attendant (Garage Stores). . . . .	4
Tire Changer . . . . .	4
Tool Room Attendant . . . . .	4
General Vehicle Glazer . . . . .	5
Batteryperson . . . . .	7
Bench Fitter (Garage). . . . .	7
Electrical Bench Fitter . . . . .	7
General Spray Painter . . . . .	7
Mechanical Serviceperson . . . . .	7
Radiator Repairperson . . . . .	7
Senior Stores Attendant . . . . .	7
Automotive Machinist . . . . .	8
Electrical Automotive Repairperson. . . . .	8
Unit Builder. . . . .	8
Automotive Welder. . . . .	9
General Automotive Machinist . . . . .	10
General Millwright . . . . .	10
Automotive Wireperson . . . . .	10
Dynamometer Operator . . . . .	10
General Body Repairperson. . . . .	10
General Machinist — Mechanic . . . . .	10
Heavy Unit Mechanic . . . . .	10
Repair Mechanic — Duncan . . . . .	10
Repair Mechanic — Operating/Duncan . . . . .	10
Lead Hand — Heavy Units . . . . .	11
Lead Hand Repair Mechanic . . . . .	11
Senior Electrical Automotive Repairperson. . . . .	11
<b>BUS GARAGES</b>	
Janitor . . . . .	2
Combine Worker/Operator. . . . .	3
Operating Garageperson . . . . .	3
Truck Driver . . . . .	3
Lead Hand — Operating Garageperson . . . . .	4
Serviceperson . . . . .	4
Steam Cleaner Operator . . . . .	4

Vehicle Despatcher .....	4
General Spray Painter .....	7
Mechanical Serviceperson .....	7
General Body Repair/Painter .....	10
General Body Repairperson .....	10
Repair Mechanic — Operating .....	10
Lead Hand Repair Mechanic .....	11

## **PLANT MAINTENANCE GROUP**

### **PLANT MAINTENANCE DEPARTMENT**

#### **ESCALATORS AND ELEVATORS**

Escalator Checker .....	3
Maintenance Helper .....	4
Maintenance Improver .....	5
Maintenance Repairperson .....	7
Escalator Mechanic .....	9
Lead Hand — Escalator Mechanic .....	9

#### **STATIONS & BUILDING SERVICES**

##### **Building Services—Subway**

Janitor .....	2
Utility Janitor .....	3
Building Serviceperson .....	3
Lead Hand Building Serviceperson .....	5

##### **Building Services—Surface/Landscaping**

Janitor .....	2
Utility Janitor .....	3
Building Serviceperson .....	3
Lead Serviceperson (TCT) .....	4
Lead Serviceperson (McBrien Building) .....	4
Lead Serviceperson (Landscaping) .....	4
Equipment Operator .....	5
Truck Driver/Utility Painter .....	5



Utility Painter .....	5
Painter .....	7
Painter's Improver .....	8
General Painter .....	9
Lead Hand Painter .....	10

## **STATIONS/TUNNELS/BUILDING EQUIPMENT**

### **Station Equipment**

Labourer .....	2
Journeyman's Helper .....	3
Maintenance Helper .....	4
Electrical Equipment Repairperson .....	5
Maintenance Improver .....	5
Handyperson .....	7
Shop Welder .....	7
Lead Hand Maintenance .....	8
Machinist .....	8
Carpenter's Improver .....	9
Electrical Equipment Mechanic .....	9
General Welder .....	9
Lead Hand Maintenance Mechanic .....	9
Maintenance Mechanic .....	9
Bricklayer .....	10
General Maintenance Carpenter .....	10
Lead Hand Bricklayer .....	10
General Machinist .....	10
Lead Hand — Maintenance Carpenter .....	11
Lead Hand — Plant Repair Shop .....	12

### **Tunnel Equipment**

Labourer .....	2
Truck Driver .....	3
Equipment Operator .....	5
Maintenance Repairperson (Heating) .....	5
Stationary Engineer .....	5
Lead Hand — Stationary Engineer .....	7

General Painter . . . . .	9
Heating Ventilating & Air Conditioning Improver . . . . .	9
Plumber's Improver . . . . .	9
Steamfitter's Improver . . . . .	9
Maintenance Mechanic (Heating). . . . .	9
Heating Ventilating & Air Conditioning Mechanic. . . . .	10
Lead Hand — Painter. . . . .	10
Plumber . . . . .	10
Steamfitter. . . . .	10
Lead Hand — H.V.A.C. Mechanic . . . . .	11
Master Plumber. . . . .	11

**SUBWAY—TRACK AND STRUCTURE DEPARTMENT**

**Track Construction and Rehabilitation**

**Track Maintenance**

**Structural Maintenance**

**STREETCARS DEPARTMENT**

**Way**

Trackworker . . . . .	3
Track Maintainer. . . . .	5
Equipment Operator. . . . .	5
Structure Repairperson. . . . .	7
Structure Mechanic. . . . .	8
Track Mechanic . . . . .	8
Track Welder. . . . .	8
Special Vehicle Operator . . . . .	8
Lead Hand Structural Rehabilitation . . . . .	9
Lead Hand —Track Maintenance. . . . .	9

**SAFETY DEPARTMENT**

Fire Prevention Serviceperson. . . . .	4
Fire Prevention Inspector. . . . .	8

**CORPORATE SECURITY DEPARTMENT**

Security Attendant . . . . .	2
------------------------------	---

# MATERIALS & PROCUREMENT MAINTENANCE GROUP

## MATERIALS & PROCUREMENT DEPARTMENT

### General Stores

Junior Warehouseperson .....	3
Equipment Warehouseperson .....	7
General Warehouseperson .....	7
Senior Warehouseperson .....	8

### Divisional Stores

Divisional Storesperson .....	7
Senior Divisional Storesperson .....	8

## **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.

## **SCHEDULE “C-1”**

### **CLASSIFICATION OF EMPLOYEES TO RECEIVE LAUNDERING OF ISSUE CLOTHING**

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

### **GUIDELINES PERTAINING TO LAUNDERING SERVICE**

1. All employees in those classifications set out above will be required to submit their issue clothing for laundering.
2. Other maintenance employees will have the option to have their Issue Clothing laundered.
3. Two complete sets of Issue Clothing will normally be laundered once a week (one set of clothes equals one shirt and one pair of pants).

4. Issue Clothing submitted for laundering will be dropped off and picked up by the employee at locations designated by the Commission at the end of the employee's shift.

**APPENDIX A**  
**WHEEL-TRANS DEPARTMENT**  
**VACATION SELECTION REGULATIONS**

**WHEEL-TRANS OPERATORS**

Each employee is given a Vacation Selection Code, i.e. A,B, or C, after one year of service. This code letter remains with the employee indefinitely and the three code groups rotate yearly for first selection of vacation dates. For 1989, the Code Rotation is: C-FIRST, A-SECOND, B-THIRD. New employees are given a supplementary code (D) and they select their vacations after the rotating groups have signed.

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

**VACATION SELECTION WILL BE GOVERNED BY THE FOLLOWING REGULATIONS:**

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

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

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

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

4. Employees selecting outside of the Summer period may select all of their vacation on their initial selection and will be permitted to split their vacation periods into any combination of weeks.
5. ONCE SELECTION HAS BEEN MADE, NO CHANGING OR TRADING WILL BE PERMITTED UNLESS HAVING APPLIED FOR AND RECEIVED THE WRITTEN CONSENT OF THE SUPERINTENDENT OF OPERATIONS OF WHEEL-TRANS.
6. Employees entitled to vacation will not be permitted to accept pay in lieu of vacation.

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

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

Deferment will be granted once every three years.

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

Regulations covering selection of deferred vacations are as follows:

- Vacation Selections must be within divisional quota.
  - Vacation periods may be split, in full week units, into any combination.
8. An employee in one vacation selection group desiring to sign with a spouse who is in another vacation selection group may do so providing:
    - Written request, bearing the signature of both employees, is submitted to the Wheel-Trans Superintendent of Operations before either employee has signed during the current vacation sign-up.
    - The employee in the higher selection group agrees to drop to the lower selection group, and remain there permanently. The



actual vacation code change to be made following completion of the vacation sign-up.

- The employee, changing selection group, understands and agrees that this change is a “one time opportunity only”.

## **RULES FOR SINGLE DAY VACATION SELECTION**

1. Employees must request the single day vacation option during the vacation sign-up.
2. An employee must have a minimum of three (3) weeks vacation entitlement, to select the single day option. An employee will not be able to select more than one (1) week (i.e.5 days) as single days vacation.
3. No more than 5% of the strength of the Division, to a maximum of 25 employees, will be permitted to select single days.
4. All single day applications must be made in writing at least fifteen (15) working days in advance.
5. A balanced and adequate work force must be maintained at all times.
6. There will be certain quota of employees to sign for any particular day, (i.e. first three applications on a given day) to be determined by the Wheel-Trans Superintendent of Operations.
7. The Wheel-Trans Superintendent of Operations will have the final decision if a mutual agreement cannot be achieved regarding the selection of single days.
8. Selection of single days will not normally be permitted on Monday, Friday, Saturday, Statutory Holidays or “Special days/Periods”.  
Special Days/Periods are defined as follows:  
Mothers’ Day Sunday  
Easter Sunday  
Easter Monday  
December 24 through December 31
9. Single days are to be paid in accordance with Article I, Section 13, Vacation pay, of the Collective Agreement.
10. All “to be selected” vacation days must be selected before October 31 in a given year and taken before December 1.

11. Once selection of single days has been made, no changing or trading will be permitted.
12. Leave of absence will not be granted while outstanding days of vacation remain unused.

## **WHEEL-TRANS CLERKS**

### **VACATION SELECTION WILL BE GOVERNED BY THE FOLLOWING REGULATIONS:**

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

Employees who are eligible for 3, 4, 5, or 6 weeks vacation, must, after their initial two week Summer selection, wait until the remaining employees have completed their initial two week Summer selection, before selecting their remaining week(s).

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

The full amount of current vacation entitlement need not be deferred, but lesser portions must be in full week units.

Deferment will be granted once every three years.

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

Regulations covering selection of deferred vacations are as follows:

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

## **RULES FOR SINGLE DAY VACATION SELECTION**

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

**APPENDIX B**  
**WHEEL-TRANS DEPARTMENT**  
**SIGN-UP REGULATIONS**

**WHEEL-TRANS OPERATORS**

1. The Wheel-Trans Department makes up shifts, balancing the shifts available for election with the available workforce at the operation Division. The Department makes up the Operator's Boards showing the shifts available and the off-days.
2. a) The information is posted at the Department seven (7) days ahead of the start of the sign-up along with the Vacation Selection Board which is made up at the Department. The Vacation Selection Board lists by week and by seniority the names of Operators on vacation and, as these Operators are signed up, their work and off-days are listed for selection.
2. b) Once the Operators' Boards are posted, no changes should be made without the Local 113 Board Member's approval, except where resignations, retirements, or transfers upset the balance of the shifts and workforce, resulting in the cancellation of shifts.
3. Shifts are selected in order of seniority from lists provided by the Wheel-Trans Department.
4. The initial selection will be conducted according to the yearly Board Periods. Each subsequent selection will commence at 7:30 p.m. of the following weekday evenings (or as mutually agreed upon). There will be four (4) Board Period Sign-Ups conducted per year and two (2) individual Board Period Sign-Ups for the Christmas and New Year's weeks. The number of selections per Sign-Up will be determined by the number of Operators within the Department (i.e. one selection for every 80 Operators). Those operators who are unable to be in attendance because of shift commitments must submit on the proper form their choice of shifts. In the event the shift has already been selected, every effort will be made to place them on a shift comparable to that currently being done as outlined below.

5. It is the personal responsibility of every Operator to attend the sign-up or submit a selection slip. Failing to do so, the Operator will be signed up on the basis of their shift the previous period, as set out below in (a) or (b).

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

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

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

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

## **HOLIDAY WORK**

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

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

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

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

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

- 11a). It should be noted when “releasing” Operators for the Christmas Holidays, that the “work status” is taken from the previous Christmas, and for New Year’s Day, it is taken from the current Christmas. For Boxing Day it is taken from the Thanksgiving Holiday.
- 11b). All senior Operators applying for leave on Christmas and New Year’s Day Holidays will be released BEFORE Operators who came on the strength during the year.
12. Holiday Sign-ups are primarily governed by different regulations. When Operators do not attend the sign-up and do not leave a selection slip, they will be signed on the earliest finished shift if a Boardperson. If signed as Temporary Operator, will be signed on the earliest finished temporary shift.
13. For Holiday selection purposes, Operators who have selected “Vacation Swinging” for the Board Period will be classified according to the Shift signed on for the week in which the Holiday falls.

14. Special Day Selections, such as for the day before Christmas or the day before New Year's, are actually just another day of a given Board Period where certain adjustments have been made to the schedule in keeping with the traffic to be handled. Such selections are carried out in a manner similar to Holiday selections.

## **WHEEL-TRANS CLERKS**

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

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

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

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

If insufficient applications are received then ALL submitted before the posted deadline will be granted, after which, additional employees will be 'forced off' (N.R.'d - not required) as follows. Commencing with GOOD FRIDAY Holiday (known as the first

holiday of the year for this purpose), the N.R.'ing procedure, if and when required, will start with the BOTTOM employee on the Seniority list, and work upward from that point as far as needed. On subsequent holidays, new employees who have entered the service since the previous holiday will be the first N.R.'d, then continue upward from the last employee who was not N.R.'d on the previous holidays.

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



## **APPENDIX B-1**

### **COMMON SENIORITY PROVISIONS WHEEL-TRANS DEPARTMENT OPERATORS**

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

1. Operator vacancies existing within the Transit Divisions and the Wheel-Trans Division will be filled in accordance with the System Seniority Regulations provided any Operator transferring to Wheel-Trans attends a four hour orientation of the Wheel-Trans Operation, (to be scheduled on the Operators off time), is found fit by the Commission's Health Services Department and successfully completes the training requirements. All Transit Division Operators are eligible to apply for these vacancies. Operator vacancies existing within the Transit District Divisions will be filled in accordance with the transfer provisions of the System Seniority Regulations, provided that they are not subject to restriction set out in item 5.
2. Operators who are transferred mid-board to the Wheel-Trans Division will be treated as new Operators and placed on the Spareboard accordingly. Mid-board System Seniority bids from Wheel-Trans Operators requesting transfers to Transit District Divisions will be processed in accordance with the System Seniority Regulations.
3. Operators who are transferred and are subsequently found to be unsatisfactory may be returned to the first available vacancy for which they are trained. Operators who return to a Division mid-board will be treated as a "New Operator" for the purpose of detailing work.
4. Operators transferring to or from the Wheel-Trans Division will be allowed to carry all unused vacation entitlement.
5. Operators who transfer must remain in their new Department for a minimum period of two years before being allowed to apply/bid back to their originating Department.

6. a) Wheel-Trans Divisions Operators, who were employed by All-Way Transportation Corporation (Wheel-Trans Division) as Operators as of December 31, 1988, and whose employment was assumed by the Toronto Transit Commission as Wheel-Trans Operators on January 1, 1989, and who are Operators in the Wheel-Trans Division as of the date of commencement of a Transit Master Sign-Up (an Incumbent Wheel-Trans Operator), will not be allowed to participate in Transit Master Sign-Ups, nor may they be displaced from their positions, unless they declare their intention to move from the Wheel-Trans Division, at least ten (10) calendar days prior to commencement of the Master Sign-Up. System Seniority Regulations will apply in the event of a lay-off.
- b) Incumbent Wheel-Trans Operators, who participate in Transit Master Sign-Ups and subsequently apply to return to the Wheel-Trans Divisions, will not be subject to, nor shall they be entitled to take advantage of, the Master Sign-Up and displacement provisions set out in sub-paragraph 6 (a).
- c) Transit Master Sign-Ups will include all Wheel-Trans Operator positions, with the exception of those positions held by Incumbent Wheel-Trans Operators who have not declared an intention to move from the Wheel-Trans Division as provided for in sub-paragraph 6 (a).

**APPENDIX C**  
**WHEEL-TRANS DEPARTMENT**  
**SENIORITY REGULATIONS**

**WHEEL-TRANS CLERKS**

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

**APPENDIX D**  
**WHEEL-TRANS DEPARTMENT**  
**DRESS APPEARANCE**

**WHEEL-TRANS CLERKS**

The following dress code regulations will apply to all clerks:

- 1) Clerks must be dressed in appropriate office attire.

**Males:**

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

**Females:**

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

## APPENDIX E-1

September 23, 1988

Mr. R.J. Thacker  
Manager — Employee Relations  
Toronto Transit Commission  
1900 Yonge Street  
Toronto, Ontario  
M4S 1Z2

Dear Mr. Thacker:

This is to confirm that in the future Local 113 will seek to ensure that any Wheel-Trans work left open after all other options have been exhausted, will be filled by Local 113 volunteers from the Wheel-Trans division.

Yours very truly,

Original Signed By:

C.B. Johnson

## APPENDIX E-2

September 23, 1988

Mr. P. Clarke, Secretary-Treasurer  
Amalgamated Transit Union, Local 113  
61 Hayden Street  
Toronto, Ontario  
M4Y 2P2

**Attention: Mr. C.B. Johnson**

Dear Mr. Clarke:

Following the integration of the Wheel-Trans Operations, the Commission will meet with representatives of Local 113 to review the application of "Travel Time Allowances" as contained within the Memorandum of Settlement dated September 23, 1988. This review will take place 9 months after the date of the integration of the Wheel-Trans employees into the Commission.

Yours very truly,

Original Signed By:

R.J. Thacker  
Manager  
— Employee Relations

15-117-47

### APPENDIX E-3

April 21, 1999

Mr. Les Moore  
Secretary-Treasurer  
Amalgamated Transit Union, Local 113  
812 Wilson Avenue  
Downsview, Ontario  
M3K 1E5

Dear Mr. Casuti:

**Re: Wheel-Trans**

This will confirm that the Commission will not initiate contracting out Wheel-Trans Service during the term of the current collective agreement, and specifically that it is the Commission's intention to implement the 1997 Five Year Wheel-Trans Accessible Service Plan.

This letter of understanding and intent given during negotiations shall be considered to be part of the current Agreement expiring March 30, 2002 and therefore arbitrable.

Sincerely,

Original Signed By:

Lori A. Findleton  
Manager – Human Resources  
40.19

## APPENDIX E-4

April 2, 1999

Mr. L. Moore  
Secretary-Treasurer  
Amalgamated Transit Union, Local 113  
812 Wilson Avenue  
Downsview, Ontario  
M3K 1E5

Attention: Mr. Vince Casuti

Dear Mr. Moore:

**Re: Health Services**

In the interests of meeting the needs of our customers and in response to the concerns expressed by the Union regarding the hours of operation of the Health Services Section, pleased be advised that on a trial basis the Commission will be adjusting the hours of operation of Health Services. The adjustment to hours may be within the early AM, mid-day, and early evening time periods. These proposed changes will ensure that the needs of our Maintenance and Transportation customers can be better accommodated. It is understood that any change to the hours of operation of Health Services is strictly a management right and not subject to negotiation. However, given the impact on your members and our employees, we are prepared to meet and review the results of the trial with you.

Sincerely,

Original Signed By:

Lori A. Findleton  
Manager – Human Resources  
Human Resources Department  
40.59



## APPENDIX E-5

April 13, 1999

Mr. Les Moore  
Secretary-Treasurer  
Amalgamated Transit Union, Local 113  
812 Wilson Avenue  
Downsview, Ontario  
M3K 1E5

Dear Mr. Casuti:

### **Re: Shift Float/Fare Distribution**

- 1) This will confirm that the Commission will implement a shift float/fare distribution pilot project by September 1, 1999
- 2) This will confirm that the Commission will implement a shift float/fare distribution project by December 31, 1999
  - (a) it will not result in any significant increase in cost;
  - (b) it will achieve the objectives of safety and security of employees and control of Commission funds;
  - (c) it makes efficient use of Commission resources.

This letter of understanding and intent given during negotiations shall be considered to be part of the current Agreement and therefore arbitrable.

Sincerely,

Original Signed By:

Gary Webster  
General Manager – Operations  
40.19

## APPENDIX E-6

April 10, 1999

The Commission will review with Local 113 the drop vault verification system by June 1, 1999. The Commission agrees that if the accuracy of the process can be improved at reasonable cost, we will implement improvements as recommended by the parties.

This letter etc. as per other letter .... arbitrable.

This system:

- (a) will not result in any significant increase in cost;
- (b) will achieve the objectives of safety and security of employees and verifications and control of Commission funds;
- (c) will make efficient use of Commission resources.

Dated this 21st day of April, 1999

Original Signed By:

Gary Webster  
General Manager – Operations

## **APPENDIX F**

### **COLLECTIVE AGREEMENT BETWEEN T.T.C. AND A.T.U., LOCAL 113 RELATING TO WHEEL-TRANS OPERATORS**

### **FUTURE COLLECTIVE AGREEMENTS BETWEEN T.T.C. AND A.T.U., LOCAL 113 RELATING TO ALL EMPLOYEES**

Neither the terms of this Agreement relating to the employment of Temporary Wheel-Trans Operators, nor the fact of the employment of such Temporary Operators shall be referred to as a precedent in any future Interest Arbitration or similar proceedings between the parties pertaining to the Master Agreement, whether or not such Master Agreement includes the Wheel-Trans Division of the T.T.C.

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

## INDEX

	Page
Absence	
— Bereavement Leave	47
— Canadian Citizenship	48
— Injury at Work	47
— Leave of Absence	48
— Leave for Employee's Representatives	15
Accident Reports (Report Allowance)	55
Accidental Death (Group Insurance)	42
Acting Inspectors	
— (Transportation)	84
— (Wheel-Trans)	113
Administration of Discipline	19
Adoption Leave	48
Adult Apprentices — See Article IV, Section 12	96
Air Conditioning	106
Allowances (Transportation Department Operators)	
— Crew Value, Guarantee of	75
— Extra & Uncrewed Runs	74
— Report and Sign-In	74
— Reportpersons, Daily Guarantee to	75
— Reportpersons, Waiting Time for	75
— Spread Allowance and Limits	76
— Work at Other than Home Division	77
Allowances (Wheel-Trans Department Operators)	
— Reporting and Signing-In	110
— Weekly Guarantee of Work Hours	111
— Working at Other Than Home Division	111
Allowance for Tools	97
Alternate Work	45
Appeals Re Grievances — See Article I, Section 9	21
Re Medical Assessment — See Article I, Section 18	44
Arbitration	25
Assessment of Dues	16

Benefits — Dismemberment	42
— Sickness	44
Bereavement Leave	47
Birthday Holiday	36
— Banking of (Clerical)	35, 87, 118
Bonuses and Allowances — See Allowances	74, 110
Bus Stops — See Article II, Section 12	81
Canadian Citizenship	48
Checkoff	16
Clothing Charges — Maintenance, Security Attendants, Fire Prevention Inspectors	61
— Uniformed Employees	58, 63
Clothing Issue — Maintenance Employees	59
— Uniformed	56
— Security Attendants	60
— Fire Prevention Inspectors	60
— Revenue Operations	62
Combined Operating and Yard Work	81
Comprehensive Medical Protection Plan (C.M.P.)	42, 55
Conditions of Work (Present)	15
Consultants — Medical — See Article I, Section 18	44
Consultation Committees	70
Consumer Price Index	29
Continuity of Service to the Public	18
Contracting Out	98
Cost of Living Allowance (COLA) — See Article I, Section 10	29
Crash Gate Work	104
CUMBA	42, 43, 54
Daily Guarantee	
— See Allowances (TTC)	75
— Station Collectors and Subway Suppliers	102
— Revenue Operations (Non-Clerical)	121
— Revenue Operations (Clerical)	126
Day's Work and Week's Work	
— Maintenance Employees	93

— Station Collectors and Subway Suppliers	101
— Divisional Clerks	87
— Transportation Operators	80
— Wheel-Trans Operators	111
— Wheel-Trans Operations Clerks	117
— Revenue Operations (Non-Clerical)	121
— Revenue Operations (Clerical)	126
Death — Accidental	42
— In Family	47
Defence of Employees	70
Delay Time — Transportation Operators	78
— Wheel-Trans Operators	112
Direct Deposit of Pay Cheques	30
Dental Plan	43, 55
Discipline	19
Dismemberment Benefits (Group Insurance)	41
Disputes — Contract — See Article I, Section 3	15
— Medical	44
Dress Code — Uniformed Transportation Employees	58
— Wheel-Trans Operations Clerks	120, 179
Dry Cleaning-Uniforms	59
Dues (Assessment of)	16
Eligibility (of Vacations)	31
Emergency Procedures	16
Emergency Work	16
Employee Assistance Program	68
Employee Discipline Records — See Article I, Section 8	20
Employee Rehabilitation and Alternate Work	45
Employees Covered (Definition)	
— Article II	73
— Article III	87
— Article IV	93
— Article V	101
— Article VI-II	110
— Article VI-III	117
— Article VII-I	121

— Article VII-II	126
Equipment (Employee Responsibility)	56
Exchange of Off Days	115, 123, 163
Extra Work	15
Floater Holiday	35
Forced Vacation	34
Grievance Procedures	21
Grievance Mediation	23
Group Insurance	41, 54, 55
Guarantees — See Allowances	
Health and Safety	39
Health Services	42, 54
Hourly Wage Rates	29
Incident Reports (Report Allowances)	55
Information (Furnishing)	56
Injury at Work	47
Inspection of Discipline Records	19
Instructors' Pay — Transportation Operators	84
— Wheel-Trans Operators	113
Insurance Coverage — See Article I, Section 16	41, 54
Issue Clothing	
— Uniform Clothing	56
— Maintenance Clothing	59
— Security Attendants' Clothing	60
— Fire Prevention Inspectors	60
— Revenue Operations	62
Job Evaluation	30
Job Security	52
Lateness Penalty	96
Laundering of Work Clothing	61, 164
Lay Off, Job Security & Recall Policy	52
Lay Off Due To Technological Change	51
Leave of Absence	48
Licences — Suspended — See Article V, Section 6	102
Lieu Days — See Article I, Section 14	34
Lockouts — See Article I, Section 7	18

Long Term Disability Benefit	46
Lunch (Paid)	95
Lunch and Locker Rooms	65
Management and Discipline	19
Management Rights — See Article I, Section 8	19
Management/Union Meetings	15
Marital Status — See Article I, Section 17	40
Meal Allowance	95
Mediation — See Article I, Section 9	23
Medical Consultants	44
Medical Disputes and Appeals	44
Medical Examination & Rechecks	44
Mortgage Funds	41
Nature of Work — Transportation Operators	80
New Routes and Vehicles (TTC)	81
Non-Discrimination	69
Occupational Classifications	151
Off Days	
— Maintenance Employees	94
— Station Collectors and Subway Suppliers	102
— Divisional Clerks	89
— Transportation Operators	80
— Wheel-Trans Operators	112, 115
— Wheel-Trans Operations Clerks	119
— Revenue Operations (Non-Clerical)	122
— Revenue Operations (Clerical)	127
OHIP	42, 54
Overtime	
— Maintenance Employees	93
— Station Collectors and Subway Suppliers	102
— Divisional Clerks	87
— Transportation Operators	78
— Wheel-Trans Operators	111
— Wheel-Trans Operations Clerks	117
— Revenue Operations (Non-Clerical)	121
— Revenue Operations (Clerical)	126



Parking Privileges	65
Passes	55
Paternity Leave	48
Pay-Direct Deposit	30
Pay for Volunteer Work — Station Collectors	106
— Transportation Operators	77
— Wheel-Trans Operators	111
Pay Shortages — See Article I, Section 25	56
Pension Fund Society	40, 54
Pensioners On Part-Time Work — See Article II, Section 9	80
Posting of Bus Stops — See Article II, Section 12	81
Pregnancy Leave	48
Present Working Conditions	15, 109
Probationary Period	50
Progression (Divisional Clerks)	91
Protective and Special Clothing	62
Public Relations Complaints	84, 114
Purposes of Agreement	15
Recall Policy — See Article I, Section 24	52
Records — Discipline — See Article I, Section 8	19
Refusal to Grant Union Membership — See Article I, Section 6	16
Rehabilitation	45
Reinstatement of Employees' Representatives	16
Report Allowance (Station Collectors and Subway Suppliers)	101
Reporting Allowance (Accident, Incident, Pay Shortage)	55
Reporting Requirements — Transportation Operators	78
— Wheel-Trans Operators	112
Representatives — Union	15, 16
Responsibility for Equipment	55, 56
Retention of Discipline Records — See Article I, Section 8	19
Return of Funds	106

Rights of Management — See Article I, Section 8	19
Running Time — (TTC)	81
— Wheel-Trans	113
Safety Footwear	64
Seniority	
— Job Bidding-Union Officers	96
— Juniors and Apprentices	96
— Maintenance Employees	96
— Divisional Clerks	90
— Wheel-Trans Operations Clerks	119
Seniority and Selection of Work	
— Transportation Operators	73
— Wheel-Trans Department Operators	110
Seniority Regulations	
— Station Collectors and Subway Suppliers	101
— Wheel-Trans Operators	110
— Wheel-Trans Operations Clerks	119, 178
— Maintenance	96
Service to Public (Continuity)	18
Shift Premium	31
Shift Work (Clerks)	89, 120
Shortage Allowance	
— Vault Clerks and Ticket & Information Clerks	90
— Subway Suppliers & Station Collectors	103
— Agent Order Driver/Packer	124
Sick Benefits (Association)	46
Sickness	44
Signatories (to Agreement)	129
Sign-Ups — See Seniority and Selection of Work	73
Sign-Up Regulations — Wheel-Trans Operators	110
— Wheel-Trans Operations Clerks	120, 171
Spread Allowance and Limits	
— Station Collectors & Subway Suppliers	103
— Transportation Operators	76
Statement of Agreement	15
Station Collectors-Eligibility	102

Statutory and Designated Holidays	34
Banking of Statutory Holidays	
— Divisional Clerks	87
— Station Collectors	105
— Wheel-Trans Operations Clerks	118
— Revenue Operations (Non-Clerical)	124
Strikes (Continuity of Service to the Public)	18
Student Operators (Training Pay)	81
— Transportation Operators	82
— Wheel-Trans Operators	113
Substitution Allowance	
— Maintenance Employees	95
— Divisional Clerks	90
— Wheel-Trans Operations Clerks	120
— Revenue Operations (Non-Clerical)	123
— Revenue Operations (Clerical)	127
Subway Operation Regulations	81
Summer Students — See Hourly Wage Rates	
Sunday Premium	
— Maintenance Employees	94
— Station Collectors and Subway Suppliers	102
— Divisional Clerks	89
— Transportation Operators	78
— Wheel-Trans Operators	112
— Wheel-Trans Operations Clerks	119
— Revenue Operations (Non-Clerical)	122
— Revenue Operations (Clerical)	126
Suspension of Driver's Licence — See Article V, Section 6 — Daily Guarantee	102
Technical Advisers (Employees' Representatives)	15
Technological Change	51
Temporary Employees	98
Termination and Amendment	69
Ticket & Information Clerks	87
Tools and Tool Allowance	97

Training Pay	
— Qualified Transportation Operators	81
— Student Transportation Operators	81
— Student Wheel-Trans Operators	113
Transfer of funds	106
Travel Time	78
TTC Pension Fund Society	40, 54
TTC Sick Benefit Association — See Sickness	44, 54
Tuition Aid	66
Uniform Charges	58, 63
Uniforms — See Issue Clothing	56, 62
Union Dues — See Article I, Section 6	16
Union Representatives	15, 16, 96
Union Shop	16
Vacations	31
Vacation Pay	32, 33
Vacation Postponement	34
Vacation Selection Regulations	33
— Wheel-Trans Operators and Wheel-Trans Operations Clerks	34, 166
Vacation Selection	33
Wage Administration — See Article I, Section 10	29
Wage Groups	151
Wage Rates	29
Wage Re-opener	29
Wash-Up Privilege	95
Weather Conditions — Article IV, Section 6	94
Weekly Guarantee — See Allowances	
Weekly Sick Benefits — See Article I, Section 18	44
Work Breaks	79
Work Clothing — Issue Clothing	56, 62
Work (Emergency)	16, 95
Working Conditions — Continuance of	15
Workers' Compensation (Injury at Work)	47
Yard Work	81

## NOTES

## NOTES

## NOTES