

AGREEMENT

BETWEEN



TORONTO TRANSIT COMMISSION

and



**LOCAL 113
AMALGAMATED TRANSIT UNION**

**Effective
APRIL 1, 2005 - MARCH 31, 2008**

AGREEMENT

BETWEEN
Toronto Transit Commission
and
Local 113,
Amalgamated Transit Union

Effective April 1, 2005 to March 31, 2008

Entered into as of April 14, 2005

This Agreement signed by Local 113,

10th day of April, 2005

Signed by Toronto Transit Commission

10th day of April, 2005

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THIS AGREEMENT made in duplicate this 1st day of April, 2005

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.

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

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 in the classifications covered by the Agreement, unless members of any organized labour union and working at their craft, must on their first date of employment with the Commission become and remain members in good standing of the Union as long as in such employment of the Commission.

All temporary employees must on their first day of employment with 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 Foreperson, 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 Executive Director - 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 Executive Director - Human Resources or designated representative shall conduct the grievance.

All other grievances shall be dealt by the Executive Director - 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.

Group Grievance

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

Union, Policy or 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-25-A", 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 date of thirty (30) days next following the triggering date, or June 30, 1992.

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

Cost of Living Allowance

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

Job Evaluation & Wage Administration

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

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

Further modifications to the Job Evaluation Program will be made pursuant to the Memorandum of Settlement For Revenue Operations employees dated October 11, 2000 and the Memorandum of Settlement for Wheel-Trans Office, Clerical and Technical employees dated October 1, 2001.

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

Section 11. Pay-Direct Deposit

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

- (a) All employees must participate;
- (b) Employees’ pay will be electronically transferred to a bank/financial institution that is a member of the Canadian Payment Association. The employee will have the option of selecting the bank/financial institution of their choice;
- (c) The employees’ pay will be available for opening banking hours on the normal pay day (Wednesday). The employees’ pay stub will normally be made available in an envelope on the employees’ pay day. T-4 slips shall be distributed in separate envelopes; and
- (d) When a normal pay day is a statutory or designated holiday observed by the 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 employee's vacation period, vacation pay from and after any such change shall be adjusted accordingly. For employees working on a Compressed Work Week, vacation entitlement (including single day vacations) will be measured in daily work hours e.g. Compressed Work Week day equals 10 hours.

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

Vacation Pay in Advance

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

Vacation Selection

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

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

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.

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

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

- (b) If employees choose to observe their Birthday Holiday on their actual birthday, they may observe their Floater Day as in I(b) above or on an off day immediately preceding or following their birthday.
- (c) If employees choose to observe their Birthday Holiday within 30 calendar days of their birthday, then the lieu day is "officially" their birthday and the rules recorded in Part I above concerning Floater Days shall apply in relation to the lieu day. Employees must advise their Department at least ten calendar days in advance of their birthday, of their intention to select a lieu day.
- (d) Operating and Maintenance personnel, observing their birthdays on the date on which the 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 on a Compressed Work Week will receive 8 hours Statutory Holiday Pay when the Holiday falls on their off-day.

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

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

Employees required to work on one of their normal off days which is also a statutory or designated holiday observed by the 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 and bargaining unit members will each contribute to the Pension Fund in accordance with By Law number 7 of the TTC Pension Fund Society By Laws dated July 1, 2005.

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

January 1, 2006 – \$200.00;

January 1, 2007 – \$200.00; and

January 1, 2008 – \$200.00.

Section 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 \$1,000.00 per employee and per dependent per calendar year for hearing aids.

Effective July 1, 2005 the benefit for eye glasses will change to \$275.00 every two years from the last date of purchase for all regular employees, pensioners and eligible dependent(s).

- (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;

Effective January 1, 2006 – 50% payment of eligible expenses up to \$3,000 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.

Effective January 1, 2003, the Commission agrees to pay on behalf of employees retiring on pension with ten (10) or more years' continuous service dental coverage equal to Preventative Services and Periodontal and Endodontic Services.

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 work days or more or

when returning to work with medical restrictions after a non-occupational injury or illness of any length of time, the employee must submit written authorization from their physician to the Health Services Section prior to the return to work date providing the above information. The employee may be required to visit the Health Services Section for a Return To Work health assessment.

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

From April 14, 2005 until December 31, 2005, all bargaining unit members will not be required to provide a medical note for the first three days of absence for sickness or injury within that period.

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

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

Should a dispute arise between the 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.

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

The Commission pays the full cost of sick benefits. 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.

WSIB Applications and SBA Advance

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

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

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

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 for four working days commencing with the day of death or the day immediately following the death of the employee's spouse, children or step-children and three days commencing with the day of death or the day immediately following the death of the employee's parents, step-parents, sister, brother, father-in-law, mother-in-law, grandparent or grandchild.

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

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

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

Serious consideration will be given to applications for bereavement leave, greater than is provided for in this section, however employees will not be entitled to more days of paid bereavement leave than they are entitled to under the above terms.

Section 21. Leave of Absence

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

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

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

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

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

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

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

Normally each absence will not exceed a half day.

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

Effective with the 2007 Clothing issue, uniform clothing shall be provided without cost to Operators, Station Collectors and TCT Clerks provided they remain in the service of the Commission. The initial standard uniform issue for new Operators, Collectors and TCT Clerks shall consist of, and be issued, as follows:

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

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

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

Sweater	None	1	30	
Vest	None	1	30	
Topcoat	None	1	90	
Parka	None	1	80	
Windbreaker	None	1	40	
Spring / Summer cap	None	1	30	
Winter fur cap	None	1	20	
Baseball cap/toque	Any combination totalling 4 units	4	20	
Wheel-Trans Pants	3 units are mandatory every entitlement period (this item is only available to Wheel-Trans Operators)	1	50	
Socks	None	3	10	
Total Points				600

1. Mandatory items of issue clothing must be selected under the terms outlined and cannot be substituted.

2. Once mandatory selections have been made, employees shall have the option of selecting clothing items of their choice from the above chart with their remaining points.
3. Unused point values cannot be carried forward. Points are not transferable between employees.
4. At all times, employees will wear the clothing required in order to meet the established uniform dress code.
5. Baseball caps may be worn year round, except with the blazer.
6. Issue clothing that is damaged in job related incidents or received defective from the manufacturer will be replaced at no charge to the employee.
7. The Commission agrees to implement the following changes to the uniform materials, styles and blends:
 - a. dress pants 8oz., 65% polyester/35% cotton stretch permanent press, slash or side pockets, pleated or non-pleated (optional);
 - b. shorts 8oz. 65% cotton stretch/35% polyester permanent press, side pockets, cargo pockets; and
 - c. regular dress shirts 55% cotton/45% polyester.

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

All Transportation Divisional Clerks, in wage groups 4, 5 and 7 will be provided with a subway smock. These garments will be reissued as the need arises. The decision to provide more than one smock per year will be at the discretion of the Divisional Superintendent or designate.

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

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

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.

The Operators and Station Collectors will be given the option of receiving up to two (2) golf shirts to be delivered by March 31, 2006.

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 and April 9, 2002.

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

2 Coupons
1 lightweight topcoat

1 pair of trousers or
2 shirts

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, 2003 – \$176.43

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

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

Effective January 1, 2006, the clothing voucher for Maintenance employees (excluding Security Attendants and Fire Prevention

Inspectors, who will be issued clothing as set out below from a designated supplier) will change to an “open voucher” to be redeemed at the current supplier as follows:

January 1, 2006 - \$200.00

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 January 1, 2006

Entitled regular employees except for Track Patrol and Machinists- \$145.00

Entitled Track Patrol and Machinists - \$290.00;

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

New employees and employees with less than twelve (12) months continuous service and temporary employees of the bargaining unit

assigned to “mandatory” safety footwear work groups shall be issued a voucher as follows:

Effective January 1, 2006

Entitled new employees except new Track Patrol and Machinists- \$73.00

Entitled new Track Patrol and Machinists - \$145.00

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

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

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

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

The 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 and Family Assistance Program

The Employee and Family Assistance Program is coordinated by a Joint Union Management Advisory Committee comprising of management representatives plus three representatives from Local 113. The senior management representative acts as Chairperson and the administration of the program is in accordance with the Employee and Family Assistance Program Project Design as, from time to time amended.

The level of counselling service provided under this program is set out in the Project Design and includes:

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

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

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

In conjunction with the Employee and Family Assistance Program the Commission agrees to grant a reasonable amount of time off

without loss of pay to members of the in-house volunteer group who are from time to time named to assist in the counselling and rehabilitation 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 and Family Assistance Program, to be utilized for educational purposes of the Committee members and members of the in-house volunteer group for the period ending June 30, 1987.

Section 34. Non-Discrimination

The 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, 2008.

Either party to this Agreement may, not more than 90 days and not less than 60 days prior to March 31, 2008, 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, 2008, 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. In addition, the Commission will ensure that employees that hold a trade licence as per their current job description will not lose their position as a direct result of contracting out of work which is normally performed by such employees. This provision will be in effect for the term of the Collective Agreement dated April 1, 2005 to March 30, 2008, 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 Executive Director — Human Resources. Upon the advice of the Executive Director — Human Resources the General Counsel shall authorize the reimbursement of such legal fees and/or lost time under the following conditions:
 - the employee was not convicted of any charge arising out of the circumstances;
 - the incident resulting in the charge was reported promptly and a defence was refused;
 - the fee was reasonable for the legal service provided. If the 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 Executive Director — Human Resources. Upon the advice of the Executive Director — Human

Resources the General Counsel shall authorize the reimbursement of such legal fees and/or lost time under the conditions described above.

Section 39. Health and Safety

The Toronto Transit Commission (TTC) and the Amalgamated Transit Union (ATU), Local 113 have established Joint Health and Safety Committees (JHSCs) under the Occupational Health and Safety Act (OHSA) and have reached an understanding on guidelines for the composition, practices and procedures of the JHSCs. These guidelines are set forth in the booklet entitled “Structure and Function of the Joint Occupational Health and Safety Committee”. Consult with your union representative or OHS Representative if you have concerns or questions pertaining to safety.

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

Section 40. Transit Pass for Retirees

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

Section 41. Public Relations Complaints

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

1. a) A complaint means a complaint received by the T.T.C. from a member of the public regarding the conduct of a Commission Transportation or Maintenance employee. A written record of the public relations complaint will

exclude all particulars regarding the identity of the complainant.

- b) All verbal complaints must be set out in writing by the complainant and such letter/signed statement must be forwarded to the Marketing and Public Affairs Department within 21 normal working days, (i.e. excluding weekends and statutory holidays) of the incident in question. If such letter/signed statement is not received within the above time limits by the Marketing and Public Affairs Department, the incident/complaint will not be recorded on the employee's departmental record.

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

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

2. The employee will be provided with a copy of the complaint and report(s) and the final response of the 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 Transportation employee will be interviewed unless the complaint is identified by any of the following: name, run number, badge number, or vehicle number. For Maintenance Employees, the following factors will be considered: name, badge number, location, date or time of occurrence. For the purpose of identifying Station Collectors involved in complaints from the public, the following factors will be considered: name, badge number, subway station, booth location, as well as date or time of occurrence. This requirement does not apply in those incidents where a patron has filed a claim or charge against the 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 customer service training, 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.

Section 42. System Seniority Transfers

System Seniority Transfers

Effective with the September 2005 Board Period, the System Seniority Transfer process will be as set out below. All quotas will be prorated for 2005.

Definition

For the purpose of this provision, “Transportation Group” includes the following sub-groups: Operators, Clerical Group (specifically Divisional Clerks, Wheel-Trans Office, Clerical and Technical employees), Station Collectors, Wheel-Trans Operators, Revenue Operations Non-Clerical Group and Traffic Checkers.

Subject to maintaining divisional strength and in accordance with divisional requirements, the Commission will agree to accommodate System Seniority Transfer (SST) bids prior to the placement of new hires based on the following conditions:

1. At least 70 employees per year requiring full training will be accommodated and scheduled for inter-modal training for the purpose of expediting Operator/Collector SST requests (e.g. bus to subway).
2. Only employees with a minimum of two years seniority will be eligible for consideration for paragraph 1 above.
3. Prior to a SST bid to subway being processed, employees who have not previously qualified for subway operation will take and pass the Subway Operator pre-test offered by

the Training Department to be scheduled on the employee's off time. Employees will be paid four hours at their basic rate when attending training.

4. Prior to a SST bid to the Wheel-Trans department being processed, employees will attend a four hour orientation of Wheel-Trans Operations to be scheduled on the employee's off time and must be declared fit by the Commission. Employees will also be required to provide authorization for a criminal record check and will be required to obtain an approved MTO medical for "E" class licence.
5. Prior to a SST bid to move to bus operations being processed, employees who have not been previously qualified for bus operation will be required to obtain an approved MTO medical for "C" class license.
6. Employees who either discontinue or withdraw from training will be placed in the work location with the greatest need for which they are qualified and will be restricted from submitting a SST bid for two years.
7. Employees who fail training will be placed in the work location with the greatest need for which they are qualified and will be restricted from submitting a SST bid for one year. If the employee fails the training a second time, the employee will be restricted from submitting a SST bid for two years for that mode.
8. All SST bids will be accommodated for Operators wishing to transfer between divisions with a similar mode (e.g. bus to bus).
9. Current lock-in periods will apply to all employees who move due to a SST bid.

10. In the event of a Transit Master Sign-Up, the SST process will be temporarily suspended to allow for the accommodation of transfers associated with the Transit Master Sign-Up.

The definition set out above will be amended to include Revenue Operations Clerical Group, Suppliers and Toronto Coach Terminal Clerks when the parties have mutually agreed to testing and other qualifications that will be required for any employee that bids for an open vacancy in any clerical group.

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 10-1/2-hour spread — an allowance of half-time for a total of one and one-half time will be paid.

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

Reports

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

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

Normal week days..... 12-1/2 hours

Saturdays, Sundays & Holidays 12 hours

Reportpersons shall not be detailed to work over a spread of 12-1/2 hours in any day under normal conditions of day to day operation. In an emergency, Reportpersons are governed by the conditions set forth in Article 1, Section 4.

Compressed Work Week Crews

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

Clause 7. Allowance for Work at Other Than Home Division

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

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

shall include any time they may have worked on such day at their home division.

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

Section 4. Pay for Volunteer Work

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

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

Section 5. Overtime

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

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

Section 6. Delay Time

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

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

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

Such delays would include accumulated time on swing runs.

Section 7. Sunday Premium

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

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

Section 8. Reporting Requirements and Travel Time

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

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

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

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

Effective with the June 2006 board period, Surface Operators who take a vehicle into service from the carhouse or garage and who are subsequently relieved on the street at the end of the shift, will be paid travel time at the basic rate from the relief point back to the garage or carhouse for all time if in excess of 29 minutes.

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

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

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

- Weekdays -
 - Midday 9:00A.M. to 3:59 P.M.
 - PM Rush 4:00 P.M. to 6:00 P.M.
 - Evening 6:01 P.M. to Finish

Saturday/Sunday/Holidays –

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

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

Evening 6:01 P.M. to Finish

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

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

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

“Convenient location” is for this purpose defined as a location that is within five minutes additional travel time of the normal relief point, and provides washroom and beverage facilities. Travel time may be paid with the written authority of the General Superintendent, 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 66-2/3 percent of the crews shall be continuous.

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

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

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

Section 10. Nature of Work

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

Section 11. Off Days

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

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

Section 12. New Routes and Vehicles

Uniformed employees shall, when required, train, qualify and operate on lines which have been or may be acquired or established, or on new or different vehicles acquired for operation by the 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. Divisional Trainers' Pay

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

Section 19. Acting Inspectors

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

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

Section 20. Pay for BZ and CZ licences

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

Section 21. Pre-Printed Waybills – Pilot Project

The parties will meet within three months of the ratification of the Collective Agreement to discuss the possibility of implementing a pre-printed waybill pilot project at Queensway Division. In attendance at this meeting will be the Manager of Support Services, Superintendent of Queensway, Superintendent of Schedules, Assistant Business Agent – Transportation and Executive Board Member – Queensway. In the event it is determined that it is appropriate to commence a pre-printed waybill pilot project, it will commence the first board period after the parties come to an agreement.

Any pilot project that is implemented at Queensway Division will last two board periods. At the end of two board periods, the parties will meet to discuss extending the pre-printed waybill pilot project at

Queensway Division and/or the possibility of extending the pilot project Commission-wide. The parties will have a final consultation before the pilot is ended.

As part of any possible pre-printed waybill pilot project or the possible implementation of a pre-printed waybill system at other Divisions, all Operators who receive pre-printed waybills will continue to perform complete and accurate circle safety checks during the report time.

Section 22. Schedule Adherence

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

Section 23. Establish Joint Committee

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

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

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

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

Section 1. Definition

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

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

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

Section 3. Overtime

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

Section 4. Statutory and Designated Holidays

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

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

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

New Year's Day	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. Where possible, employees with a compressed work week schedule will be provided with three (3) consecutive off days.

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

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

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

The General Superintendent of Bus Maintenance will meet with a Union Maintenance representative within 60 days from April 14, 2005, to review and constructively discuss assigning overtime, any proposed changes to the existing procedures and penalty for management errors.

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 [which is when temperatures fall below -15 degrees Celsius with or without the wind chill factor], they will be paid an allowance of time and one-half the basic rate for actual time worked outside. Temperatures will be obtained through Transit Control as per Environment Canada.

This provision excludes emergency track mechanics.

Section 7. Allowance for Wash Up

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

Section 8. Paid Lunch

Surface Carhouse Emergency Crews, Platform Servicepersons 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 retail value of the required tool kit, to be paid no later than October 31 of each year.
6. Employees, who on the preceding September 15 qualified for a tool allowance but during the subsequent 12 months were bumped because of the application of the seniority regulations to an ineligible group will receive an allowance reduced on a pro-rata basis to the nearest month.
7. Employees who are bumped out of an eligible group into a classification where the allowance is not payable and subsequently bid back into an eligible group will be entitled to a tool allowance on a pro-rata basis providing they are in this

eligible classification within 12 months from the date they were initially bumped out of the eligible group.

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

The parties agree that the bricklayer classification is added to the list of job classifications required to provide their own tools. For 2005, Bricklayers who are employed as of April 1, 2005 will receive a prorated tool allowance for six months. The tool list and value will be determined prior to July 1, 2005 and will be paid in October 2005. Thereafter, the Bricklayers tool allowance will be determined in accordance with this Section.

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

Process

The Commission agrees that before any work which is normally performed by members of the Bargaining Unit is contracted out, Management will advise the Union in writing, as far in advance as is practicable, of its intentions. Once a tentative decision has been

made, the Commission will address the following factors in writing, where appropriate, cost, efficiency and availability of resources.

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

Within one (1) week of receiving the Union's suggested reasonable alternatives, the Commission and the Union will have one (1) meeting to discuss the Union's reasonable suggested alternatives.

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

Penalty

If the Commission violates this provision, it will pay a specific penalty to the Union of a lump sum payment of \$5000.00. The grievance procedure will apply to all circumstances when work is contracted out in violation of this provision. If an arbitrator finds that the Commission did violate this provision, it will pay the specific penalty in addition to any monetary and non-monetary remedy awarded by the arbitrator. The arbitrator retains the jurisdiction to award a greater monetary penalty if he or she finds appropriate in all of the circumstances. One factor that will be considered by the arbitrator is whether the value of the contract is greater than \$5000.00. The arbitrator will not inquire into the appropriateness of the specific penalty.

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. It is not the Commission's intention to purchase an extension on an initial warranty.

Section 17. Standby

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

Section 18. Pay for Trade Licences

Effective with renewals on or after April 14, 2005, maintenance employees required to hold trade licences or technical standards and safety authority certifications as per their current job descriptions will be reimbursed upon proof of payment for the cost of retaining these licences.

Section 19. Deletion of Appendix "L" of Maintenance Seniority Regulations

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

Any future transportation bargaining unit employee who voluntarily accepts a staff, supervisory or management position will continue to accrue seniority for three months from the date of the appointment. The transportation employee can return to the bargaining unit within the three month period without penalty.

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

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

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

Section 20. Skilled Trade Allowance

Effective January 1, 2006, the Commission will provide to maintenance employees who, because of their job requirements, have a recognized and current trade licence issued by the Province of Ontario, a premium of \$0.10 for each regular hour paid.

Section 21. APS – Reduce Number of Various Positions – Increase Number of Fixed Positions

The parties agree to meet and constructively discuss the issues of APS, Various, Swing and Pool scheduling in the Maintenance Departments. The Chief General Manager has provided a letter to the Union President [Appendix E – 24] to clearly state the Commission's commitment to resolve these issues. The Union agrees to withdraw and not rely on its letter of March 31, 2005 regarding Section 7.3 of the Maintenance Seniority Regulations for the term of the Collective Agreement.

Section 22. VEP Training

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

Section 23. Filling Vacancies within 21 Days

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

(i) Results of postings will be posted in the appropriate Maintenance Groups within ten days, wherever possible (see Appendices H(i) and H(ii)). Within 21 calendar days of the date of this posting, employees will be moved according to the posted results. If the move takes longer than 21 calendar days, employees will be compensated at the higher wage rate where applicable.

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

Section 24. Two Day's Notice for Single Day Vacations

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

Employees requesting single day vacations must provide at least two days notice to the Commission.

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

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 10-1/2-hour spread — an allowance of half time for a total of one and one-half time will be paid.

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

Reports

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

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

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

Section 11. Shortage Allowance

Effective with the payment of the 2005 shortage allowance in 2006, an allowance of \$522.23 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 (i.e. booth work).

The number of crash crews reserved for employees with medical restrictions shall not exceed twenty (20) pieces of

work, or the equivalent of ten (10) crews, unless otherwise mutually agreed between the parties.

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

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

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

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

Section 13. Banking of Statutory Holidays for Station Collectors

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

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

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

New Year's Day	Canada Day	Thanksgiving Day
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.

Section 18. Carrying Case Allowance

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

ARTICLE VI
WHEEL-TRANS

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

ARTICLE VI-I
GENERAL PROVISIONS

Present Working Conditions

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

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

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

Section 1. Definition

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

Section 2. Seniority and Selection of Shift

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

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

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

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. Effective January 2006, a shift shall be deemed to commence at the garage. This applies to Sunday, Statutory Holiday and volunteer work.

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

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

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

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

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 except for forced overtime as set out below.

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

Section 6. Delay Time

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 endeavour to schedule consecutive days off for the employee each week.

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

Section 10. Running Time

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

Section 11. Training Pay — Student Operators

Student Operators hired from the street receive six hours' pay per day at the training rate for eight hours of training. Student Operators hired from within the 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. Divisional Trainer's Pay

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

Section 13. Probationary Mobile Supervisors

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

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

Section 14. Public Relations Complaints

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

- a(i) A complaint means a complaint received by the T.T.C. from a member of the public regarding the conduct of a 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 customer service training 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 — Transportation or their designate three days prior to the requested exchange.
- 3. All exchanges must be completed within a two-week period.
- 4. Employees who exchange off-days will be paid value for the work actually performed.
- 5. The above procedures will not interfere with the normal granting of leave.

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
Birthday

Labour Day
Floater Day

Boxing Day

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

- 1.09 Work on a Statutory Holiday is not guaranteed and this option is not to interfere with the normal Not Required procedure.
- 1.10 Clerks who do not work on a Statutory Holiday they have “banked” because they were released, not required, off-day, vacation etc., will not receive any pay for that day.
- 1.11 If Clerks who elect this option, leave the employ of the 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 VI-IV
**PROVISIONS APPLICABLE TO OFFICE,
CLERICAL AND TECHNICAL EMPLOYEES
IN THE WHEEL-TRANS OPERATION**

Section 1. Definition

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

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

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

Section 3. Daily Guarantee

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

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

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

Section 4. Overtime

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

Office, Clerical and Technical employees on a Compressed Work Week will be paid overtime at the rate of time and one-half of the

basic rate for all hours worked in excess of ten hours per day or 40 hours per week.

Section 5. Sunday Premium

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

Section 6. Work on Off Days

Office, Clerical and Technical employees who are requested by the 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 volunteer hours worked. If pre-detailed to work an extra assignment, they shall be guaranteed not less than four (4) hours pay.

Section 8. Paid Lunch

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

Section 9. Substitution Allowance

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

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

Section 10. Seniority

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

Section 11. Statutory and Designated Holidays

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

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

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

Section 12. Public Relations Complaints

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

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

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

- b) A complaint means a complaint received by the 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.
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 1, Section 25, of the Collective Agreement.

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

4. Unless the T.T.C. has used the complaint as the basis for disciplinary action, any attendance at a Customer Service 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.
5. If disciplinary action has been imposed and/or notation has been made on the employee's departmental record as a result of a public relations complaint(s), the 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.

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

ARTICLE VII-I
PROVISIONS APPLICABLE TO NON-CLERICAL
EMPLOYEES IN REVENUE OPERATIONS 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
- (Sgd.) R. Ducharme
Chief General Manager
- (Sgd.) L. Hilborn
Deputy General Manager - Corporate
- (Sgd.) S. Blakey
Executive Director - HR
- (Sgd.) K. Watson
Senior Director – HR
- (Sgd.) L. Walsh
Director – Employee Relations
- (Sgd.) J. Maharaj
Chief Accountant – Payrolls and Costs
- (Sgd.) P. Pignatari
Corporate Budget Specialist
- (Sgd.) D. Dixon
G.S. – Bus Maintenance
- (Sgd.) B. Dorosch
Superintendent – Schedules
- (Sgd.) T. Galea
Superintendent – Queensway
- (Sgd.) P. Matusiak
Solicitor

LOCAL 113,
AMALGAMATED TRANSIT UNION

- (Sgd.) B. Kinnear
President/Business Agent
- (Sgd.) P. McLaughlin
Executive Vice-President
- (Sgd.) S. Anthony
Asst. Business Agent — Maintenance

- (Sgd.) L. Davis
Asst. Business Agent — Transportation
- (Sgd.) L. Moore
Secretary-Treasurer
- (Sgd.) J. Boyle
Executive Board Member
- (Sgd.) P. Callaghan
Executive Board Member
- (Sgd.) B. Chrisp
Executive Board Member
- (Sgd.) S. Gordon
Executive Board Member
- (Sgd.) F. Grimaldi
Executive Board Member
- (Sgd.) R. Hughes
Executive Board Member
- (Sgd.) K. Morton
Executive Board Member
- (Sgd.) P. Prosser
Executive Board Member
- (Sgd.) P. Quibell
Executive Board Member
- (Sgd.) H. Urban
Executive Board Member
- C. Lacaria
Hillcrest Complex

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

Effective: April 1, 2005

Wage Group	Start	After 4 Months	After 8 Months	After 12 Months
	\$	\$	\$	\$
1	16.31	17.31	18.28	21.16
2	16.68	17.65	18.58	21.57
3	16.97	18.00	18.98	22.13
4	17.39	18.40	19.41	22.55
5	18.14	19.21	20.29	23.59
6	(See separate schedule for Operator, Collector, Subway Supplier rates)			
7	19.41	20.64	21.75	25.32
8	20.94	22.20	23.44	27.21
9	21.59	22.87	24.14	28.01
10	22.21	23.54	24.78	28.83
11	22.79	24.07	25.44	29.57
12	23.40	24.73	26.12	30.38
13	24.02	25.40	26.81	31.21

NOTES:

1. See separate schedule for Divisional Clerk, Wheel-Trans Revenue Operations and Traffic Checker rates.
2. Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).
3. "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.
4. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$12.68 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, 2005

Wage Group	Start \$	After 12 Months \$	After 24 Months \$	After 36 Months \$
1	16.31	16.92	18.32	21.16
2	16.68	17.41	18.78	21.57
3	16.97	18.06	19.41	22.13
4	17.39	18.58	19.90	22.55
5	18.14	19.59	20.93	23.59
6	(See separate schedule for Operator, Collector, Subway Supplier rates)			
7	19.41	21.41	22.72	25.32
8	20.94	23.23	24.58	27.21
9	21.59	24.15	25.44	28.01
10	22.21	25.05	26.31	28.83
11	22.79	25.94	27.17	29.57
12	23.40	26.89	28.06	30.38
13	24.02	27.87	28.98	31.21

NOTES:

1. See separate schedule for Divisional Clerk, Wheel-Trans Revenue Operations and Traffic Checker rates.
2. Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
3. "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.
4. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$12.68 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.
5. Employees hired on or after April 17, 1996 shall not serve more than one (1) Thirty-six Month Wage Progression. This Thirty-six Month Wage Progression shall be attached to the employee only and not to any occupational classification or wage groups

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

Effective: May 29, 2005

Wage Group	Start	After 12 Months	After 24 Months	After 30 Months
	\$	\$	\$	\$
1	16.31	16.92	18.32	21.16
2	16.68	17.41	18.78	21.57
3	16.97	18.06	19.41	22.13
4	17.39	18.58	19.90	22.55
5	18.14	19.59	20.93	23.59
6	(See separate schedule for Operator, Collector, Subway Supplier rates)			
7	19.41	21.41	22.72	25.32
8	20.94	23.23	24.58	27.21
9	21.59	24.15	25.44	28.01
10	22.21	25.05	26.31	28.83
11	22.79	25.94	27.17	29.57
12	23.40	26.89	28.06	30.38
13	24.02	27.87	28.98	31.21

NOTES:

1. See separate schedule for Divisional Clerk, Wheel-Trans Revenue Operations and Traffic Checker rates.
2. Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
3. "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.
4. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$12.68 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.
5. Employees hired on or after April 17, 1996 shall not serve more than one (1) Thirty Month Wage Progression. This Thirty Month Wage Progression shall be attached to the employee only and not to any occupational classification or wage groups

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

Effective: April 1, 2006

Wage Group	Start	After 4 Months	After 8 Months	After 12 Months
	\$	\$	\$	\$
1	16.80	17.83	18.83	21.79
2	17.18	18.18	19.14	22.22
3	17.48	18.54	19.55	22.79
4	17.91	18.95	19.99	23.23
5	18.68	19.79	20.90	24.30
6	(See separate schedule for Operator, Collector, Subway Supplier rates)			
7	19.99	21.26	22.40	26.08
8	21.57	22.87	24.14	28.03
9	22.24	23.56	24.86	28.85
10	22.88	24.25	25.52	29.69
11	23.47	24.79	26.20	30.46
12	24.10	25.47	26.90	31.29
13	24.74	26.16	27.61	32.15

NOTES:

1. See separate schedule for Divisional Clerk, Wheel-Trans, Revenue Operations and Traffic Checker rates.
2. Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).
3. "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.
4. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$13.06 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, 2006

Wage Group	Start	After 12 Months	After 24 Months	After 30 Months
	\$	\$	\$	\$
1	16.80	17.43	18.87	21.79
2	17.18	17.93	19.34	22.22
3	17.48	18.60	19.99	22.79
4	17.91	19.14	20.50	23.23
5	18.68	20.18	21.56	24.30
6	(See separate schedule for Operator, Collector, Subway Supplier rates)			
7	19.99	22.05	23.40	26.08
8	21.57	23.93	25.32	28.03
9	22.24	24.87	26.20	28.85
10	22.88	25.80	27.10	29.69
11	23.47	26.72	27.99	30.46
12	24.10	27.70	28.90	31.29
13	24.74	28.71	29.85	32.15

NOTES:

1. See separate schedule for Divisional Clerk, Wheel-Trans, Revenue Operations and Traffic Checker rates.
2. Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
3. "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.
4. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$13.06 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.
5. Employees hired on or after April 17, 1996 shall not serve more than one (1) Thirty Month Wage Progression. This Thirty Month Wage Progression shall be attached to the employee only and not to any occupational classification or wage group.

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

Effective: April 1, 2007

Wage Group	Start	After 4 Months	After 8 Months	After 12 Months
	\$	\$	\$	\$
1	17.35	18.41	19.44	22.50
2	17.74	18.77	19.76	22.94
3	18.05	19.14	20.19	23.53
4	18.49	19.57	20.64	23.98
5	19.29	20.43	21.58	25.09
6	(See separate schedule for Operator, Collector, Subway Supplier rates)			
7	20.64	21.95	23.13	26.93
8	22.27	23.61	24.92	28.94
9	22.96	24.33	25.67	29.79
10	23.62	25.04	26.35	30.65
11	24.23	25.60	27.05	31.45
12	24.88	26.30	27.77	32.31
13	25.54	27.01	28.51	33.19

NOTES:

1. See separate schedule for Divisional Clerk, Wheel-Trans, Revenue Operations and Traffic Checker rates.
2. Applies to all employees hired before April 17, 1996, including employees on recall list (as of February 19, 1996).
3. "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.
4. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$13.48 per hour. Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$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, 2007

Wage Group	Start	After 12 Months	After 24 Months	After 30 Months
	\$	\$	\$	\$
1	17.35	18.00	19.48	22.50
2	17.74	18.51	19.97	22.94
3	18.05	19.20	20.64	23.53
4	18.49	19.76	21.17	23.98
5	19.29	20.84	22.26	25.09
6	(See separate schedule for Operator, Collector and Subway Supplier rates)			
7	20.64	22.77	24.16	26.93
8	22.27	24.71	26.14	28.94
9	22.96	25.68	27.05	29.79
10	23.62	26.64	27.98	30.65
11	24.23	27.59	28.90	31.45
12	24.88	28.60	29.84	32.31
13	25.54	29.64	30.82	33.19

NOTES:

1. See separate schedule for Divisional Clerk, Wheel-Trans, Revenue Operations and Traffic Checker rates
2. Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
3. "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.
4. Students engaged for vacation relief on jobs up to and including those in Wage Group 3 are to be paid \$13.48 per hour. Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
5. Employees hired on or after April 17, 1996 shall not serve more than one (1) Thirty Month Wage Progression. This Thirty Month Wage Progression shall be attached to the employee only and not to any occupational classification or wage group.

SCHEDULE "A-6"

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

OPERATOR, STATION COLLECTOR, SUBWAY SUPPLIER APPLIES TO EMPLOYEES HIRED BEFORE APRIL 17, 1996

	Effective April 1, 2005 \$	Effective April 1, 2006 \$	Effective April 1, 2007 \$
Operator, (TTC and Wheel-Trans)			
— Training Rate	18.86	19.43	20.06
— Qualifying Rate	19.11	19.68	20.32
— After 6 months	20.85	21.48	22.18
— After 12 months	24.99	25.74	26.58
Station Collector:			
— Start	18.81	19.37	20.00
— After 4 months	20.05	20.65	21.32
— After 8 months	21.28	21.92	22.63
— After 12 months	24.99	25.74	26.58
Subway Supplier:			
— Start	18.81	19.37	20.00
— After 4 months	20.05	20.65	21.32
— After 8 months	21.28	21.92	22.63
— After 12 months	24.99	25.74	26.58

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, 2005 – \$13.90
 - Effective April 1, 2006 – \$14.32
 - Effective April 1, 2007 – \$14.79
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, 2005
\$

All Classifications
(TTC and Wheel-Trans)

— Start	18.86
— After 12 months	21.02
— After 24 months	22.35
— After 36 months	24.99

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, 2005 – \$13.90
 - Effective April 1, 2006 – \$14.32
 - Effective April 1, 2007 – \$14.79
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-A"
LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
OPERATOR, STATION COLLECTOR, SUBWAY SUPPLIER
APPLIES TO EMPLOYEES HIRED ON OR AFTER
APRIL 17, 1996

	Effective May 29, 2005 \$	Effective April 1, 2006 \$	Effective April 1, 2007 \$
All Classifications (TTC and Wheel-Trans)			
— Start	18.86	19.43	20.06
— After 12 months	21.02	21.65	22.35
— After 24 months	22.35	23.02	23.77
— After 30 months	24.99	25.74	26.58

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, 2005 – \$13.90
 Effective April 1, 2006 – \$14.32
 Effective April 1, 2007 – \$14.79
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

	Effective April 1, 2005 \$	Effective April 1, 2006 \$	Effective April 1, 2007 \$
Junior Divisional Clerk			
Junior Ticket & Information Clerk (Wage Group 4)			
— Start	17.39	17.91	18.49
— After 4 months	18.40	18.95	19.57
— After 8 months	19.41	19.99	20.64
General Divisional Clerk			
General Ticket & Information Clerk (Wage Group 7)			
— After 12months	25.32	26.08	26.93
General Afternoon/Night Clerk			
Office Services Clerk (Wage Group 8)			
— Start	20.44	21.05	21.73
— After 4 months	21.64	22.29	23.01
— After 8 months	22.87	23.56	24.33
— After 12 months	26.50	27.30	28.19
General Day Clerk (Wage Group 9)			
— Start	21.06	21.69	22.39
— After 4 months	22.30	22.97	23.72
— After 8 months	23.54	24.25	25.04
— After 12 months	27.29	28.11	29.02
Slip Clerk (Wage Group 10)			
— Start	21.71	22.36	23.09
— After 4 months	22.97	23.66	24.43
— After 8 months	24.22	24.95	25.76
— After 12 months	28.11	28.95	29.89

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

Effective
 April 1, 2005
 \$

Junior Divisional Clerk	
Junior Ticket & Information Clerk (Wage Group 4)	
— Start	17.39
— After 12 months	18.58
— After 24 months	19.90
General Divisional Clerk	
General Ticket & Information Clerk (Wage Group 7)	
— After 36 months	25.32
General Afternoon/Night Clerk	
Office Services Clerk (Wage Group 8)	
— Start	20.44
— After 12 months	22.43
— After 24 months	23.78
— After 36 months	26.50
General Day Clerk (Wage Group 9)	
— Start	21.06
— After 12 months	23.12
— After 24 months	24.50
— After 36 months	27.29
Slip Clerk (Wage Group 10)	
— Start	21.71
— After 12 months	23.83
— After 24 months	25.25
— After 36 months	28.11

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

	Effective May 29, 2005 \$	Effective April 1, 2006 \$	Effective April 1, 2007 \$
Junior Divisional Clerk Junior Ticket & Information Clerk (Wage Group 4)			
— Start	17.39	17.91	18.49
— After 12 months	18.58	19.14	19.76
— After 24 months	19.90	20.50	21.17
General Divisional Clerk General Ticket & Information Clerk (Wage Group 7)			
— After 30 months	25.32	26.08	26.93
General Afternoon/Night Clerk General Day Clerk (Wage Group 8)			
— Start	20.44	21.05	21.73
— After 12 months	22.43	23.10	23.85
— After 24 months	23.78	24.49	25.29
— After 30 months	26.50	27.30	28.19
General Day Clerk (Wage Group 9)			
— Start	21.06	21.69	22.39
— After 12 months	23.12	23.81	24.58
— After 24 months	24.50	25.24	26.06
— After 30 months	27.29	28.11	29.02
Slip Clerk (Wage Group 10)			
— Start	21.71	22.36	23.09
— After 12 months	23.83	24.54	25.34
— After 24 months	25.25	26.01	26.86
— After 30 months	28.11	28.95	29.89

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

	Effective April 1, 2005 \$	Effective April 1, 2006 \$	Effective April 1, 2007 \$
Wheel-Trans General Clerk (Wage Group 7)			
— Start	19.41	19.99	20.64
— After 4 months	20.64	21.26	21.95
— After 8 months	21.75	22.40	23.13
— After 12 months	25.32	26.08	26.93
Wheel-Trans Clerk in Charge Wheel-Trans Dispatch/Wicket Clerk (Wage Group 8)			
— Start	20.44	21.05	21.73
— After 4 months	21.64	22.29	23.01
— After 8 months	22.87	23.56	24.33
— After 12 months	26.50	27.30	28.19
Wheel-Trans Office Duty/ General Day Clerk (Wage Group 9)			
— Start	21.06	21.69	22.39
— After 4 months	22.30	22.97	23.72
— After 8 months	23.54	24.25	25.04
— After 12 months	27.29	28.11	29.02
Wheel-Trans Slip/Wicket Clerk (Wage Group 10)			
— Start	21.71	22.36	23.09
— After 4 months	22.97	23.66	24.43
— After 8 months	24.22	24.95	25.76
— After 12 months	28.11	28.95	29.89

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, 2005 – \$13.53
 - Effective April 1, 2006 – \$13.94
 - Effective April 1, 2007 – \$14.39
 Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
3. The "skilled trade" premium for wage group 8 and above is not included in the hourly wage rates for Divisional Clerk jobs.

SCHEDULE "A-11"

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

WHEEL-TRANS DEPARTMENT CLERKS

APPLIES TO ALL EMPLOYEES HIRED ON OR AFTER APRIL 17, 1996

Effective
April 1, 2005
\$

Wheel-Trans General Clerk (Wage Group 7)

— Start	19.41
— After 12 months	21.41
— After 24 months	22.72
— After 36 months	25.32

Wheel-Trans Clerk in Charge Wheel-Trans Dispatch/Wicket Clerk (Wage Group 8)

— Start	20.44
— After 12 months	22.43
— After 24 months	23.78
— After 36 months	26.50

Wheel-Trans Office Duty/ General Day Clerk (Wage Group 9)

— Start	21.06
— After 12 months	23.12
— After 24 months	24.50
— After 36 months	27.29

Wheel-Trans Slip/Wicket Clerk (Wage Group 10)

— Start	21.71
— After 12 months	23.83
— After 24 months	25.25
— After 36 months	28.11

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, 2002 – \$13.53
Effective April 1, 2003 – \$13.94
Effective April 1, 2004 – \$14.39
Providing such students remain in good standing until released by the Commission, they shall qualify for a lump sum bonus equal to \$0.10 for each hour worked.
3. The "skilled trade" premium for wage group 8 and above is not included in the hourly wage rates for Divisional Clerk jobs.

SCHEDULE "A-11-A"

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

	Effective May 29, 2005 \$	Effective April 1, 2006 \$	Effective April 1, 2007 \$
Wheel-Trans General Clerk (Wage Group 7)			
— Start	19.41	19.99	20.64
— After 12 months	21.41	22.05	22.77
— After 24 months	22.72	23.40	24.16
— After 30 months	25.32	26.08	26.93
Wheel-Trans Clerk in Charge Wheel-Trans Dispatch/Wicket Clerk (Wage Group 8)			
— Start	20.44	21.05	21.73
— After 12 months	22.43	23.10	23.85
— After 24 months	23.78	24.49	25.29
— After 30 months	26.50	27.30	28.19
Wheel-Trans Office Duty/ General Day Clerk (Wage Group 9)			
— Start	21.06	21.69	22.39
— After 12 months	23.12	23.81	24.58
— After 24 months	24.50	25.24	26.06
— After 30 months	27.29	28.11	29.02
Wheel-Trans Slip/Wicket Clerk (Wage Group 10)			
— Start	21.71	22.36	23.09
— After 12 months	23.83	24.54	25.34
— After 24 months	25.25	26.01	26.86
— After 30 months	28.11	28.95	29.89

NOTES:

- Applies to all employees hired on or after April 17, 1996, except employees on recall list (as of February 19, 1996).
- Students employed in the Wheel-Trans Operations Office as vacation relief are to be paid the following per hour:
 - Effective April 1, 2002 – \$13.53
 - Effective April 1, 2003 – \$13.94
 - Effective April 1, 2004 – \$14.39
 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.
- 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"
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: April 1, 2005

Salary Group	Start	After 4 Months	After 8 Months	After 12 Months
	\$	\$	\$	\$
5R	17.21	18.59	19.96	21.33
6R	17.85	19.51	21.18	22.85
7R	19.19	20.98	22.79	24.59
8R	20.59	22.51	24.42	26.33
9R	22.02	24.07	26.16	28.23
10R	23.42	25.60	27.78	29.96

NOTES:

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

SCHEDULE “A-13”
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: April 1, 2005

Salary Group	Start \$	After 12 Months \$	After 24 Months \$	After 36 Months \$
5R	17.21	18.59	19.96	21.33
6R	17.85	19.51	21.18	22.85
7R	19.19	20.98	22.79	24.59
8R	20.59	22.51	24.42	26.33
9R	22.02	24.07	26.16	28.23
10R	23.42	25.60	27.78	29.96

NOTES:

1. Clerical Students engaged for vacation relief in the Revenue Operations Group are to be paid \$12.76 per hour if they have no prior TTC experience or \$13.50 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 \$15.01 per hour if they have no prior TTC experience or \$15.89 per hour if they have prior related TTC experience.

SCHEDULE “A-13-A”
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: May 29, 2005

Salary Group	Start \$	After 12 Months \$	After 24 Months \$	After 30 Months \$
5R	17.21	18.59	19.96	21.33
6R	17.85	19.51	21.18	22.85
7R	19.19	20.98	22.79	24.59
8R	20.59	22.51	24.42	26.33
9R	22.02	24.07	26.16	28.23
10R	23.42	25.60	27.78	29.96

NOTES:

1. Clerical Students engaged for vacation relief in the Revenue Operations Group are to be paid \$12.76 per hour if they have no prior TTC experience or \$13.50 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 \$15.01 per hour if they have no prior TTC experience or \$15.89 per hour if they have prior related TTC experience.

SCHEDULE "A-14"
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: April 1, 2006

Salary Group	Start \$	After 4 Months \$	After 8 Months \$	After 12 Months \$
5R	17.73	19.15	20.56	21.97
6R	18.39	20.10	21.82	23.54
7R	19.77	21.61	23.47	25.33
8R	21.21	23.19	25.15	27.12
9R	22.68	24.79	26.94	29.08
10R	24.12	26.37	28.61	30.86

NOTES:

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

SCHEDULE “A-15”
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: April 1, 2006

Salary Group	Start \$	After 12 Months \$	After 24 Months \$	After 30 Months \$
5R	17.73	19.15	20.56	21.97
6R	18.39	20.10	21.82	23.54
7R	19.77	21.61	23.47	25.33
8R	21.21	23.19	25.15	27.12
9R	22.68	24.79	26.94	29.08
10R	24.12	26.37	28.61	30.86

NOTES:

1. Clerical Students engaged for vacation relief in the Revenue Operations Group are to be paid \$13.14 per hour if they have no prior TTC experience or \$13.91 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 \$15.46 per hour if they have no prior TTC experience or \$16.37 per hour if they have prior related TTC experience.

SCHEDULE "A-16"
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: April 1, 2007

Salary Group	Start \$	After 4 Months \$	After 8 Months \$	After 12 Months \$
5R	18.31	19.77	21.23	22.68
6R	18.99	20.75	22.53	24.31
7R	20.41	22.31	24.23	26.15
8R	21.90	23.94	25.97	28.00
9R	23.42	25.60	27.82	30.03
10R	24.90	27.23	29.54	31.86

NOTES:

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

SCHEDULE “A-17”
REVENUE OPERATIONS
CLERICAL AND NON-CLERICAL EMPLOYEES
BASIC HOURLY WAGE SCHEDULE

Effective: April 1, 2007

Salary Group	Start \$	After 12 Months \$	After 24 Months \$	After 30 Months \$
5R	18.31	19.77	21.23	22.68
6R	18.99	20.75	22.53	24.31
7R	20.41	22.31	24.23	26.15
8R	21.90	23.94	25.97	28.00
9R	23.42	25.60	27.82	30.03
10R	24.90	27.23	29.54	31.86

NOTES:

1. Clerical Students engaged for vacation relief in the Revenue Operations Group are to be paid \$13.57 per hour if they have no prior TTC experience or \$14.36 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 \$15.96 per hour if they have no prior TTC experience or \$16.90 per hour if they have prior related TTC experience.

SCHEDULE "A-18"
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS – CUSTOMER SERVICE
AND ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: April 1, 2005

Salary Group	Start \$	After 4 Months \$	After 8 Months \$	After 12 Months \$
5WT	17.21	18.59	19.96	21.33
6WT	17.85	19.51	21.18	22.85
7WT	19.19	20.98	22.79	24.59
8WT	20.59	22.51	24.42	26.33
9WT	22.02	24.07	26.16	28.23
10WT	23.42	25.60	27.78	29.96
11WT	27.15	28.07	29.18	30.55
12WT	27.96	28.91	30.05	31.46

NOTES:

This scale only applies to employees who were in Wheel-Trans Operations Customer Service and Administration Clerical Group as of July 23, 2001, who completed a thirty-six month wage progression and are subsequently upgraded/downgraded into another Wheel-Trans Operations job.

SCHEDULE “A-19”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS – CUSTOMER SERVICE
AND ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: April 1, 2005

Salary Group	Start \$	After 12 Months \$	After 24 Months \$	After 36 Months \$
5WT	17.21	18.59	19.96	21.33
6WT	17.85	19.51	21.18	22.85
7WT	19.19	20.98	22.79	24.59
8WT	20.59	22.51	24.42	26.33
9WT	22.02	24.07	26.16	28.23
10WT	23.42	25.60	27.78	29.96
11WT	27.15	28.07	29.18	30.55
12WT	27.96	28.91	30.05	31.46

NOTES:

This scale only applies to employees who were hired on or after July 23, 2001.

Students engaged for vacation relief in the Wheel-Trans Operations Customer Service and Administration Group are to be paid \$12.76 per hour if they have no prior TTC experience or \$13.50 per hour if they have prior related TTC experience.

SCHEDULE “A-19-A”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS – CUSTOMER SERVICE
AND ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: May 29, 2005

Salary Group	Start \$	After 12 Months \$	After 24 Months \$	After 30 Months \$
5WT	17.21	18.59	19.96	21.33
6WT	17.85	19.51	21.18	22.85
7WT	19.19	20.98	22.79	24.59
8WT	20.59	22.51	24.42	26.33
9WT	22.02	24.07	26.16	28.23
10WT	23.42	25.60	27.78	29.96
11WT	27.15	28.07	29.18	30.55
12WT	27.96	28.91	30.05	31.46

NOTES:

This scale only applies to employees who were hired on or after July 23, 2001.

Students engaged for vacation relief in the Wheel-Trans Operations Customer Service and Administration Group are to be paid \$12.76 per hour if they have no prior TTC experience or \$13.50 per hour if they have prior related TTC experience.

SCHEDULE “A-20”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS – CUSTOMER SERVICE
AND ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: April 1, 2006

Salary Group	Start \$	After 4 Months \$	After 8 Months \$	After 12 Months \$
5WT	17.73	19.15	20.56	21.97
6WT	18.39	20.10	21.82	23.54
7WT	19.77	21.61	23.47	25.33
8WT	21.21	23.19	25.15	27.12
9WT	22.68	24.79	26.94	29.08
10WT	24.12	26.37	28.61	30.86
11WT	27.96	28.91	30.06	31.47
12WT	28.80	29.78	30.95	32.40

NOTES:

This scale only applies to employees who were in Wheel-Trans Operations Customer Service and Administration Clerical Group as of July 23, 2001, who completed a thirty-six month wage progression and are subsequently upgraded/downgraded into another Wheel-Trans Operations job.

SCHEDULE “A-21”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS – CUSTOMER SERVICE
AND ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: April 1, 2006

Salary Group	Start \$	After 12 Months \$	After 24 Months \$	After 30 Months \$
5WT	17.73	19.15	20.56	21.97
6WT	18.39	20.10	21.82	23.54
7WT	19.77	21.61	23.47	25.33
8WT	21.21	23.19	25.15	27.12
9WT	22.68	24.79	26.94	29.08
10WT	24.12	26.37	28.61	30.86
11WT	27.96	28.91	30.06	31.47
12WT	28.80	29.78	30.95	32.40

NOTES:

This scale only applies to employees who were hired on or after July 23, 2001.

Students engaged for vacation relief in the Wheel-Trans Operations Customer Service and Administration Group are to be paid \$13.14 per hour if they have no prior TTC experience or \$13.91 per hour if they have prior related TTC experience.

SCHEDULE “A-22”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS – CUSTOMER SERVICE
AND ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: April 1, 2007

Salary Group	Start \$	After 4 Months \$	After 8 Months \$	After 12 Months \$
5WT	18.31	19.77	21.23	22.68
6WT	18.99	20.75	22.53	24.31
7WT	20.41	22.31	24.23	26.15
8WT	21.90	23.94	25.97	28.00
9WT	23.42	25.60	27.82	30.03
10WT	24.90	27.23	29.54	31.86
11WT	28.87	29.85	31.04	32.49
12WT	29.74	30.75	31.96	33.45

NOTES:

This scale only applies to employees who were in Wheel-Trans Operations Customer Service and Administration Clerical Group as of July 23, 2001, who completed a thirty-six month wage progression and are subsequently upgraded/downgraded into another Wheel-Trans Operations job.

SCHEDULE “A-23”
LOCAL 113, A.T.U.
BASIC HOURLY WAGE SCHEDULE
WHEEL-TRANS OPERATIONS – CUSTOMER SERVICE
AND ADMINISTRATION
OFFICE, CLERICAL AND TECHNICAL

Effective: April 1, 2007

Salary Group	Start \$	After 12 Months \$	After 24 Months \$	After 30 Months \$
5WT	18.31	19.77	21.23	22.68
6WT	18.99	20.75	22.53	24.31
7WT	20.41	22.31	24.23	26.15
8WT	21.90	23.94	25.97	28.00
9WT	23.42	25.60	27.82	30.03
10WT	24.90	27.23	29.54	31.86
11WT	28.87	29.85	31.04	32.49
12WT	29.74	30.75	31.96	33.45

NOTES:

This scale only applies to employees who were hired on or after July 23, 2001.

Students engaged for vacation relief in the Wheel-Trans Operations Customer Service and Administration Group are to be paid \$13.57 per hour if they have no prior TTC experience or \$14.36 per hour if they have prior related TTC experience.

SCHEDULE “A-24”
LOCAL 113, A.T.U.
BASIC WAGE SCHEDULE
TRAFFIC CHECKERS – SERVICE PLANNING
DEPARTMENT

	<u>Effective</u> <u>April 1,</u>	<u>Effective</u> <u>April 1,</u>	<u>Effective</u> <u>April 1,</u>
	<u>2005</u>	<u>2006</u>	<u>2007</u>
	\$	\$	\$
<u>Traffic Checker</u>			
<u>(Wage Group 3P)</u>			
— Start	17.32	17.84	18.42
— After 4 months	18.77	19.33	19.96
— After 8 months	20.22	20.83	21.51
— After 12 months	21.66	22.31	23.04

NOTES:

This scale applies only to employees who were in the Traffic Checkers Group, Service Planning as of August 13, 2003, who completed a thirty-six month wages scale progression.

**SCHEDULE “A-25”
LOCAL 113, A.T.U.
BASIC WAGE SCHEDULE**

**TRAFFIC CHECKERS – SERVICE PLANNING
DEPARTMENT**

**Effective
April 1,
2005
\$**

Traffic Checker
(Wage Group 3P)

— Start	17.32
— After 12 months	18.77
— After 24 months	20.22
— After 36 months	21.66

NOTES:

This scale applies to employees who were hired on or after August 13, 2003.

SCHEDULE “A-25-A”
LOCAL 113, A.T.U.
HOURLY WAGE SCHEDULE
TRAFFIC CHECKERS, SERVICE PLANNING
DEPARTMENT
APPLIES TO ALL EMPLOYEES HIRED ON OR AFTER
APRIL 17, 1996

	Effective May 29, 2005 \$	Effective April 1, 2006 \$	Effective April 1, 2007 \$
Traffic Checker (Wage Group 3P)			
— Start	17.32	17.84	18.42
— After 12 months	18.77	19.33	19.96
— After 24 months	20.22	20.83	21.51
— After 30 months	21.66	22.31	23.04

NOTES:

This scale applies to employees who were hired on or after August 13, 2003

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, 2005.

SUBWAY/BUS TRANSPORTATION
DEPARTMENTS

	Wage Group
OCCUPATIONAL CLASSIFICATIONS	
Station Collector	
Subway Supplier	
Operator	
Wheel-Trans Department Operator	
Junior Divisional Clerk	4
Junior Ticket & Information Clerk.....	4
General Divisional Clerk.....	7
General Ticket & Information Clerk.....	7
Wheel-Trans General Clerk	7
General Afternoon/Night Clerk.....	8
Office Services Clerk	8
Vault Clerk.....	8
Wheel-Trans Clerk In Charge	8
Wheel-Trans Dispatch/Wicket Clerk	8
General Day Clerk	9
Wheel-Trans Office Duty/General Day Clerk.....	9
Slip Clerk	10
Wheel-Trans Slip/Wicket Clerk	10

REVENUE OPERATIONS — FINANCE DEPARTMENT

OCCUPATIONAL CLASSIFICATIONS

Non-Clerical

Spares (Non-Clerical).....	7R
Agent Order Driver/Packer	7R
Revenue Collector.....	8R
Token Vending Machine Attendant	8R
Crew Chief	9R

Clerical

Agent Order Clerk.....	7R
Spare (Clerical)	7R
Ticket Agent Administrative Clerk	7R
Processing Operator	7R
Banking Clerk	8R
Statistics Clerk	8R
Spare (Clerical — Administration)	8R
Senior Processing Operator	8R
Senior Processing Clerk	9R
Senior Revenue Operations Clerk	10R
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
Vehicle Painter.....	7

Air Bench Fitter	8
Axle Fitter	8
Bench Fitter.....	8
Electrical Bench Fitter	8
General Improver	8
General Spray Painter	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
Rail Vehicle Mechanic.....	10
Vehicle HVAC Repairperson.....	10
General Body Repair/Painter	10
General Body Repairperson	10
General Wireperson	10
Electronic Equipment Repairperson.....	11
Lead Hand — Millwright Machinist.....	11
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.....	10
Revenue Equipment Analyzer.....	11

SUBWAY & SURFACE CARHOUSES

Janitor.....	2
Carhouse Helper.....	2
Carhouse Operator	5

Carhouse Clerk.....	5
Carhouse Despatcher.....	5
Combine Worker/Operator.....	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
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
Electronic Equipment Repairperson.....	11
Special Equipment Repairperson & Tester.....	11

STREETCAR MAINTENANCE 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 Armature Winder/Analyzer	10
General Maintenance Electrician	10
Lead Hand — Motor Repair.....	10
Lead Hand — Armature Winder	10
Electronic Equipment Repairperson.....	11
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.....	10
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 Vehicle Striper.....	7
General Spray Painter	8
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
Tool Room Attendant	4
General Vehicle Glazer	5
Tire Changer	5
Wheel Refinisher	5
Batteryperson	7

Bench Fitter (Garage).....	7
Electrical Bench Fitter	7
Mechanical Serviceperson	7
Radiator Repairperson.....	7
Automotive Machinist.....	8
Electrical Automotive Repairperson	8
General Spray Painter	8
Unit Builder	8
Automotive Welder.....	9
General Automotive Machinist	10
General Maintenance Electrician	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
Lead Hand — Heavy Units	11
Automotive Technician.....	12
Coach Technician.....	12
Senior Electrical Automotive Repairperson.....	12
Lead Hand Automotive Technician	13
Lead Hand Coach Technician	13

BUS GARAGES/WHEEL-TRANS

Janitor.....	2
Combine Worker/Operator.....	3
Operating Garageworker.....	3
Truck Driver.....	3
Lead Hand — Operating Garageworker	4
Serviceperson	4
Steam Cleaner Operator	4
Vehicle Dispatcher	4
Serviceperson Wheels & Tires	5
Mechanical Serviceperson	7
General Spray Painter	8
General Body Repair/Painter	10

General Body Repairperson	10
Coach Technician.....	12
Lead Hand Coach Technician	13

PLANT MAINTENANCE GROUP

PLANT MAINTENANCE DEPARTMENT

ESCALATORS AND ELEVATORS

Escalator Checker	3
Maintenance Helper	4
Escalator Mechanic's Helper	5
Maintenance Improver	5
Maintenance Repairperson.....	7
Escalator Mechanic	10
Senior Elevating Devices Mechanic.....	11
Senior Escalator Mechanic.....	11

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
Lead Hand Landscaper.....	7
Painter	7

Painter's Improver.....	8
General Painter.....	9
General Painter/Signage Maker	10
Lead Hand Painter.....	10

STATIONS/TUNNELS/BUILDING EQUIPMENT

Station Equipment

Labourer.....	2
Journey person's Helper.....	3
Asbestos Remover.....	4
Fire Prevention Serviceperson	4
Maintenance Helper	4
Electrical Equipment Repairperson.....	5
Maintenance Improver	5
Equipment Operator – Asbestos Removal	7
Handyperson	7
Shop Welder.....	7
Encapsulator – Asbestos Removal	8
Fire Prevention Inspector	8
Lead Hand Maintenance	8
Machinist.....	8
Carpenter's Improver	9
Electrical Equipment Mechanic	9
General Welder	9
Lead Hand Maintenance Mechanic.....	9
Maintenance Mechanic (Millwright).....	10
Bricklayer.....	10
General Maintenance Carpenter.....	10
Lead Hand – Asbestos Removal	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
Chief Engineer – CNG Plant	7
Shift Operator – CNG Plant	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

STREETCAR MAINTENANCE DEPARTMENT

Way

Trackworker	3
Track Maintainer.....	5
Equipment Operator	5
Special Vehicle Operator	8
Structure Rehabilitation Vehicle Operator	8
Structure Repairperson.....	8
Track Mechanic.....	8
Track Welder	8
Lead Hand —Track Maintenance	9
Structure Mechanic	9
Track Patroller	9
Form Work Carpenter	10
Lead Hand Structure Maintenance & Cleaning Crew	10
Lead Hand Structural Rehabilitation.....	12

MATERIALS & PROCUREMENT DEPARTMENT

Divisional Stores

Storeperson	8
Lead Hand/Senior Storeperson	9

SERVICE PLANNING DEPARTMENT

Traffic Checker	3P
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SPECIAL CONSTABLE SERVICES

Security Attendant.....	2
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WHEEL-TRANS OPERATIONS — CUSTOMER SERVICE AND ADMINISTRATION

OFFICE, CLERICAL AND TECHNICAL

Accessible Services Clerk	5WT
Reservationist.....	7WT
General Clerk	8WT
Budget & Cost Clerk.....	9WT
Reservationist & Community Service Support Clerk.....	9WT
Community Service Representative	9WT
Community Service/Reservations Support Representative	9WT
Marketing & Community Services Assistant	10WT
Dispatcher	10WT
Dispatch/Reservations.....	11WT
Project Support.....	12WT
Service Report.....	12WT

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
AT WORK PROCEDURE
ABSENCE FROM WORK PROCEDURES

PURPOSE

The TTC, in order to provide safe, efficient, customer-focused transit service, requires a high standard of attendance from all employees.

Good attendance at work promotes improved service and reduces costs; in turn all employees and ultimately the community we serve are positively affected.

Attendance is an important factor in performance and is considered in performance appraisals and employment decisions, depending on the circumstances of the individual case.

The purposes of this procedure and the action guidelines are to:

- Promote communication between supervisors and employees concerning attendance at work;
- Assist employees to obtain medical, counselling or community services or to resolve work-related problems in order to maintain a high standard of attendance;
- Facilitate the accommodation of disability-related absenteeism; and
- Establish a common TTC-wide approach to dealing with absenteeism while allowing for individual circumstances.

It is intended that the day-to-day administration of these guidelines causes a change in the attendance of employees who are taking time off unnecessarily, or, through counselling and assistance are able to improve their attendance, while at the same time, ensuring that employees who are away from work due to illness, injury or disability receive the appropriate support. It is not intended to chase employees who are absent from work for lengthy periods due to serious medical problems, since such cases are normally under periodic review by Health Services for the purpose of monitoring treatment and progress.

GENERAL

Management/Supervisory Responsibilities

All managers and supervisors are responsible for creating and maintaining a healthy, safe and supportive work environment which is conducive to good attendance.

Specifically management/supervisory responsibilities include a requirement to:

- Demonstrate caring and interest in each employee's well-being;
- Ensure that all employees are aware of their obligations concerning attendance;
- Be flexible in accommodating requests for time away from work;
- Accommodate employees with disabilities by providing transitional work or other accommodation whenever possible. Accommodate employees requiring religious holy days by providing time off, vacation, or alternate arrangements. Every effort will be made to accommodate within seniority regulations. In cases where there may be an impact on seniority regulations, the case will be reviewed on an individual basis with the appropriate union representative, with the intent of seeking mutual agreement to resolve the case.
- Monitor each employees attendance record; review records with employees; recognize employees who have good attendance; initiate action when attendance is unsatisfactory as outlined under action guidelines; offer the Employee Assistance Program or other assistance as necessary;
- Establish and maintain regular contact, once every two weeks or as appropriate, with employees who are off and acknowledge employees on return to work.

Employee's Responsibilities

All employees have the responsibility to be at work on time as scheduled, unless there is an unavoidable and reasonable cause.

All employees are expected to strive to be at work every day by:

- Taking care of themselves, taking precautions against illness and seeking medical attention as necessary;

- Making every effort to live and work safely by following safety rules and practicing accident prevention, both on and off the job;
- Ensuring that minor ailments or inconveniences or other commitments do not prevent them from meeting job obligations;
- Accepting transitional work conducive with medical restrictions until able to carry out original job;
- Attending to non-emergency personal affairs and obligations outside working hours or making advance arrangements with the supervisor, where possible.

REPORTING ABSENCE AND CONTACT DURING ABSENCE

Employees who are unable to attend work have the responsibility to:

- Notify their supervisor or designate as early as possible prior to their start time. If the original call is received by an employee other than the supervisor, the supervisor may call back the absent employee. It is important that the supervisor and employee make contact early in the absence.
- Make the call themselves unless there are unusual circumstances.
- Advise of reason for absence and/or any change in status from original reason for absence (although not necessary to disclose nature of an illness); if work related or an occupational injury, provide supervisor with information requested.
- Give their anticipated date of return to work when they call. If this is not known, it must be provided as soon as the information is available.
- Maintain contact with their supervisor once every two weeks throughout a period of absence to provide updated information concerning their status and expected return to work. Any contact made by the supervisor with the employee will be considered as a contact for this purpose.

SUPPORT SERVICES AND FUNCTIONS

All regular employees are protected by sick benefit or short term disability plans which are designed to minimize earning loss during absences due to illness or injury. Long term disability plans provide partial income replacement so that employees unable to work for extended periods of time do not suffer hardship.

Health care, drug and dental benefit plans are in place to assist in maintaining good health.

Counselling is provided to employees and their families for personal, family, or marital problems, drug or alcohol addiction or work problems through the Employee Assistance Program.

Advice may be sought on work practices and environmental conditions affecting employee health and safety through the Occupational Hygiene Section, Environmental Directorate, or the Safety Section, Safety and Security Department.

Referrals for treatment or rehabilitation to aid employees in recovery from illness or injury can be made through the Health Services section. Health counselling relative to disease and injury prevention is also provided.

Transitional work may be available to employees who are unable to carry out the duties of their current job.

Leaves of absence may be provided to employees to enable them to meet personal obligations.

Employees who feel their inability to attend work is because of harassment in the workplace (as defined by the Ontario Human Rights Code) or any other work problem are encouraged to bring forward their concerns to their Supervisor, or a representative of the Human Resources or Equal Opportunity Departments as appropriate, or a union representative in the case of unionized employees.

Role of the Human Resources Department

Managing attendance is departmental responsibility. The Human Resources Department provides support by:

- Providing advice and policy direction to managers/supervisors concerning problem or excessive absenteeism;

- Responding to employees concerns or questions regarding absenteeism;
- Managing disabilities through prevention, claims management, rehabilitation, and re-employment initiatives;
- Providing supervisory training;
- Developing plans, programs and policies to support departmental initiatives;
- Issuing various absence reports to management.

DEFINITIONS

Absence

Absence, within the meaning of the At Work procedure, is the time lost by not reporting for scheduled work as a result of sickness or injury, demand leave, or absence without leave. It does not include approved leaves of absence, bereavement leave, jury duty, maternity, paternity, parental or adoption leave, citizenship leave, or leave for union business or disciplinary leave.

There are two different forms of absence culpable and innocent. Innocent and culpable absence are viewed and treated differently. Culpable absence may be subject to discipline.

Innocent Absenteeism

Innocent absenteeism is generally defined as absence resulting from occupational or non-occupational injury or illness or other conditions beyond an employees control. Absenteeism is a concern for both management and union. Both parties want to be able to assist employees/membership in maintaining regular and consistent work attendance. However, where employee(s) is/are not able to attend work on a regular and consistent basis, said employees may be subject to dismissal on a non-disciplinary basis (except where this contravenes the Workers Compensation Act. Each situation will be reviewed on a case by case basis, prior to an interview with the employee, with the appropriate union representative with the intent of seeking mutual agreement to resolve the case. This does not preclude the union from following the normal grievance procedure.

Culpable Absenteeism

Culpable absenteeism is defined as failing to report for work when able to do so. It includes falsely claiming illness or injury as an excuse for not reporting for work, being absent without leave, taking unsubstantiated time off, and while absent, undertaking activities which are contrary to medical restrictions or a treatment plan or working elsewhere, etc. Demand leave is also usually considered culpable absence.

ACTION GUIDELINES

Supervisors are concerned about all absences from work and will make contact with employees after these absences, welcoming them back to work, bringing them up-to date, etc.

Specific action points over a twelve month time frame are as follows:

Incidents	Action	Document in Employee File
4	Awareness; share information with employee in writing	No
5	Counselling;	Yes
6	Counselling;	Yes
7	Counselling; consider referral for Health Assessment if appropriate	Yes

Action taken at this point depends on results of the Health assessment, should one be considered necessary. Following the health assessment the employee and supervisor meet to review results. If the employee is found to have a chronic medical condition, generally accommodation is made for the absences. Health Services monitors the employee's progress. If no ongoing medical condition is found, then, the employee is advised that improved attendance is expected.

The purpose of the At Work Health Assessment is to determine whether or not there is a medical reason for the absenteeism, whether any identified medical problems causing absenteeism are under control through medication or other means and whether the employees department can expect an improvement, deterioration or the same level of absenteeism in future. At Work Health Assessments are normally conducted by an Occupational Health Nurse. However, employees will be referred to the Medical Director when a medical complication requires medical intervention. The supervisor will provide a copy of the assessment to the employee and appropriate union representative.

All Health Services staff are governed by the same confidentiality guidelines that apply to the Medical Director.

# Incidents	Action	Document in Employee File
8	Consider conditions of continued employment; referral to EAP (may have been previously done); doctors' notes; counselling, if appropriate	Yes
Further incidents	Subject to conditions of continued employment; termination may result	Yes

# Accumulated Days	Action	Documentation
30	Counselling; consider referral for Health Assessment if appropriate	Yes

In cases where the supervisor is aware of the circumstances resulting in the absence, for example, in cases of known illness or an occupational injury, the supervisor may elect not to counsel the employee.

Occupational injuries are considered no-fault as far as the employee is concerned. An employee who suffers an occupational injury will not be asked to attend the At Work counselling interview that might normally be scheduled as a result of this incident or any subsequent recurrence of the same injury.

At each step, (providing the absences are innocent as earlier defined) a counselling approach is used. The supervisor expresses concern, offers assistance and advises the employee of support services available. Any work problems which may be affecting attendance are addressed. An action plan for attendance improvement is developed.

All counselling sessions must be documented and a copy provided to the employee and union representative as applicable. All counselling sessions must have a follow-up to review progress. Initial counselling sessions are generally conducted by the employees immediate supervisor.

The above guidelines are appropriate in the event of innocent absence and when a number of incidents of absence are occurring. In the event of a lengthy absence, the supervisor and employee maintain contact through out the absence, generally every two weeks. The disability is managed by the Health Services Section who establishes and maintains contact with the employee and their physician to discuss treatment, rehabilitation and transitional work.

Employees are not required to disclose information regarding the nature of their medical condition to their supervisors, although it may be volunteered. Supervisors are entitled to know the expected duration of the absence and medical restrictions, if any. Any information shared by an employee about the nature of an illness should be treated confidentially.

When absence is culpable, that is the employee should have and could have been at work but was not, normal disciplinary procedures are followed.

ACCOMMODATION OF DISABILITY

The TTC has a legal obligation to provide accommodation to employees who have a disability as defined by the Ontario Human Rights Code.

APPENDIX E-1

September 23, 1988

Mr. R.J. Thacker
Manager — Employee Relations
Toronto Transit Commission
1900 Yonge Street
Toronto, Ontario
M4S 1Z2

Dear Mr. Thacker:

This is to confirm that in the future Local 113 will seek to ensure that any Wheel-Trans work left open after all other options have been exhausted, will be filled by Local 113 volunteers from the Wheel-Trans division.

Yours very truly,

Original Signed By:

C.B. Johnson

APPENDIX E-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 E-7

March 18, 2002

Letter of Intent – Block Reliefs

The parties agree to meet, review and discuss the unions proposal as it relates to providing a “block-relieving” crewing method on the Bloor-Danforth subway for late event crews (reliefs) within 90 days following ratification of the contract.

APPENDIX E-8

March 21, 2002

Letter of Intent – Recognition of Seniority

The parties agree that:

1. Local 113 members who transfer out of the Transportation Group to the Maintenance Group and then later return to the Transportation Group will be credited with their accumulated Transportation Group seniority only. “Transportation Group” includes the following sub-groups: Operators, Divisional Clerks, Station Collectors, Ticket & Information Clerks, Wheel-Trans Operators and Operations Clerks, Revenue Operations Clerical and Non-Clerical Groups.

For example: Member works in Transportation Group for 10 years, then in Maintenance Group for 2 years, then transfers back to Transportation Group. Member would be eligible to 10 years Transportation Group seniority.

2. Local 113 members who transfer out of the Maintenance Group to the Transportation Group and then later return to the Maintenance Group will be credited with their accumulated Maintenance Group seniority only.

For example: Member works in Maintenance Group 10 years, then in Operations Group for 2 years, then transfers back to Maintenance Group. Member would be eligible to 10 years Maintenance Group seniority.

APPENDIX E-9

March 22, 2002

Mr. Les Moore
Secretary-Treasurer
Amalgamated Transit Union, Local 113
812 Wilson Avenue
Downsview, Ontario
M3K 1E5

Dear Mr. Moore:

Subject: Ambulance Pants, Rainwear, Gloves

Wheel-Trans will continue with its current practice of replacing damaged or soiled rainwear and leather gloves when required. Latex and non-latex gloves will be available upon reasonable request.

Wheel-Trans will replace the current pants with ambulance-style pants for Wheel-Trans Operators.

Sincerely,

Original signed by

Scott Blakey
Manager – Human Resources

APPENDIX E-10

April 4, 2002

Mr. L. Moore
Secretary-Treasurer
Amalgamated Transit Union, Local 113
812 Wilson Avenue
Downsview, Ontario
M3K 1E5

Dear Mr. Moore:

Subject: 4 Day 10 Hour Shifts

Upon ratification of the Collective Agreement, the Commission agrees to meet with the Union to discuss potential areas for implementation of four (4) day ten (10) hour shifts.

Sincerely,

Original Signed By:

Scott Blakey
Manager
Human Resources Department

APPENDIX E-11

April 4, 2002

Mr. L. Moore
Secretary-Treasurer
Amalgamated Transit Union, Local 113
812 Wilson Avenue
Downsview, Ontario
M3K 1E5

Dear Mr. Moore:

Subject: Protective Vests – RSEM

Upon ratification of the Collective Agreement, the Commission agrees to a one time issue to all regular Revenue Equipment Repairpersons and Revenue Equipment Analyzers in Cost Center 05G3 and all regular Revenue Equipment Mechanics and Revenue Equipment Analyzers in Cost Center 05G1, of a protective vest at the Commission's expense. It is also agreed that when an employee leaves RSEM they will be required to return the protective vest for redistribution.

Sincerely,

Original Signed by:

Scott Blakey
Manager
Human Resources Department
40.98

APPENDIX E-12

April 6, 2002

Mr. L. Moore
Secretary-Treasurer
Amalgamated Transit Union, Local 113
812 Wilson Avenue
Downsview, Ontario
M3K 1E5

Attention: Mr. Vince Casuti

Dear Mr. Moore:

Re: Job Evaluation

This letter supersedes the letter of March 23, 1993 and any other agreement regarding retroactive pay as a result of any job evaluation under the current Job Evaluation Plan (“the Plan”).

The Union will be entitled to submit for evaluation for up to 10% of the total number of maintenance jobs per year. The Union does not intend to make the submissions at one time.

If the wage group of a job is increased as a result of a review under the Plan, the affected employee(s) will receive full retroactive pay for a retroactive period. The retroactive period will commence the first pay period after the day the Union has provided all required documentation for an initial review by the Human Resources Department. The documentation required from the Union is a letter setting out the appreciable change and the completed questionnaire.

All required adjustments and payments will be made within 90 calendar days of the final agreement or decision to increase the wage group of a job. The Commission will make these adjustments and payments as soon as possible within this time period.

The Union and the Commission have agreed to amend the Plan by adding a step of mandatory mediation prior to appointment of a

referee under paragraph 5.0 of the Plan. Specifically, the Plan will be amended as set out in Appendix “A” attached.

The Union and the Commission have also agreed to meet within 90 calendar days of the date of this letter to discuss housekeeping changes to the Plan that may arise from this letter, review the benchmark jobs listed in the Plan and discuss any other revisions to the Plan that either party may consider appropriate.

The effective date of this letter and the amendments to the Plan is the date of ratification of the Collective Agreement in 2002. It does not apply to any submissions received to the date of ratification.

Sincerely,

Original Signed By:

Original Signed By:

Scott Blakey
Manager – Human Resources

Vince Casuti
President, A.T.U., Local 113

Appendix “A”

To Letter Dated April 6, 2002

Re: Amendments to Job Evaluation Plan

Job Evaluation Plan:

3.0 Establishing a New Job

....

- 3.10 If the Union submits a statement of dispute to the Manager of Human Resources, and if the reply from the Manager is unsatisfactory to the Union, the Union may, within 15 days, submit the matter to a mediator within 15 working days pursuant to Section 5. If the matter is not resolved with the Mediator, the matter may be referred to a Referee pursuant to Section 5.

....

5.0 MANDATORY MEDIATION AND REFEREE PROCEDURE

- 5.1 If the parties are unable to agree on job description and/or evaluation of the job and the matter has been submitted to the Manager of Human Resources in accordance with paragraph 3.10, the parties agree to submit the matter for mandatory mediation. The parties will jointly select a mediator. The mediator will determine the process in consultation with the parties. The cost of the mediator, including rates and travel costs, will be shared equally by the parties.
- 5.2 If the parties are unable to resolve the matter at mediation, an independent Referee, mutually agreed upon by the Union and the Commission, is to be appointed to resolve disputes between the Commission and the Union concerning description and/or evaluation of jobs referred to him/her for final and binding decisions.

APPENDIX E-13

April 6, 2002

Letter of Intent – Pools, Various, Swing and As Per Schedule Work Schedules

The parties recognize the need to minimize the number of flexible work schedules, provide reasonable work schedules and give employees advanced notice of schedule changes.

The parties agree to meet and discuss scheduling and the use of pools, various, swings and “As Per Schedule” within 90 days of the ratification of the Collective Agreement with the intent of clarifying and minimizing the use of such work schedules and still meet operational requirements. In attendance at the meeting(s) to discuss this matter will be the Deputy General Managers of Operations, Manager of Human Resources, President of the Union and the Assistant Business Agent – Maintenance.

This letter does not restrict either party’s ability to use the grievance procedure of the Collective Agreement.

APPENDIX E-14

April 7, 2002

Mr. Les Moore
Secretary-Treasurer
Amalgamated Transit Union, Local 113
812 Wilson Avenue
Downsview, Ontario
M3K 1E5

Attention: Vince Casuti

Dear Mr. Moore:

Subject: Job Evaluation – Operator Position

After the date of ratification, on a one-time basis only, the jobs set out below will be reviewed in accordance with the Local 113 Job Evaluation Plan or another appropriate job evaluation plan for this group of employees. The Union will be notified of the tentative timetable for review including the date when the reviews are expected to commence.

1. Operators/Station Collectors

It is understood that if any of the above-noted jobs would result in a downgrading vis-à-vis the job evaluation process, the current wage rates will be maintained.

The parties agree to meet to review and discuss within six months of ratification.

Sincerely,

Original Signed by

Scott Blakey
Manager – Human Resources

Original Signed by

Vince Casuti
President, A.T.U., Local 113

APPENDIX E-15

April 8, 2002

Letter of Intent – Portal to Portal

The parties agree to meet and discuss reducing travel time, where possible. In attendance at the meeting(s) to discuss this matter will be the Deputy General Manager – Surface Operations, General Superintendent – Surface Transportation Department, Manager – Service Planning, Manager – Human Resources, President of the Union and the Assistant Business Agent – Transportation.

APPENDIX E-16

April 8, 2002

Letter of Intent – Substitution (Appendix L, Maintenance Seniority Regulations)

The parties agree to meet and discuss substitution of Forepersons by unionized employees in the Maintenance Department. This will include a discussion on the application of Appendix L, Procedures Regarding Permanent or Temporary Transfer to Non-Bargaining Unit Positions. In attendance at the meeting(s) to discuss this matter will be the Deputy General Managers – Operations, Manager – Human Resources, President of the Union and the Assistant Business Agent – Maintenance.

APPENDIX E-17

October 1, 2001

Mr. L. Moore
Secretary-Treasurer
Amalgamated Transit Union, Local 113
812 Wilson Avenue
Downsview, Ontario
M3K 1E5

Attention: Mr. V. Casuti

Dear Mr. Moore:

Re: Wheel-Trans Accessible Service Plan

Further to the letter dated April 21, 1999, set out in the current Master Collective Agreement as Appendix E-3, this will confirm that the Commission intends to continue providing Wheel-Trans Service based upon the ongoing Accessible Transit Services Plan. As such, the parties recognize that Wheel-Trans will continue to use the current bus/accessible cab ratio to determine the level of bus service necessary to meet the trip demand. The parties agree that this letter of understanding will be considered to be part of the Master Collective Agreement until December 31, 2006 regardless of the term of the applicable Master Collective Agreement.

For the TTC

For the Union

Original signed by Scott Blakey
Manager – Human Resources

Original signed by Vince Casuti
President/Business Agent – ATU,
Local 113

APPENDIX E-18

MEMORANDUM OF SETTLEMENT

Between:

**Toronto Transit Commission
(the "Commission")**

and

**Amalgamated Transit Union, Local 113
(the "Union")**

WHEREAS the Union filed a Step 3 Policy Grievance dated February 25, 2003, regarding Supervisors performing work normally performed by bargaining unit members;

AND WHEREAS the parties, the Union and the Commission, agree that it is in their mutual best interest to amicably resolve and settle all outstanding issues regarding this grievance without further cost or further recourse to litigation, the parties agree to the following:

1. The parties agree that except as set out in paragraph 4 below, Supervisors will not operate subway trains in revenue service.
2. The parties agree that for trains scheduled to enter service from the Portal or Hostler where a member of a train crew fails to show (and there is no reportperson readily available), the train will not be operated in revenue service until sufficient train crews are available.

3. The parties understand that if necessary, as determined by the Commission, the traincrew awaiting relief will be required and directed to continue in service for up to one full trip until a relief crew is obtained or Transit Control directs the train to operate into the yard. However, the parties will ensure that the applicable maximum hours of work rules will be complied with at all times, save and except for situations that meet the test set out in Section 19 (“Exceptional Circumstances”) of the *Employment Standards Act, 2000*.
4. The parties agree that the Commission will not use Supervisors to drive subway trains save and except under the following circumstances and at the Commission’s discretion:
 - a) for Subway Operators to receive their breaks or to be relieved when a relief operator is unavailable; or
 - b) where a Subway Operator on the mainline must leave their assigned work.
5. Where Supervisors drive subway trains it will be for a maximum of one round trip.
6. The Commission agrees that it shall pay to the Union the gross sum of \$40,000.00 (Forty Thousand Dollars) in full satisfaction of any bargaining unit work performed by Supervisors prior to the entering into of this Memorandum of Settlement.
7. The parties further agree that Arbitrator Saltman will remain seized with respect to the implementation and enforcement of this Memorandum of Settlement.
8. In consideration of the foregoing, the Union hereby withdraws its Step 3 Policy Grievance dated February 25, 2003.

9. This Settlement is without prejudice to any other matter between the parties and shall not be referred to in any other matter between the parties.

Dated this 12th day of May 2004

[Original Signed By]

Manager, Human Resources
Toronto Transit Commission

[Original Signed By]

President/Business Agent
ATU, Local 113

[Original Signed By]

Director, Employee Relations
Toronto Transit Commission

APPENDIX E - 19

April 10, 2002

Letter of Intent – Wheel Trans Accessible Service Plan

The parties agree that the letter of understanding at Appendix E-17 will be considered to be part of the Master Collective Agreement for the term of the new Collective Agreement (April 1, 2005 - March 31, 2008)

APPENDIX E-20

April 10, 2005

Letter of Intent – Meetings to Discuss Language Clean-up re: Clerical Groups

Within sixty days of the ratification of the Collective Agreement, the parties will schedule and meet five times with the objective of coming to an agreement on all housekeeping, language clean-up, language interpretation and outstanding grievance issues with respect to the Toronto Coach Terminal, Divisional Clerks, Wheel-Trans Administrative and Technical and Revenue Operations. If required, additional meetings may be scheduled by the parties. The Executive Director – Human Resources and the President of the Union will be available to assist in these discussions.

APPENDIX E-21

April 10, 2005

Letter of Intent – Meetings to Discuss Language Clean-up re: Traffic Checkers

Within sixty days of the ratification of the Collective Agreement, the parties will schedule and meet five times with the objective of coming to an agreement on all housekeeping, language clean-up, language interpretation and outstanding grievance issues with respect to Traffic Checkers. If required, additional meetings may be scheduled by the parties. The Executive Director – Human Resources and the President of the Union will be available to assist in these discussions.

APPENDIX E-22

April 10, 2005

Letter of Intent – Meetings to Discuss Implementation of Four Day Work Week for Night Revenue

Within sixty days of the ratification of the Collective Agreement, the parties will meet to discuss the possibility of implementing a four day work week for Night Revenue Collectors. The Executive Director – Human Resources and the President of the Union will be available to assist in this discussion.

APPENDIX E - 23

April 10, 2005

Letter of Intent - TCT Employees if TCT Sale or Divesture

In the event Commission employees employed in the Toronto Coach Terminal are displaced as the result of a sale or divesture, the Commission will place such employees into job vacancies which they are qualified to fill with their TCT hourly rate maintained for a period of one year. The Commission will consider placing such employees in the Collector's division.

APPENDIX E - 24

April 10, 2005

Mr. L. Moore
Secretary - Treasurer
Amalgamated Transit Union, Local 113
812 Wilson Avenue
Downsview, Ontario
M3K 1E5

Attention: Mr. Bob Kinnear

Dear Mr. Moore:

Re: As Per Schedule

At collective agreement negotiations, the parties had numerous discussions about As Per Schedule (“APS”). The purpose of this letter is to set out the Commission’s commitment to deal with maintenance scheduling outside of collective bargaining negotiations and to develop a long term solution.

The Commission is making a commitment to meet for this purpose outside of bargaining. The Executive Director - Human Resources and the General Manager – Operations are available to assist in these discussions if required. I invite you to contact me directly with any concerns that may develop during these discussions.

To provide the parties the opportunity to deal with APS during the term of the next Collective Agreement, the Union shall withdraw its letter dated March 31, 2005 regarding ending the long-standing practice of using As Per Schedule (“APS”), various or rotating schedules in the Maintenance Group. If the parties are not able to

resolve this issue, the Union can place the Commission on notice during the next round of collective bargaining that it is ending this practice.

The Commission is committed to resolving this issue during the term of the new Collective Agreement. If the Commission does not meet its commitment and resolve this issue with the Union, the Union may grieve any breach of this commitment. I look forward to working with you to resolve these issues for the benefit of our employees and the Commission.

Sincerely,

[Original Signed By]

Richard Ducharme
Chief General Manager
Toronto Transit Commission

40.27

APPENDIX E - 25

April 10, 2005

Mr. Les Moore
Secretary Treasurer
A.T.U., Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention: Mr. B. Kinnear

Re: Contracting Out – Loops and E&C Projects

Dear Mr. Moore:

During negotiations, the Union expressed specific concern over excavation and concrete work associated with track rehabilitation being performed by Contractors on surface streetcar loops and stations. The Union stated that, at a minimum, the Commission's workforce should be performing infill and top concrete work within the track allowance on surface streetcar loops and stations.

The Commission will commit to placing infill and top concrete at surface streetcar loops and yards excluding City allowances. This excludes any work at or over subway stations. Commission workforce will be utilized beginning in 2006 and for the duration of the Collective Agreement.

Also during negotiations, the parties discussed the feasibility of Commission employees performing work associated with large projects managed by the Engineering and Construction Branch. Management will meet with the Union President and technical advisors at the early stages of the budget process to review work the

Commission intends to manage through the Engineering and Construction Branch which is not normally performed by the bargaining unit members. As part of the review, management will set out the requirements and schedule of the work. The parties will discuss whether bargaining unit employees can perform any of the work. After these discussions and once the Commission has made a tentative decision on the work, the Union will be notified in writing.

Sincerely,

[Original Signed By]

Scott Blakey
Executive Director – Human Resources
40-81

APPENDIX E – 26

City Clause

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

Dated the 10th day of April 2005.

[Original Signed By]

Scott Blakey
Executive Director – Human Resources
Toronto Transit Commission

[Original Signed By]

Bob Kinnear
President
A.T.U., Local 113

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.

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