

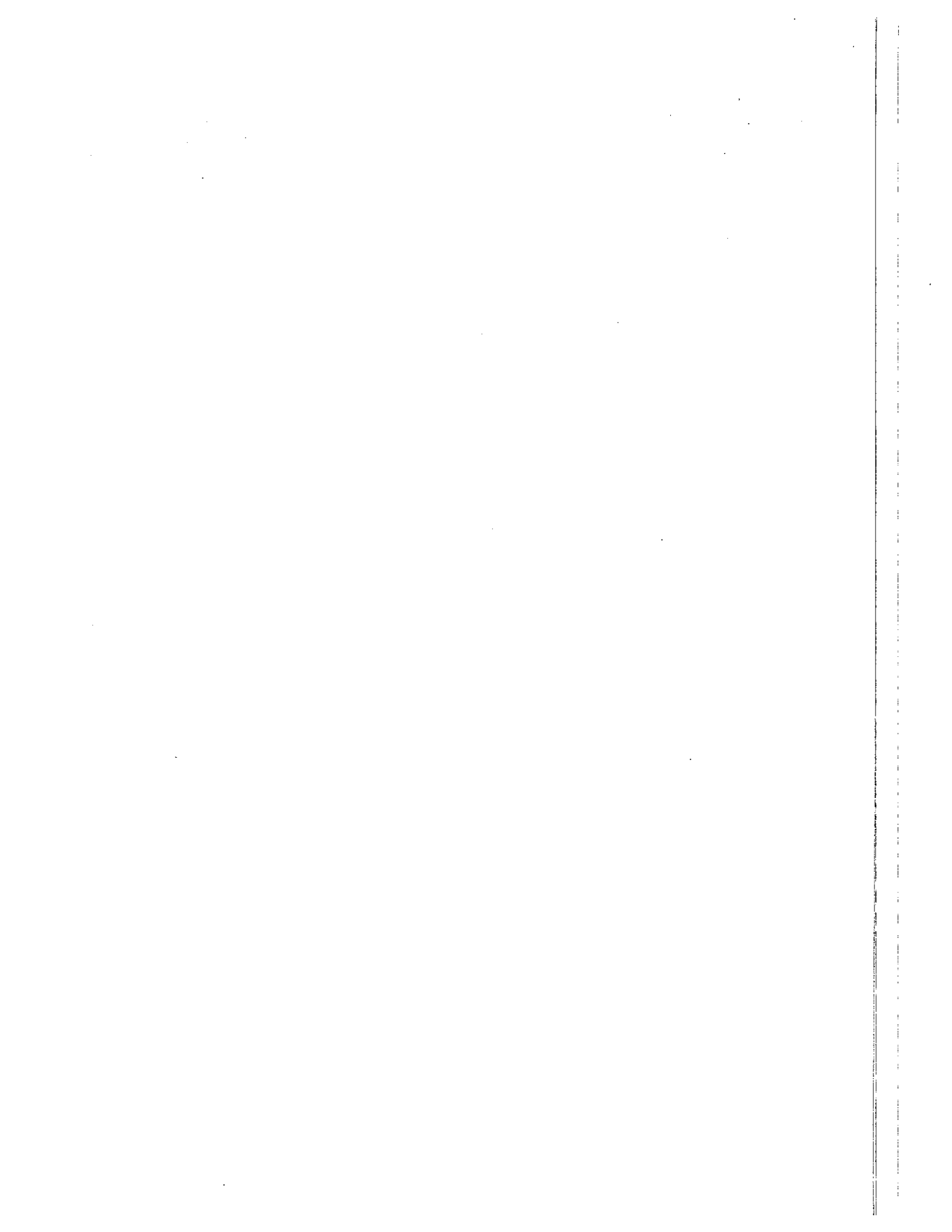


**THE EXECUTIVE BOARD
OF LOCAL 113
RECOMMENDS ACCEPTANCE
OF THIS AGREEMENT**

**MEMORANDUM OF SETTLEMENT
FOR THE RENEWAL OF THE COLLECTIVE AGREEMENT
BETWEEN THE PARTIES
TORONTO TRANSIT COMMISSION
AND
AMALGAMATED TRANSIT UNION, LOCAL 113
MAY 8, 2014**

This Memorandum of Settlement has been prepared with the avowed purpose of reaching an amicable agreement to amend and ensure the continuance of The Collective Agreement.





MEMORANDUM OF SETTLEMENT

BETWEEN:

Toronto Transit Commission

(Hereinafter referred to as "TTC")

and

Amalgamated Transit Union, Local 113

(Hereinafter referred to as "the Union")

1. The parties agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The Executive Board of the Union agrees to recommend complete acceptance of all the terms of this memorandum to its membership. The undersigned representatives of TTC agree to unanimously recommend all the terms of this memorandum to its principals.
3. The Collective Agreement shall be renewed for the period April 1, 2014 through March 31, 2018, incorporating the items agreed to in this memorandum of settlement together with those items attached as Schedules hereto and representing language settled in the course of negotiations, except for the items in paragraph 19.
4. The parties agree that the said Collective Agreement shall include the terms set out in the Collective Agreement which expired March 31, 2014 and amended as follows:

WAGE INCREASES

5. Wages increased as follows:

Operators and Wheel Trans Operators:

April 1, 2014 – 2%

April 1, 2015 – 2%

April 1, 2016 – 2%

April 1, 2017 – 2.25%

Wage Groups 1-3 (including Traffic Checkers)

April 1, 2014 – 0% + one time \$500 lump sum payment

April 1, 2015 – 0% + one time \$500 lump sum payment

April 1, 2016 – 0% + one time \$500 lump sum payment

April 1, 2017 – 0% + one time \$500 lump sum payment

All Other Employees:

April 1, 2014 – 1%

April 1, 2015 – 0.5% + one time 1.5% lump sum payment

- April 1, 2016 – 1.75%

April 1, 2017 – 2.25%

All lump sum payments will be paid to all employees employed on the day before the effective date of the lump sum payment. To be based on 40 hours per week. The lump sum payments will be prorated only for those employees with less than 12 months of accumulated service.

6. Effective April 1, 2014 the TTC will provide to maintenance employees who because of their job requirements, have a recognized and current trade licence issued by the Province of Ontario ("skilled trades") a premium of \$0.75 for each regular hour paid.
7. Effective April 1, 2014 skilled trades positions will have a twelve month wage progression. [For greater certainty, a skilled trades employee with 12 months service as of April 1, 2014 or thereafter shall be promoted to the top of the wage progression schedule].¹

The parties agree to include a wage schedule in the collective agreement to reflect this agreement.

BENEFITS

8. Increase vision care by \$50 for all employees (including pensioners) effective July 1, 2014.

¹ Item in square bracket not to be included in the collective agreement but shall be arbitrable and grievable.

9. Compression hose to a maximum of 4 per year (including pensioners) upon ratification.
10. Upon ratification, orthopedic shoe eligibility shall be based on: "Reasonable and customary charges for orthopedic shoes and orthotic devices when recommended by a podiatrist, chiropractist or specialist physician" (including pensioners).

TUITION AID INCREASE

11. Increase maximum reimbursement per bargaining unit employee under Article I, Section 32 to \$3,500 per calendar year, effective January 1, 2015.

CLOTHING ALLOWANCE INCREASE

12. Increase annual clothing allowance to \$250 for maintenance employees, effective January 1, 2015.
13. A one-time issue of two (2) shirts to Operators and Collectors due to the changeover in uniforms, effective January 1, 2015.
14. Article 1 Section 28 amended as per Schedule A.
15. Extra \$60 for roofers.

IMPROVED RECALL RIGHT

16. Increase the period of time under Article I, Section 24 that regular employees (who have been employed on a continuous basis by the Commission for six months or more and who are laid off) shall remain on the recall list from 12 months to 22 months. Effective upon ratification on a go forward basis.

AT WORK

17. At Work amendments as attached at Schedule B effective September 1, 2014.

ARTICLE 1 SECTION 37

18. Delete last sentence of Article 1 Section 37.

Time Limited Agreements Outside Collective Agreement:

19. The parties agree to certain temporary commitments which are not included in the 2014-2018 Collective Agreement, but are grievable and arbitrable in accordance with the grievance and arbitration provisions of the Collective Agreement.

These obligations will expire on March 30, 2018.

- No contracting out (Schedule C attached)
- Wheel Trans Job Protection (Schedule D attached)
- Dispensing Fee (Schedule E attached)
- Changes to SBA (Schedule F attached)
- Pan Am Games Letter of Understanding (Schedule G attached)

MISCELLANEOUS TRANSPORTATION ITEMS

20. As per attached Schedule H.

MISCELLANEOUS MAINTENANCE ITEMS

21. As per attached Schedule I.
22. Start time for Janitor afternoon shift changed to 4:00pm at Hillcrest.

APPENDIX E-27

23. Amend expiry to March 30, 2018

TTC

24. Change all references in the Collective Agreement from "Commission" to "TTC". Add to the Collective Agreement "The parties agree that the "TTC", "Commission", and "Toronto Transit Commission" are the same."

LETTERS OF UNDERSTANDING

25. The Parties agree to amend the Appendices and Letters of Understanding as per the attached Schedule J.

- 26. All items previously signed off between the parties.
- 27. Unless otherwise specified, all items are retroactive to April 1, 2014.

Signed and dated at Toronto, Ontario this 8th day of May, 2014:

For the Union:



 President




 Secretary/Treasurer



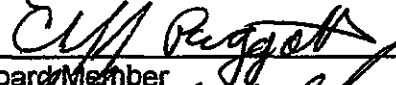
 ABA Transportation



 BM At Large Transportation



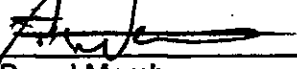
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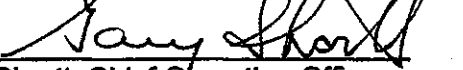
 Board Member




 Board Member

For the TTC:


Andy Byford, Chief Executive Officer



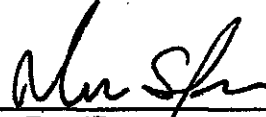
Gary Shortt, Chief Operating Officer




Orest Koblansky, Head of Bus Operations



 Pino Pignatari, Manager of Budgets and Costs




 Vice President



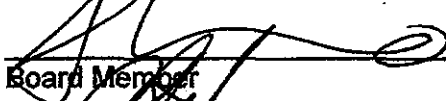
 ABA Maintenance



 BM At Large Maintenance



 Board Member



 Board Member



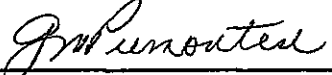
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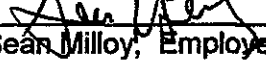
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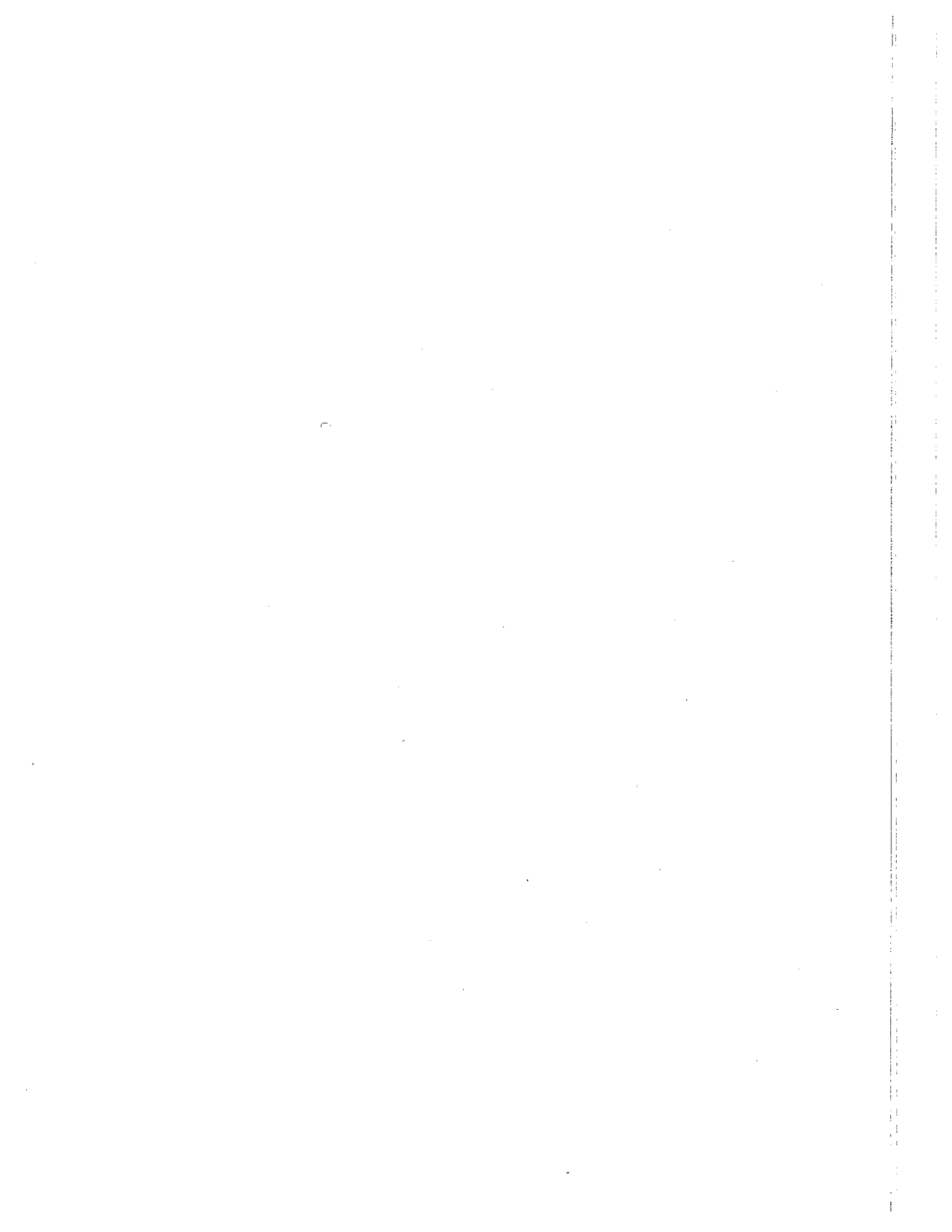
Gemma Piemontese, Chief People Officer



Megan MacRae, Director of Employee Relations



Sean Milloy, Employee Relations Consultant



SCHEDULE A



SCHED.
A

**Agreement Regarding the Amendment
of the Collective Agreement between
ATU Local 113
and
Toronto Transit Commission**

The parties agree to amend article 1, section 28 as follows:

Section 28. Issue Clothing

Transportation Uniform

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

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

* The Commission will provide parkas to Operators similar to those provided to Supervisors.

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

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

Clothing Item	Conditions	Number of Units	Point Value	Total Point Value (Maximum available points - 600)
Trousers	3 units are mandatory every	1	60	

	entitlement period			
Shirts	4 units are mandatory every entitlement period	1	20	
Golf Shirts	None		20	
3 Ties or dress scarf 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 3 in 1 Jacket	None	1	40 210	
Spring / Summer cap	None	1	30	
Winter fur cap	None	1	20	
Baseball cap/toque	Any combination totalling 4 units	4	20	
Wheel-Trans Pants	3 units are mandatory every entitlement period (this item is only available to Wheel-Trans Operators)	1	50	
Socks Winter Scarf	None	3-1	10	
Total Points				600

1. Mandatory items of issue clothing must be selected under the terms outlined and cannot be substituted.
2. Once mandatory selections have been made, employees shall have the option of selecting clothing items of their choice from the above chart with their remaining points.
3. Unused point values cannot be carried forward. Points are not transferable between employees.
4. At all times, employees will wear the clothing required in order to meet the established uniform dress code.
5. Baseball caps may be worn year round, except with the blazer.
6. Issue clothing that is damaged in job related incidents or received defective from the manufacturer will be replaced at no charge to the employee.
7. The Commission agrees to implement the following changes to the uniform materials, styles and blends:
 - a. dress pants ~~8oz., 65%-46%polyester/ 50% wool/ and 4% elastin 35% cotton-stretch permanent press, slash or side pockets, pleated or non-pleated (optional);~~
 - b. shorts ~~8oz., 65%-46%polyester/ 50% wool/ and 4% elastin 35% cotton-stretch 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, and 7 will be provided with a subway smock. These garments will be reissued as the need arises. The decision to provide more than one smock per year will be at the discretion of the Divisional Manager or designate.

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

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

Uniform personnel, who do not report to the ~~TTC Commission~~-tailor for their scheduled uniform measurement by the posted deadline, will be ~~relieved~~ taken off duty, without pay, 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

Uniform items will be worn in accordance with the dress code in ~~The parties hereto agree to the implementation of the regulations as set out in Appendix XX "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 for Transportation

It shall be understood that when a uniformed employee leaves the service of the ~~TTC Commission~~ while indebted to the ~~TTC 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 ~~TTC 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 | 2 Coupons |
| 1 tunic or | 1 lightweight topcoat |
| 1 pair of trousers or | |
| 2 shirts | |
| 3 Coupons | |
| 1 5 in 1 Jacket | |

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

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

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

Maintenance Employees — Issue Clothing and Boots

- ~~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

Effective January 1, 2006, the clothing voucher for Maintenance employees (excluding Security Attendants and Fire Prevention Inspectors, Janitors and Servicepersons 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, 2009 - \$225.00

January 1, 2015 - \$250.00

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, 2009 \$225.00~~

Roofers

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

Security Attendants

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

Fire Prevention Inspectors

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

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

Janitors and Station Servicepersons

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

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

Initial Issue:

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

Annual Supply (starting in 2015):

- 6 Navy Blue Shirts - Choice of Long Sleeve, Short Sleeve, Golf Shirt or Long Sleeve Turtle Neck.**

- 3 Navy Blue Durable Cargo Work Pants – Choice of lined or unlined.**
- 1 Navy Blue Jacket (5 in 1), (subject to #2 below)**
- 1 Red Winter Toque**
- 2 Red Baseball Caps**

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

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

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

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

Previous year start dates of Jan. through Apr.	6 Shirts, 3 Pants, 1 Toque, 1 Cap
Previous year start dates of May through Aug.	4 Shirts, 2 Pants, 1 Toque, 1 Cap
Previous year start date of Sept. through Dec.	2 Shirts, 2 Pants, 1 Toque, 1 Cap

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

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

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

- 3. Employees receiving issue clothing must at all times wear the issue clothing required to meet the safety and/or appearance standards established for the work group. Management will establish appropriate standards of safety and/or appearance.**
- 4. Issue clothing, which due to abnormal conditions in a particular job is damaged beyond repair or worn out, may be replaced at no charge to the employee if authorized by the Department Head. In such an event, the employee will be expected to issue an incident report detailing the circumstances of their request for replacement.**
- 5. Eligible employees will be issued with vouchers in the month of January. Employees will obtain their work clothing from designated suppliers during their off time and must present their vouchers to the supplier in order to obtain their work clothing.**

6. New eligible employees will be issued work clothing vouchers within one month of their employment on a pro-rated basis.
7. Three (3) vouchers for the cleaning of eligible maintenance employees' parkas will be issued to each maintenance employee annually.
8. Every four years each regular Escalator Mechanic is to be provided with a special voucher to obtain a parka over and above the regular clothing voucher.
9. Every four years each regular Maintenance Repairperson (Heating) and Maintenance Mechanic (Heating), will receive a special voucher to obtain a parka over and above their regular clothing voucher.
10. Employee scheduled to retire within the first six (6) weeks of the year will not receive a work clothing voucher.

Laundering of Work Clothing

The laundering of TTC Issue Work Clothing shall be provided to employees as 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.

Effective November 23, 2012 the position of Crew Chief and Revenue Collector will no longer be entitled to Revenue Operations Issue Uniform Clothing, rather will be provided annually with an Issue Clothing Voucher equal to the value of Maintenance Employees.

Agent Order Drivers

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

Uniform 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.

Dated this 8th day of ^{May} April 2014.


Toronto Transit Commission


ATU Local 113

Uniform Clothing —Token Vending Machine Attendants

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

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

- 2 (two) pants with one mesh pocket (no other pockets) replaced very year
- Any combination of Pocketless Golf Shirts and/or T-Shirts, for a total of four (4) replaced every year

Traffic Checkers

The Commission will provide an annual clothing voucher equivalent to a value of \$100.00 for the purchase of clothing.

Uniform Charges for Maintenance

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.

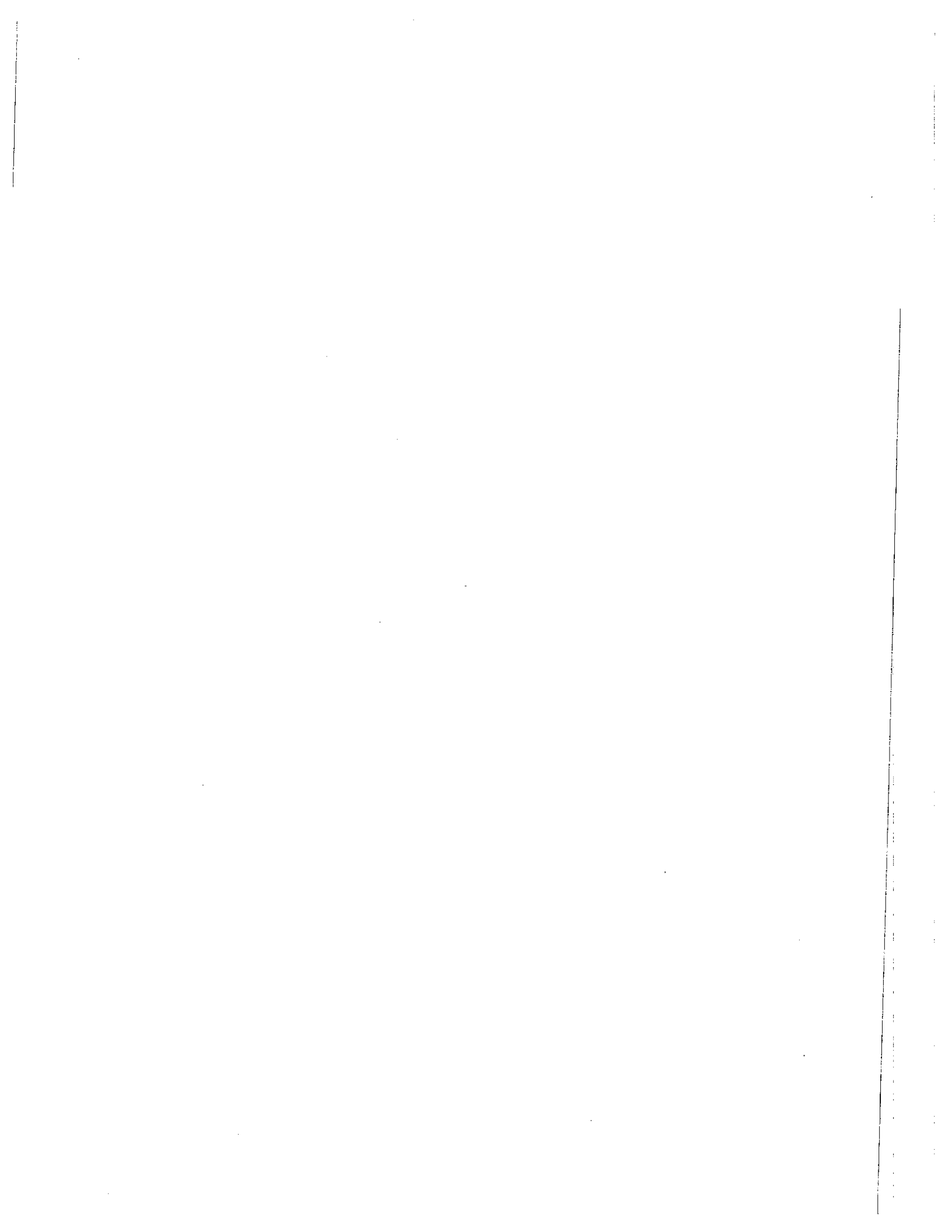
Such costs shall not be deducted in case of death of the employee or of retirement on pension or disability allowance, or of transfer to other employment within the Commission, nor shall they be deducted for any uniformed employee whose employment is terminated by resignation after ten years or more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

~~Traffic Checkers~~

~~The Commission will provide an annual clothing voucher equivalent to a value of \$100.00 for the purchase of clothing.~~

SCHEDULE B



SCHEDULE
Appendix B

The TTC and the ATU hereby agree to revise the Action Guidelines found at Appendix E of the Collective Agreement entitled "At Work Procedure/Absence from Work Procedures" (pages 235-236) as follows:

# Incidents	Action	Document in Employee File
4	Awareness; share information with employee in writing	No
5-4	Counselling;	Yes
6-5	Counselling; Awareness of average attendance rate	Yes
7-6	Counselling; Awareness of average attendance rate; consider referral for Health Assessment if appropriate	Yes
8-7	Counselling; Awareness of average attendance rate; Consider referral for Health Assessment if appropriate Consider conditions of continued employment; referral to EAP (may have been previously done); doctor's notes; counselling, if appropriate	Yes
Further incidents	Subject to conditions of continued employment; termination may result	Yes

# Accumulated Days	Action	Document in Employee File
30	Counselling; consider referral for Health Assessment if appropriate	Yes

LETTER OF UNDERSTANDING

BETWEEN:

TORONTO TRANSIT COMMISSION ("TTC")

- and -


AMALGAMATED TRANSIT UNION Local 113 ("ATU")

The TTC and the ATU agree to meet within six months of the date of ratification to discuss the At Work Program and its effectiveness in reducing absenteeism.

Dated: May 8, 2014



Andy Byford for the TTC



Bob Kinnear for the ATU

SCHEDULE C

MEMORANDUM OF AGREEMENT

SCHED.
C

BETWEEN:

TORONTO TRANSIT COMMISSION ("TTC")

- and -

AMALGAMATED TRANSIT UNION Local 113 ("Union")

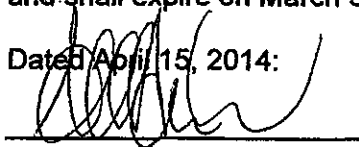
WHEREAS the Union filed Grievances #2012-302, #2012-188, #2012-379, #2012-244, #2012-440, #2013-192 (hereinafter "Grievances").

AND WHEREAS the Parties wish to fully and finally resolved all issues raised in the Grievances;

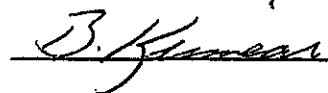
The Parties agree as follows:

1. The TTC agrees not to contract out in the future any work normally performed by members of the Union*. This obligation expires on March 30, 2018. For clarity, other provisions in the collective agreement and any other agreements restricting contracting out remain in effect.
2. In exchange for the above temporary commitment by the TTC, the Union agrees to withdraw the Grievances.
3. This Agreement can be grieved under the grievance and arbitration provisions of the Collective Agreement.
4. This Agreement is conditional upon ratification by both Parties of a renewal Collective Agreement and shall be of no force and effect until such time.
5. The Parties agree that Arbitrator Burkett shall remain seized of the first dispute regarding the interpretation or implementation of this Agreement and no other arbitrator shall render an award prior to Arbitrator Burkett.
6. The Parties agree that this Agreement shall not form part of the Collective Agreement and shall expire on March 30, 2018.

Dated April 15, 2014:



Andy Byford for the TTC



Bob Kinnear for the Union

*For the purposes of interpreting this Agreement, the term "work normally performed by members of the Union" is synonymous with "bargaining unit work".

SCHEDULE D

SCHED.

D

MEMORANDUM OF AGREEMENT

BETWEEN:

TORONTO TRANSIT COMMISSION

-AND-

AMALGAMATED TRANSIT UNION, LOCAL 113

(the "Union")

WHEREAS the TTC's obligations with respect to the Wheel Trans modal split were outlined in Appendices E-17 and E-17A of the Collective Agreement between the parties;

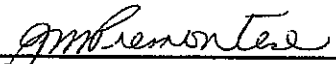
AND WHEREAS on February 6, 2013 the parties signed a Memorandum of Agreement ("MOA") to resolve a grievance filed by the Union concerning the TTC not meeting the obligations as outlined in Appendix E- 17A and the Parties agree that paragraph 5 of the MOA has been satisfied;

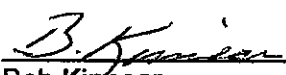
AND WHEREAS the Parties agree that it is in their mutual best interest to reach an agreement regarding operator work within Wheel Trans;

NOW THEREFORE the Parties agree as follows:

1. The Parties agree that Appendices E-17 and E- 17A of the Collective Agreement and the MOA are hereby suspended until March 30, 2018. The parties also agree that E-27, as it applies to the modal split for Wheel Trans Operators only, is hereby suspended until March 30, 2018. For greater clarity, the Parties are not bound or in any way obligated by paragraphs 4 and 5 of the MOA until March 30, 2018.
2. As long as the TTC continues to provide para-transit services, the TTC agrees to maintain a minimum of 350 Wheel Trans Operators until March 30, 2018.
3. In the event that the TTC determines that service levels are reduced, the Parties agree to meet to discuss the staffing in paragraph 2 above in order to achieve operational efficiency.
4. The Parties agree that this agreement is not part of the Collective Agreement but will be grievable and arbitrable in accordance with the grievance and arbitration provisions of the Collective Agreement.
5. The Parties agree that Arbitrator Burkett shall remain seized with respect to any interpretation and/or application of this Agreement.
6. This Agreement expires March 30, 2018.

Signed and agreed to this 8th day of April 2014.


 Gemma Piemontese
 Chief People Officer
 TTC


 Bob Kinnear
 President
 ATU, Local 113

SCHEDULE E

SCHED.
E

MEMORANDUM OF AGREEMENT

BETWEEN:

TORONTO TRANSIT COMMISSION

(THE "TTC")

AND

AMALGAMATED TRANSIT UNION, LOCAL 113

(THE "UNION")

The parties agree to the temporary commitments contained in this memorandum of agreement. This memorandum of agreement will not be included in the 2014-2018 Collective Agreement, but will be grievable and arbitrable in accordance with the grievance and arbitration provisions of the Collective Agreement.

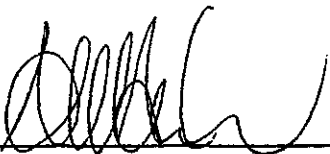
These obligations will expire on March 30, 2018.

Dispensing Fee


Effective upon ratification of the Collective Agreement, dispensing fees for prescription medications will be capped at \$9.00, excluding pensioners.

This cap will expire on March 30, 2018.

Signed and agreed to this 8th day of May 2014.



Andy Byford
Chief Executive Officer
Toronto Transit Commission



Bob Kinnear
President
ATU, Local 113

SCHEDULE F

SCHED.
F

MEMORANDUM OF AGREEMENT

BETWEEN:

TORONTO TRANSIT COMMISSION

(THE "TTC")

AND

AMALGAMATED TRANSIT UNION, LOCAL 113

(THE "UNION")

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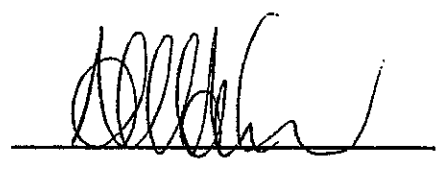
Sick Benefits

Effective upon ratification of the Collective Agreement, applications for SBA benefits will be made on the appropriate form within 30 calendar days of the first day of the absence. If an employee cannot make an application within 30 calendar days, he or she may appeal to the SBA Board.

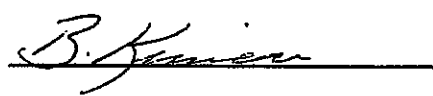
Effective September 1, 2014, employees will not be paid SBA benefits for the first full day of each incident of absence due to illness that he or she is otherwise eligible to receive payment for under SBA by-laws, for the fourth sick incident and each subsequent incident, in each calendar year.

These obligations will expire on March 30, 2018.

Signed and agreed to this 8th day of May 2014.



Andy Byford
Chief Executive Officer
Toronto Transit Commission



Bob Kinnear
President
ATU, Local 113

SCHEDULE G

The parties agree to the following letter of understanding, which will not be incorporated into the collective agreement:

April 30, 2014

Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

SCHEID.

G

Attention Mr. Kinnear, President

Re: Vacation during Pan-Am Games

As you are aware the Pan American and Parapan American Games will be taking place in Toronto during the summer of 2015. The TTC is anticipating a significant increase in the demand for our services during this period. In order to ensure that we are able to provide adequate and efficient services to our customers, the TTC will need to limit the amount of vacation that employees can take from July 1st, 2015 to August 15th, 2015. The Union committed to co-operate with the TTC regarding this matter.

Sincerely,

Gemma Piemontese
Chief People Officer
Toronto Transit Commission

Dated this 8th day of May 2014.


Toronto Transit Commission


ATU, Local 113

SCHEDULE H

TORONTO TRANSIT COMMISSION



MARIA AUGIMERI
CHAIR
MAUREEN ADAMSON
VICE-CHAIR
ANDY BYFORD
CHIEF EXECUTIVE OFFICER

RAYMOND CHO
JOSH COLLE
GLENN DE BAEREMAEKER
NICK DI DONATO
ALAN HEISEY

PETER MILCZYN
JOHN PARKER
KAREN STINTZ
ANJU VIRMANI



April 23, 2014 (Revised)

Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention: Mr. Kinnear, President

RE: Schedule C, Appendix I (Off-day Exchanges)

Dear Mr. Morton:

Please accept this letter as notice from the Toronto Transit Commission that it will not agree to extend the procedure for off-day exchanges contained in Schedule C, Appendix I of the collective agreement. Effective the date of ratification of the new collective agreement, the TTC will implement new rules governing off-day exchanges.

A copy of the new procedure is attached for your review. Any changes to such procedures will be shared with the union 30 days prior to their implementation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gemma Piemontese".

Gemma Piemontese
Chief People Officer
Toronto Transit Commission



TTC PROCEDURES FOR OFF-DAY EXCHANGES

Exchanging of off-days shall be permitted for all uniformed Operators, Collectors and Station Janitors within the bargaining unit based upon the following procedures:

- 1) Requests for exchange must be submitted on the appropriate form, be fully completed and signed by both Employees in order to be considered
- 2) Requests must be submitted to the Divisional Manager or his/her designate at least three (3) days prior to the requested date of exchange.
- 3) The exchanged dates must not be further than 14 calendar days apart (e.g. an Employee cannot exchange a shift on March 1st for a shift on March 21st). Employees cannot exchange off-days between December 15th and December 31st.
- 4) An Employee shall only be permitted to participate in an off-day exchange with another Employee for a total of ten (10) times per year unless specifically agreed to by the Divisional Manager or his/her Designate.
- 5) Employees who exchange off-days will be paid the value of the work actually performed.
- 6) No three-way exchanges will be permitted.
- 7) No off-day exchanges will be permitted on a holiday as denoted by the Board Period Calendar or Special Day Sign-up, unless specifically agreed to by the Divisional Manager or his/her Designate..
- 8) No off-day exchange will be permitted with an Employee who is on the Spareboard.
- 9) An Employee must perform their regular duties when they are working as a result of an off-day exchange (e.g. Employees cannot book training).
- 10) If an Employee becomes unavailable to work the first date of the exchange prior to the date of the exchange, the exchange will be cancelled. If an off-day exchange is agreed upon and one employee becomes unavailable on the date of their part of the exchange, the work will become open. Such cases will still contribute to both parties annual maximums for exchanges.
- 11) Once an off-day exchange has been approved, a floater day or a single day vacation will not be granted on the day the Employee has agreed to work.
- 12) Off-day exchanges with Employees who are on vacation will not be permitted.

**Agreement Regarding the Amendment
of the Collective Agreement between**

ATU Local 113

and

Toronto Transit Commission

The parties agree to amend Article VII-I accordingly:

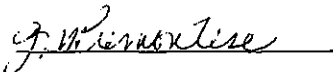
[NEW] Section [TBD]. Vacancies in Revenue Processing

Spare Processing Operator full-time regular employees will first be canvassed by management in order of seniority prior to the posting of any vacant regular Processing Operator Clerical positions.

In the event that none of the spare Processing Operator full-time regular employees canvassed are interested in the vacant position, then the Processing Operator position will be posted through established job posting procedures.

In the event one of the spare Processing Operator full-time regular employees canvassed accepts the Processing Operators position, then the end resulting spare position will be posted through established job posting procedures.

Dated this 24th day of April 2014.



Toronto Transit Commission



ATU Local 113

**Agreement Regarding the Amendment
of the Collective Agreement between
ATU Local 113
and
Toronto Transit Commission**

The parties agree to amend Article VIII accordingly:


[NEW] Section 18. Off-day Scheduling

Calendars outlining off-days for Traffic Checks will be delivered to employees three weeks in advance for the following periods: January – May, June – September and October – December.

For the months of June, July and August, the Employer will provide a minimum of three weeks' notice when changing an employee's off-day.

Dated this 21st day of April 2014.


Toronto Transit Commission


ATU Local 113

**Agreement Regarding the Amendment
of the Collective Agreement between**

ATU Local 113

and

Toronto Transit Commission


The parties agree to amend the Single Day Vacation Regulations and subsequent agreements accordingly:

Distribution of work orders: "By close of business at 4PM ~~Monday~~ Friday, documentation pertaining to..."

Advance notice (minimum) for requesting days of: "Minimum of ~~21~~ 23 calendar days' notice..."

Dated this 24th day of April 2014.


Toronto Transit Commission


ATU Local 113

Any and all agreements on specific articles and/or issues is tentative and contingent upon the signing and ratification of a full and final Memorandum of Agreement. Additionally, we reserve the right to amend these proposals as circumstances warrant.

Agreement Regarding the Amendment

of the Collective Agreement between

ATU Local 113


and

Toronto Transit Commission

This shall confirm the agreement reached during collective bargaining that during the life of the collective agreement the parties shall work to compile into one governing document, all agreements outside of the collective agreement with respect to Traffic Checkers.

Dated this 24th day of April 2014.


Toronto Transit Commission


ATU Local 113

Any and all agreements on specific articles and/or issues is tentative and contingent upon the signing and ratification of a full and final Memorandum of Agreement. Additionally, we reserve the right to amend these proposals as circumstances warrant.

Agreement Regarding the Amendment

of the Collective Agreement between

ATU Local 113

and

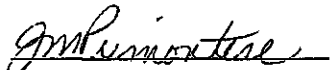
Toronto Transit Commission


The parties agree to amend Article VII-I and VII-II accordingly:

[NEW] Section [TBD]. Footwear

The safety footwear voucher provided for in accordance with Article I, section 29 shall be split and issued to eligible employees in two equal portions. The vouchers will be disseminated in January and July of each year.

Dated this 24th day of April 2014.


Toronto Transit Commission


ATU Local 113

May-6-14
TTC to ATU Local 113

"Without Prejudice"
**Agreement Regarding the Amendment
of the Collective Agreement between
ATU Local 113
and
Toronto Transit Commission**

The parties agree to add the following appendix to the collective agreement:

APPENDIX [NEW]

Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention Mr. Kinnear, President

RE: Dress Code

In accordance with the agreement reached during collective bargaining, the following dress code will replace all existing regulations governing dress code. This appendix will come into effect upon the introduction of the new uniform.

General Appearance

Operating personnel are expected to report to work with polished footwear and their uniform cleaned and pressed. Operators must be generally well groomed and neat in appearance. Extreme styles of hair, beards, mustaches and make-up are not permitted.

Operators without beards and mustaches must be clean shaven. Hairstyles should not interfere with the safe operation of the vehicle or obstruct an Operator's vision (e.g. long hair pulled back and/or clipped and away from the eyes).

Operators will give preference to replacing worn and/or damaged uniform items when determining how to utilize their annual allotment of points under Article X, Section X of the collective agreement.

When reporting for duty, operators must be in full compliance with the dress code.

Trousers

Operators will wear uniform trousers.

Shirts and Ties

Operators will wear either a golf shirt, short- or long-sleeve dress shirt.

Long-sleeve dress shirts must be worn with a tie. Ties are optional for short-sleeve shirts. When worn, ties are to be properly knotted and adjusted at all times.

Sleeves shall not be rolled and cuffs shall be buttoned.

Short-sleeve dress shirts can be worn with the top button undone when a tie is not worn.

Shirts must always be tucked into trousers.

Blazers

Operators who wear a blazer must also wear a dress shirt and tie.

Sweaters

Operators may choose to supplement any acceptable uniform configuration with a sweater, except when wearing a golf shirt.

Caps

Operators are encouraged to wear their uniform caps. Uniform caps are not to be altered in any way. No badges, buttons, etc. other than the TTC crest are permitted on the uniform caps. Caps must be worn with the peak facing forward.

Operators will have the option of wearing the uniform baseball cap with the brim curved appropriately and facing forward. Uniform baseball caps are not to be altered in any way. No badges, buttons, etc. other than the TTC crest are permitted on the uniform baseball caps. Uniform baseball caps will not be worn with the blazer.

Operators cannot supplement the cap with other forms of head gear (e.g. toque).

Jackets

Operators will be permitted to supplement their uniform with the "5 in 1" jacket in accordance with the weather.

Smocks

Smocks will only be worn by subway operators.

May-6-14
TTC to ATU Local 113

Smocks can be worn over any acceptable uniform configuration, except while wearing a blazer.

Footwear

Only conservative dress shoes or boot-type footwear with dark leather uppers and dark soles are permitted. Extreme styles and non-leather shoes, including sandals, sneakers, clogs, platform and high-heeled shoes are not permitted.

Footwear having a heel measurement of more than 1 inch (2.54 cm) or soles more than 3/4 inch (1.9 cm) are not permitted. Footwear shall not interfere with the safe operation of the vehicle.

Footwear worn while in uniform must be properly laced, polished and kept in good repair.

Winter or inclement weather footwear (e.g. goulashes, fleece-lined boots, rubber slip-ons) must be complimentary to the integrity of the uniform with respect to style, colour, etc.

Summer Seasonal Uniform Items

The following uniform items may be worn if the weather permits during the period of time from Easter Sunday to Thanksgiving Sunday.

Golf Shirt and Shorts

Operators may wear shorts and a golf shirt in lieu of trousers and a dress shirt. Socks must be worn while wearing shorts. Socks will be navy or black in colour and a minimum of ankle height. Operators will have the option of wearing the uniform baseball cap with the brim curved appropriately and facing forward.

Operators are responsible for supplying their own socks.

Winter Seasonal Uniform Items

The following uniform items may be worn during the period of time from Thanksgiving Sunday to Easter Sunday.

Accessories

Uniform scarf with any acceptable combination of uniform clothing items.

Toque or fur hat in lieu of cap.

Non-Uniform Accessories

Belts must be worn with uniform trousers and shorts. Operators must supply their own belts, which will be dark in colour, conservative in style, and complimentary to their footwear. Operators who cannot wear a belt can request approval from their supervisor to substitute suspenders for a belt. Where approval is granted, suspenders must be dark in color and conservative in style. Suspenders must be worn underneath a sweater, and cannot be worn with shorts.

Sunglasses are not permitted before sunup and after sundown. At all other times, Operators may wear sunglasses at their discretion. Sunglasses with a mirror-finished lens or those that obstruct an Operator's field of vision are not permitted. Subway operators are not permitted to wear sunglasses while operating in a tunnel.

Jewelry should be kept to a minimum and conservative in style. Large rings and earrings, and jewelry that otherwise negatively impacts the safe operation of the vehicle, are not permitted to be worn. Similarly, wristwatches should be conservative in nature and not interfere with the safe operation of the vehicle.

Gloves may be worn during inclement weather but must be dark in colour, complimentary to the uniform, and must not negatively impact the safe operation of the vehicle.

No other non-uniform accessories will be permitted to be worn, including third-party clothing or accessories with the TTC logo or insignia.

Wheel-Trans Clerks

The following provisions are specific to clerks in the Wheel-Trans Department

Clerks must be dressed in appropriate office attire.

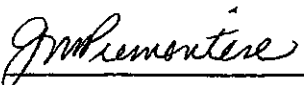
Males: dress pants and dress shirts are to be worn at all times.

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

Accommodation

This policy shall not erode the rights of any person to equal treatment and accommodation under the Ontario *Human Rights Code*. Every effort will be made to provide accommodation in accordance with the code, provided it does not violate the *Occupational Health and Safety Act*.

Dated this 7th day of May 2014.



Toronto Transit Commission



ATU Local 113

The parties agree to the following Letter of Understanding to be incorporated into the Collective Agreement:

Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention Mr. Frank Grimaldi

RE: Sign- Up Regulations

Dear Mr. Morton:

Please accept this letter as confirmation of the agreement reached during collective bargaining regarding the following:

1. The Parties agree to meet outside of Collective Bargaining in order to update and sign-off Sign-up regulations which are reflective of any agreements reached over the years since last signed off.
2. The TTC agrees that payment for leave for Subway Operators to attend a sign-up shall not exceed two hours, although the actual leave may be longer.
3. The TTC agrees that the sign-up period for Collectors will be seven days.

Sincerely,

[Original Signed By]

Gemma Piemontese
Head of Human Resources
Toronto Transit Commission

Dated this 7th day of May 2014.

Gemma Piemontese

Toronto Transit Commission

Frank Grimaldi

ATU Local 113

May 7, 2014

Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention Mr. Frank Grimaldi

RE: Dual Mode Operators

Dear Mr. Morton:

Please accept this letter as confirmation of the agreement reached during collective bargaining regarding the following:

1. Appendix E- 30 will be refreshed for the current contract.
2. The parties agree to meet to discuss changes to Appendix E- 30, outside of Collective Bargaining, that may be of mutual benefit.

Sincerely,

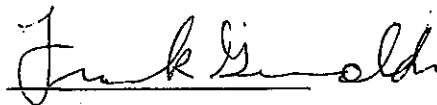
[Original Signed By]

Gemma Piemontese
Head of Human Resources
Toronto Transit Commission

Dated this 7th day of May 2014.



Toronto Transit Commission



ATU Local 113

May-6-14
TTC to ATU Local 113

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Footwear

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Handwritten initials and a signature, possibly "G.M.P." and "Cable".

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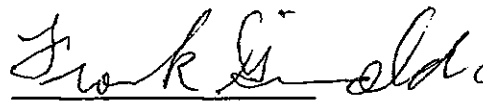
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Dated this 7th day of May 2014.


Toronto Transit Commission


ATU Local 113

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Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention Mr. Frank Grimaldi

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3. The TTC agrees that the sign-up period for Collectors will be seven days.

Sincerely,

[Original Signed By]

Gemma Piemontese
Head of Human Resources
Toronto Transit Commission

Dated this 7th day of May 2014.

Gemma Piemontese

Toronto Transit Commission

Frank Grimaldi

ATU Local 113

May 7, 2014

Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention Mr. Frank Grimaldi

RE: Dual Mode Operators

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2. The parties agree to meet to discuss changes to Appendix E- 30, outside of Collective Bargaining, that may be of mutual benefit.

Sincerely,

{Original Signed By}

Gemma Piemontese
Head of Human Resources
Toronto Transit Commission

Dated this 7th day of May 2014.



Toronto Transit Commission



ATU Local 113

**Agreement Regarding the Amendment
of the Collective Agreement between**

**Toronto Transit Commission
And
ATU Local 113**

The parties agree to amend Article 1, Section 42 as follows:

System Seniority Transfers ("SST")

~~Effective with the September 2008 first Board Period following ratification of this agreement, the System Seniority Transfer SST process will be as set out below. All quotas will be prorated for 2008.~~

Definition

For the purpose of this provision, "Transportation Group" includes the following sub-groups for the purpose of seniority recognition in SST ~~System Seniority Transfer~~ bidding and Job Posting Processing:

Operating Sub-Group – (Group 1)

(Bidding by SST Bid where applicable)

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

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

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

Clerical Sub-Group – (Group 2)

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

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

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

Bids from Sub-Group 2 to Sub-Group 1 shall be by SST ~~System Seniority Transfer~~ bids;

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

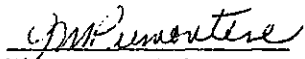
Subject to maintaining divisional strength and in accordance with divisional requirements, the Commission will agree to ~~accommodate~~ **allow System Seniority Transfer** (SST bids prior to the placement of new hires based on the following conditions:


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, and who are able to perform the full duties of the position for which they have an active SST bid on file for, will be eligible for consideration for paragraph 1 above.
3. **New operators will be granted a one- time exception to the above noted 2 year lock in period, for an intra-modal transfer only, after successful completion of his or her probationary period following whereupon the remaining period of the initial 2 year lock in will continue to apply.**
4. SST bids will remain on file up to the first of the thirteenth month following submission of the bid. For example, if a bid is submitted July 15, 2014, this bid will expire August 1, 2015. **Employees who wish to be considered for a SST will be solely responsible for resubmitting fresh SST bids upon expiry of an existing SST bid. Employees are also solely responsible for submitting any new/changes to existing bids for consideration. Only one bid is permitted to remain on file at any given time, per employee, and therefore a fresh SST bid or new/changed bids will automatically replace the last bid submitted.**
5. Prior to a SST bid to subway being processed, employees who have not previously qualified for subway operation **or collectors will take and pass the Subway Operator or Collector pre-test offered by the Training Department to be scheduled on the employee's off time. Employees will be paid four hours at their basic rate when attending training orientation, inclusive of pre-test.**
6. Wheel-Trans Operators' SST bids will be processed in accordance with Appendix B-1, Common Seniority Provisions Wheel-Trans Department Operators, #1.
7. Prior to a SST bid to move to bus operations being processed, employees who have not been previously qualified for bus operation will be required to obtain an approved MTO medical for "C" class license.
8. Employees who either discontinue or withdraw from training will be placed on an unpaid leave of absence for three (3) business days, to allow the TTC opportunity to make arrangements to place the employee in the work location with the greatest need for which they are qualified and will be restricted from submitting a SST bid for two years. **Should an employee be scheduled for training and fail to notify his/her Manager**

or designate at least 7 calendar days in advance of his/her inability to attend and the complete training, this will be considered a withdrawal.

9. Employees who fail training will be placed on an unpaid leave of absence for one (1) business day, to allow the TTC opportunity to make arrangements to place the employee in the work location with the greatest need for which they are qualified and will be restricted from submitting a SST bid for ~~one (2) two~~-years. If the employee fails the training a second time, the employee will be restricted from submitting a SST bid for ~~two (5) five~~-years for that mode.
10. All SST bids will be ~~accommodated~~ permitted for Operators wishing to transfer between divisions with a similar mode (e.g. bus to bus).
11. In the event that a bid has been bypassed the ~~employee-individual~~ bypassed will be moved within twelve months (based on calendar days) of the bypass subject to divisional workforce requirements. In the event such requirements do not allow for the transfer prior to the expiration of the calendar year, the bid will remain on file in the subsequent calendar year (unless it is replaced by an updated bid in which case regular provisions apply) and will be processed as soon as possible, subject to workforce requirements.
12. In the event an employee's scheduled vacation conflicts with any scheduled training required for the successful processing and completion of the SST, the employee will be given the option to reschedule his or her vacation in order to affect the SST, or to be bypassed in accordance with point #11 above.
13. Current lock-in periods will apply to all employees who move due to a SST bid.
14. In the event of a Transit Master Sign-Up, the SST process will be temporarily suspended to allow for the accommodation of transfers associated with the Transit Master Sign-Up.

Dated this 24th day of April 2014.


Toronto Transit Commission


ATU 113

TORONTO TRANSIT COMMISSION



MARIA AUGIMERI
CHAIR
MAUREEN ADAMSON
VICE-CHAIR
ANDY BYFORD
CHIEF EXECUTIVE OFFICER

RAYMOND CHO
JOSH COLLE
GLENN DE BAEREMAEKER
NICK DI DONATO
ALAN HEISEY

PETER MILCZYN
JOHN PARKER
KAREN STINTZ
ANJU VIRMANI



April 23, 2014

Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention: Mr. Frank Grimaldi

RE: System Seniority Transfers- Streetcars

Dear Mr. Morton:

The TTC will make best efforts to ensure that workforce levels are built-up such that it is in a position to grant system seniority transfers out of streetcars in a timely fashion and in accordance Article 1, section 42 of the Collective Agreement.

On a without prejudice or precedent setting basis, the TTC will process four (4) system seniority transfers out of Streetcars during the May 2014 board period, and 2 during the June 2014 board period.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gemma Piemontese".

Gemma Piemontese
Chief People Officer
Toronto Transit Commission



Agreement Regarding the Amendment
of the Collective Agreement between

ATU Local 113

and

Toronto Transit Commission

The parties agree to add the following appendix to the collective agreement:

Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention Mr. Kinnear, President

RE: Removal from sign-up

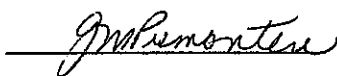
Dear Mr. Morton:

Please accept this letter as confirmation of the agreement reached during collective bargaining regarding the removal of employees from the sign-up. Accordingly, employees who are absent due to illness will be removed from the sign-up in the following circumstance:

- 1) The employer is in receipt of medical information that an employee is likely to be absent for a period of 90 days or longer;
- 2) The employee has been absent for a period of 90 days or longer;
- 3) Any other circumstance in which the employer and the union have agreed to remove an employee from the sign-up.

When an employee has returned to work after being removed from the sign-up, the employee will be eligible to participate in the next sign-up in the event they do not take a further leave of absence due to the same illness within 30 days of their return to work date. The employer will provided work for the employee in accordance with the usual practice upon being declared fit to return to work.

Dated this 24th day of April 2014.



Toronto Transit Commission



ATU Local 113

Agreement Regarding the Amendment

of the Collective Agreement between

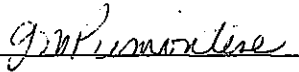
ATU Local 113

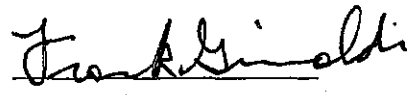
and

Toronto Transit Commission

This shall confirm the agreement reached during collective bargaining that effective the date of ratification, Revenue Processing Employees will be covered by Article VII-I (non-clerical Revenue Operations employees). Accordingly, non-clerical spares will now be eligible to work in Revenue Processing.

Dated this 24th day of April 2014.


Toronto Transit Commission


ATU Local 113

**Agreement Regarding the Amendment
of the Collective Agreement between
ATU Local 113
and
Toronto Transit Commission**

The parties agree to amend Appendix G as follows:

~~Days to Nights or Vice-Versa~~

- ~~1. Temporary trial of six months upon ratification of the agreement or the Interest Arbitration Award.~~
- ~~2. Either party can end the trial without explanation with 30 days notice.~~
- ~~3. Exchanges will only be permitted Crew Chief to Crew Chief or Revenue Collector to Revenue Collector.~~
- ~~4. There will be no exchange permitted during June, July, August or the December Christmas Board period without management approval. Such approval will not be unreasonably denied.~~
- ~~5. Exchanges will not be permitted if either party has booked vacation or will vacation be granted during the exchange period.~~
- ~~6. Maximum two employees in either category will be granted exchanges.~~
- ~~7. Exchanges must be for the entire 28 day rotation schedule.~~
- ~~8. Exchanges must commence at the beginning of the 28 day rotation schedule.~~
- ~~9. Exchanging employees must accept each others assigned off days.~~
- ~~10. Exchanges to be granted on a first come first served basis.~~
- ~~11. Fully qualified spares can exchange with either category.~~
- ~~12. Revenue Collectors or Crew Chiefs exchanging with a spare must be fully trained on all three spare positions.~~
- ~~13. All changes must be ESA compliant.~~

~~If either party fails to honour or fulfill any part of the exchange, both individuals revert to their original shifts/schedules. Management reserves the right to refuse future exchange requests from either party.~~

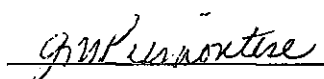
The parties agree to add the following Appendix to Revenue Operations section of the Collective Agreement:

[NEW] Appendix [TBD]. Shift Exchanges in Revenue Operations

The following conditions shall govern shift exchanges (Days to Nights or Vice-Versa) between employees in Revenue Operations:

1. Requests for exchanges will be made in advance to management.
2. Exchanges will only be permitted Crew Chief to Crew Chief or Revenue Collector to Revenue Collector.
3. Exchanges during June, July, August or the December Christmas Board period will only be granted in extenuating circumstances.
4. Exchanges will not be permitted if either party has booked vacation during the exchange period.
5. A maximum of two employees in either category will be granted exchanges.
6. Exchanges must be for the entire 28 day rotation schedule and commence at the beginning of the 28 day rotation schedule.
7. Exchanging employees must accept the other's assigned off days.
8. Exchanges to be granted on a first come first serve basis.
9. Fully qualified spares can exchange with either category.
10. Revenue Collectors or Crew Chiefs exchanging with a spare must be fully trained on all four spare positions.
11. All changes must be compliant with the *Employment Standards Act*.
12. If either party fails to honour or fulfill any part of the exchange, both individuals revert to their original shifts/schedules. Management reserves the right to refuse future exchange requests from either party.

Dated this 21st day of March 2014.



Toronto Transit Commission



ATU Local 113

Agreement Regarding the Amendment
of the Collective Agreement between

ATU Local 113

and

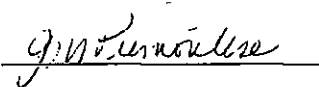
Toronto Transit Commission

The parties agree to amend Article VII-I and Article VII-II accordingly:

[NEW] Section [TBD]. Student Employment

Student employment is for the period between May 1st and Thanksgiving. Any extension beyond Thanksgiving will be discussed with the ~~Executive Board Member~~ Assistant Business Agent ("ABA") – Transportation in advance.

Dated this 21st day of April 2014.



Toronto Transit Commission



ATU Local 113

**Agreement Regarding the Amendment
of the Collective Agreement between**

ATU Local 113

and

Toronto Transit Commission

The parties agree to amend Appendix G accordingly:

- ~~a) Clerical employees that are taken off rotation will become part of the Clerical spare Group and will be assigned work in seniority order.~~
- ~~b) Clerical employees that request to be taken off job function on the rotation board for any agreed upon purpose, will be placed in seniority order at the bottom of the spare pool. (Will select after all regular spares have selected).~~

Revenue Operations will consist of 5 parts:

- ~~1. Grandfathered Spare #1~~
- ~~2. Divisional Requirements~~
- ~~3. Regular Spare Board~~
- ~~4. Extra Spare Board (Overstrength Board)~~
- ~~5. Student Spare Board~~

The parties agree to amend Article VII-I accordingly:

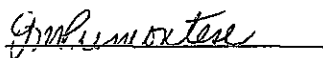
[NEW] Section [TBD]. Movement of Processing Employees

Employees that are taken off rotation will become part of the spare group and will be assigned work in seniority order. Employees that request to be taken off job function on the rotation board for any agreed upon purpose, will be placed in seniority order at the bottom of the spare pool. (Will select after all regular spares have selected).

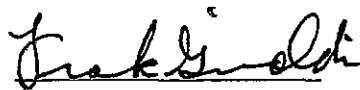
Revenue Processing will fill the available open work in the following order:

- 1. Grandfathered Spare #1
- 2. Divisional Requirements
- 3. Regular Spare Board
- 4. Extra Spare Board (Overstrength Board)
- 5. Student Spare Board

Dated this 24th day of April 2014.



Toronto Transit Commission



ATU Local 113

**Agreement Regarding the Amendment
of the Collective Agreement between
ATU Local 113
and
Toronto Transit Commission**

The parties agree to amend Appendix G accordingly:

...

~~5. Crew chief positions to be posted and made available to all Revenue Collectors (Days & Nights).~~

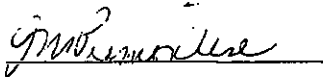
...

The parties agree to amend Article VII-I accordingly:

[NEW] Section [TBD]. Filling of Crew Chief Positions

When Crew Chief positions are vacant and the Employer determines the positions will be filled, the Employer will canvass all Revenue Collectors (days & nights) to determine interest in the position. The most senior interested employee will be awarded the position.

Dated this 24th day of April 2014.



Toronto Transit Commission



ATU Local 113

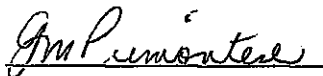
**Agreement Regarding the Amendment
of the Collective Agreement between
ATU Local 113
and
Toronto Transit Commission**

The parties agree to amend the Clerical Regulations to reflect the following changes:

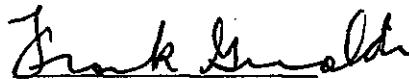
1. When locked-in clerks are the only bids to a division, they will be allowed to move before allowing the pool clerks to backfill.
2. When applying the experience regulations for non-signing clerical jobs, if no candidate has the required number of years of experience, the bidder with the most amount of experience as a divisional clerk will be the successful bidder. Where experience is identical between two bidders, seniority shall be the deciding factor.

The parties further agree to meet after the ratification of the new collective agreement to develop a document containing all of the new and current Clerical Regulations. The purpose of this document will be to merge all existing documents that comprise the Clerical Regulations.

Dated this 24th day of April 2014.



Toronto Transit Commission



ATU Local 113

The parties agree to add the following letter of understanding to the Collective Agreement, in the event that the union agrees to the Employer's proposal relating to the utilization of the "Clerical Pool" to backfill temporary vacancies.

The parties agree to the following Letter of Understanding:

Mr. Kevin Morton
Secretary Treasurer
Amalgamated Transit Union Local 113
812 Wilson Avenue
Toronto, Ontario
M3K 1E5

Attention Mr. Frank Grimaldi

RE: Clerical Regulation Updates

Dear Mr. Morton:

Please accept this letter as confirmation of the agreement reached during collective bargaining regarding the following:

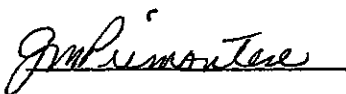
1. Amendments to the Clerical Regulations pertaining to the introduction of Temporary System Floater Clerks, as detailed attached.
2. The TTC agrees to pay clerical employees, who are required to work two (2) consecutive eight (8) hour shifts in a 24 hour period of time, with no rest, time and a half up to a maximum of eight (8) hours for the second shift. Where the second shift falls on a day deemed a statutory holiday by the TTC, time and a half premium will be paid on the first eight (8) hour shift, for up to eight (8) hours.

Sincerely,

[Original Signed By]

Gemma Piemontese
Head of Human Resources
Toronto Transit Commission

Dated this 7th day of May 2014.



Toronto Transit Commission



ATU Local 113

total of overtime hours worked at the Division that they are assigned. These employees will be detailed according to established overtime rules and regs. They will be given a divisional average for the purpose of overtime allocation.

- j) The most senior qualified Pool employee (according to Pool seniority, first in, first out) must accept the Temporary System Floater clerk position and location providing they are released by their home division. If their home division is unable to release them the next senior employee in the pool will be utilized.

All selected vacation entitlements for the Temporary System Floater clerks will be honoured at the location they are placed, ~~providing the Division is able to accommodate.~~

Temporary System Floater Clerks placed at a location will assume the Open Shift.

- The Temporary System Floater Clerks will be guaranteed a 40 hour work week
- The off days will be determined by the shift they assume
- Once open clerical work has been identified the Temporary System Floater Clerk will assume the open shift until the clerk that was on long term absence returns
- The Temporary System Floater clerks will not be allowed to fill any of the Non-signing shifts, including the Slip on weekends. If the shift they should be assigned to includes any of these the normal regulations for filling such shifts will apply.
- All ESA guidelines and regulations will be followed.
- Temporary System Floater Clerks will be eligible to bid for open work on Statutory Holidays as overtime if the conditions above are met
- Any time that these employees spend as Temporary System Floater Clerks is not counted as part of their accumulated time for bidding purposes to non-signing positions

If a permanent position becomes available and the Temporary System Floater Clerk is the most senior in the pool (according to Pool Seniority), they must accept the position as per the Divisional Clerk Pool Regulations. The next most senior eligible pool employee will then be placed into the Temporary System Floater clerk position (if still required) providing their home division can release them.

The Temporary System Floater Clerks will not be canvassed to conduct the Operator/Collector Annual Vacation Sign-up.

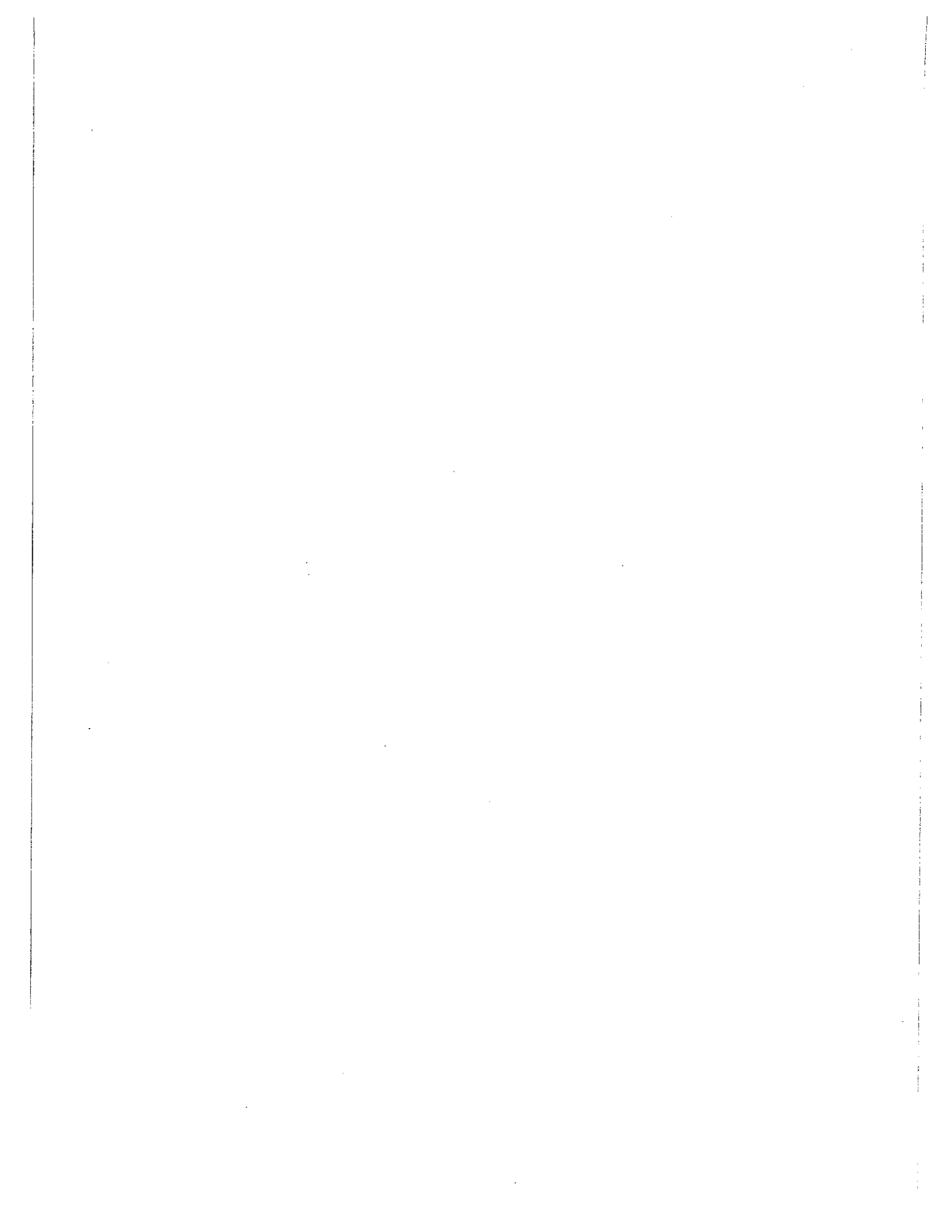
The Temporary System Floater Clerk will sign their annual vacation at their home operating division.

The Temporary System Floater Clerks will not be utilized to fill long term absences at Revenue Operations or Wheel Trans.

Once the Pool employee is no longer required they will return to their home location and they will be placed on the Signed Slip, given two consecutive off days mutually agreed upon. They will be accommodated to comparable work that they were performing prior to assuming the Temporary System Floater Clerk position with a minimum guarantee of 8 hours per day and not less than 40 hours per week, crew value will not be taken into consideration.

Employees must maintain their original qualifications (e.g. licence).

SCHEDULE I



April 15, 2014
 Language proposed
 TTC to ATU Local 113 (ER Proposal #59).
 P3

**“Without Prejudice”
 Agreement Regarding the Amendment
 of the Collective Agreement between
 ATU Local 113
 and
 Toronto Transit Commission**

The parties agree to amend the Maintenance Seniority Regulations to reflect the following changes and to incorporate as an appendix into the Collective Agreement:

MAINTENANCE SENIORITY REGULATIONS

CONTENTS

Comment [B11]: Table of Contents to be adjusted accordingly.

	ARTICLE	SECTION(S)	PAGE
Job Posting Procedures			2
Definitions	1	1.0	3
• TTC Seniority		1.5	3
• Location, shift, hours of work and/or off days		1.10	5
• Maintenance Departments		1.2	3
• Maintenance Group.....		1.3	3
• Maintenance Seniority.....		1.6	4
• Night Shift Employees Off-Days.....		1.7	5
• Purpose.....		1.1	3
• Regular Employee.....		1.4	3
• Temporary Employee.....		1.5	3
• Temporary Seniority		1.8	4
Station Collector Vacancies	2	2.0-2.2	6
Vacation Selection	3	3.0-3.4	6
Employees in Training	4	4.0-4.2	7
Upgrading of Employees	5	5.0-5.4	7

Downgrading of Employees	6	6.0-6.2	8
Job Vacancies	7	7.0-7.14	10
Layoffs	8	8.0-8.5	19
Bumping	9	9.0-9.2	19
Regulations Applying only within The Plant Maintenance Group	10	10.0-10.1	22
Temporary Employees and Special Project Positions	11	11.0-11.5	24
Appendices A-J			26

JOB POSTING PROCEDURES

1. Notices of Job Vacancy are numbered in sequence and prefixed by the following letter designations denoting the Maintenance Group in which the original Established Vacancy(ies) exists:

Automotive Group - "A"
Rail Group - "R"
Plant Group - "P"
Materials Group - "M"

This number is shown on all job postings to which it relates. .

2. The originating maintenance group is responsible to provide a Notice of Job Vacancy to all Maintenance Groups.
3. Responsibility for completion of the Notice of Job Vacancy Filled forms rests with the group which had the original established vacancy. Other Maintenance Groups whose employees are involved must ensure that the necessary information is provided as soon as possible.
4. Each Maintenance Group is responsible for obtaining its own copies of Job Postings, etc. for posting in their group.
5. The forms shown below are available from Graphics Services:
 - Job Selection Form
 - Pre-bid Application Form
 - Notice of Job Vacancy
 - Notice of Established and Resultant Vacancies Filled
 - Automotive Job Vacancy Result Sheet
 - Pre-bid Cancellation Form
 - Job Change Requisition
 - Application for Transfer to Station Collector
 - 3-Month Pre-Bid Sheet – Bloor/Danforth Subway
 - 3-Month Pre-Bid Sheet – Yonge/University/Spadina Subway
 - 3-Month Pre-Bid Sheet Labourers and Janitors
6. ~~Plant-Group~~ Three Month Pre-Bid Forms are ordered as required.
7. Seniority lists are updated every month by the Human Resources Department which co-ordinates the distribution of these lists to the Maintenance Departments and to Local 113 Shop Stewards.

1.0 DEFINITIONS

1.1 Purpose

The following regulations outline the seniority status and rights of employees with respect to hourly-rated jobs under the jurisdiction of Local 113 in all Maintenance Groups, as from time to time defined by the Union and the TTC. Where this agreement uses the plural context, also includes the singular form as the case may be and vice-versa.

1.2 TTC Maintenance Department refers to any of:

- (a) Rail Cars & Shops Department
- (b) Plant Maintenance Department
- (c) Materials and Procurement Department
- (d) Rail Infrastructure Department
- (e) Bus Maintenance Department
- (f) Streetcar Department
- (g) Stations Department
- (h) Revenue Operations Department

1.3 Maintenance Group refers to any of:

- (a) Automotive Group: All Local 113 jobs in the Bus Maintenance Department (Garages & Duncan Shop).
- (b) Rail Group: All Local 113 jobs in Rail Cars & Shops (Subway Carhouses, Greenwood Shop), Streetcar Department (Surface Carhouses), Bus Maintenance Department (Harvey Shop) and Revenue Operations Department (RSEM).
- (c) Plant Group: All Local 113 jobs in the Plant Maintenance Department (Building Services, Facilities Building Equipment, Elevating Devices) Rail Infrastructure Department (Structure Maintenance, Subway/SRT Track), Streetcar Department (Track Maintenance - Surface), Stations Department (Station Services) and Industrial Security (Transit Enforcement)
- (d) Materials Group: All Local 113 jobs in the Materials and Procurement Department (Central Inventory Control, Distributed Inventory Control).

1.4 An Employee who is hired by the TTC will fall into one of the following categories:

- a) Regular – is a full time employee hired on a permanent basis who is either hired directly into or bids into a regular position.
- b) Temporary – is a full time employee with less than six (6) months of accumulated service hired for a term of employment which may fluctuate dependent on operational requirements and who does not hold a regular position or an employee who has been hired for a special project as noted in Section 11.5 (b). In all instances, employees holding Temporary positions must hold associate membership in Local 113.

15 TTC Seniority is the employee's last date of entry with the TTC except where accumulated seniority applies.

- 1.6
- (a) TTC Seniority is used in determining which regular maintenance employees are to be laid off (cease to be employed by the TTC), an employee's vacation entitlement and for other purposes as may be agreed to from time to time.
 - (b) In the event of a lay off and recall, the employee's TTC Seniority date will be adjusted to reflect the lay off period as set out in Article I, Section 24 (Lay Off and Recall Policy - Seniority Upon Resumption) of the Collective Agreement.
 - (c) An employee's TTC Seniority remains unchanged for as long as the employee is retained on the Active or Inactive Payrolls of the TTC, regardless of any moves which the employee may make between jobs, shifts, locations, Maintenance Groups, or TTC departments.
 - (a) Maintenance Seniority is the date which a regular employee holds within the Maintenance Groups. It is the last date of entry into any Maintenance Group or where accumulated seniority applies.
 - (b) In the event of a lay off and recall, the employee's Maintenance Seniority date will be adjusted to reflect the lay off period as set out in Article I, Section 24 (Lay Off and Recall Policy - Seniority Upon Resumption) of the Collective Agreement.
 - (c) Maintenance Seniority is used for:
 - i) Job Bidding
 - ii) Downgrading (in case of layoffs)
 - iii) Vacation Selections
 - iv) All other situations where Maintenance Seniority applies.
 - (d) In the case of more than one employee starting in the Maintenance Groups on the same day, seniority is determined according to the following sequence:
 - i) Date of entry to TTC
 - ii) Date of original application for employment
 - iii) Date of pre-employment medical examination
 - iv) Lowest employee number
 - (e) Maintenance Seniority does not change when an employee transfers between Maintenance Groups.
 - (f) **Appendix E-8 of the Collective Agreement** will not apply to Employees who transfer to the Station Collectors' Group. Employees who transfer to the Station Collectors' Group shall continue to accrue Maintenance Seniority in the group from which they transfer. Upon subsequently returning to a Maintenance Group they shall retain their original Maintenance Seniority date. (Refer to Station Collectors/Operator Vacancies 2.0).
 - (g) The Seniority of employees returning from the Inactive Payroll is defined in Article 7.9.
 - (h) Employees who have a grievance with respect to their Maintenance

Seniority should contact the Amalgamated Transit Union, Local 113,
812 Wilson Avenue, Downsview, Ontario, M3K 1E5.

- 1.7 (a) Temporary Seniority applies only to Temporary employees with less than six (6) months' accumulated service.
- (b) Temporary Seniority is the last date of entry into any Temporary Employee Group or where service has been broken by a period of less than one year and the employee involved did not refuse a recall to work, then the total working time with the TTC will determine seniority.
- (c) Temporary employees who become regular employees in a Maintenance Department will be placed on the seniority list according to the definition of Maintenance Seniority.
- (d) Temporary Seniority for purposes of layoff will be six months' cumulative service.
- 1.8 The interpretation of a night shift employee's off-days is as follows:

Example: Off Days Tuesday and Wednesday. The employee would finish work at 8:00 a.m., Tuesday, and not report for work Tuesday night and Wednesday night, but would resume work at 11:30 p.m., Thursday.

1.9 Location, shift, hours of work and/or off days can be defined as:

Various

- Can be applied to shift, off-days and/or location (any combination or all)
- 48 hours' notice to move; if less than 48 hours' notice, Article IV, section 2 of the Collective Agreement applies
- Used where changes are required due to seasonal work, project/S.W.I.S. work, awaiting training, etc.

Swing

- Can be applied to shift, off-days and/or location (any combination or all)
- Can only be moved to fill for absence due to sickness, vacation, occupational injury, bereavement, prearranged, family, emergency and demand leaves, training or AWOL
- No notice required to move, however, if less than 24 hours' notice provided, employees shall be paid at 1.5 times their basic rate of pay for the first shift only

As Per Schedule (APS)

- Fixed rotating schedule(s) not subject to change without elimination and reposting of position
- Schedules will be posted on a quarterly basis.

Pool

- May be moved to any shift and/or Cost Centre within within a specific work location for an unspecified period of time
- Pool Coach Technicians will be drawn first from 05H6, then 05H2 and lastly 05H1; Pool Coach Technicians will be drawn from each section based on availability and seniority regulations
- 24 hours' notice to change shift when possible, no notice required to change Cost Centre

1.10 Pool vacancies are defined as positions which may be subject to re-assignment from one section to another section within a specific work location in order to meet operational requirements.

1.11 Prescribed training will be defined as any training, lasting more than 5 days but less than one year in length, that an employee must complete as a requirement of their job. Refer to Appendix J for job classifications that fall under this criteria.

1.12 Formal training will be defined as any training program that takes one year or longer to complete. Refer to Appendix J for job classifications that fall under this criteria.

2.0 STATION COLLECTOR/OPERATOR VACANCIES

- 2.1 Maintenance employees may bid at any time to be considered for vacancies in the Station Collectors' Group or the Operators' Group. Applications must be submitted on the approved form (See Appendix A).
- 2.2 Maintenance employees in good health who transfer to the Station Collectors' Group must remain in the Collectors' Group for one year. Maintenance employees may transfer to the Operators' Group pursuant to Article 1, Section 22: Probationary Period – Regulations Governing Transfer Between Maintenance and Transportation Departments (including Wheel-Trans).
- Interested employees may submit a job application form with a resume to Human Resources - Employment Services.
 - The applicant must be in possession of a valid "G" licence and must be in good standing. The applicant's driving record while employed with the TTC (if applicable) as well as his or her overall record must also be in good standing for a minimum period of two years.
 - An orientation session will be conducted by a Placement Specialist.
 - The applicant will be subject to a Criminal Background Check pursuant to the agreement dated April 24, 2006.
 - The application will be subject to a medical check to ensure fitness for the Operator's position and must also meet the medical requirements for the issuance of a class "C" licence.
 - If the employee does not successfully pass the Operator training program he or she will be placed in the first resultant vacancy for which he or she is qualified.

Note: Interested employees in a Wheel-Trans Operator's position will be subject to the process outlined in Appendix B-1 Common Seniority Provisions, Wheel-Trans Department Operations.

3.0 VACATION SELECTION

- 3.1 Maintenance Seniority shall be used in selecting vacation dates.
- 3.2 Selection of vacation dates shall be made at each work location from groups of occupational classifications on each shift or as otherwise agreed. The number of employees who may be away at any one time shall be as per Agreement and maintenance vacation regulations, or as agreed upon from time to time.
- 3.3 Employees who elect to delay their vacation selection until after the sign-up deadline cannot use their Maintenance Seniority to obtain vacation dates which have been selected by other less senior employees.
- 3.4 Should employees transfer to another job before taking their vacation, their original selection will be retained if possible; otherwise a new suitable vacation date mutually agreed upon will be arranged.

4.0 EMPLOYEES IN TRAINING

4.1 Employees in Formal Training Programs

- (a) Employees enrolled in formal training programs including Certs, Juniors, Apprentices, SVT's, LRVT's and Trainees are not entitled to bid for job vacancies or participate in Master Sign-ups or Bumps until completion of their training program. For the purpose of these provisions "Trainees" will be defined as employees enrolled in a formal training program that takes one year or longer to complete
- (b) Employees enrolled and classified as set out in 4.1 (a) above, must remain in the classification for which they received and completed their training for a period of 18 months. However, such employees may bid to higher classifications during this period.
- (c) Where employees enrolled in formal training program positions as set out in (a) with specified shift, location and off-days (other than various positions) have an opportunity to improve on location and/or shift and/or off-days within their current classification and mode, they will be allowed to bid for such improvement.

4.2 When it is necessary to select employees for any course, program or trade school, such selection shall be made by the Department Head and Local 113.

- a) Employees, who bid to a job which requires more than 5 days of prescribed training (as identified in Appendix J) to qualify, must remain in the classification for which they receive training for a minimum period of six (6) months. However, such employees may bid to higher classification during this period. These employees will be subject to Bumps and Master Sign-ups.
- b) Employees, who complete a formal TTC training program in order to qualify to bid to a job, must bid for available vacancies in the classification for which they have been trained. In the event that employees do not secure a vacancy through bidding, the TTC must canvass these employees in order of seniority. If no employee accepts the vacancy, the most junior employee will be forced into the vacancy.

4.3 Certain classifications will contain job specific Lock-in periods as mutually agreed between the TTC and Local 113, as set out below and which may be amended from time to time at the mutual agreement of the parties.

- a) Tie Tamper Operator will be subject to a 30-month lock-in period as agreed in the Memorandum of Agreement dated June 28, 2011.
- b) Asbestos Remover will be subject to a 3-year lock-in period as agreed in the Memorandum of Agreement dated January 14, 2014.

5.0 UPGRADING OF EMPLOYEES

- 5.1 The most senior applicant for a regular job vacancy will be accepted for a trial period, providing the employee has the necessary qualifications, ability and experience.
- 5.2 In cases of doubt as to the qualifications, ability and experience of an applicant for any vacancy, such cases will be discussed with the Board Member concerned before a decision is made. The senior applicant for any vacancy may appeal to the Department Head and be given a test if skill is involved. Such test shall be mutually agreed upon between the Union and the TTC.
- 5.3 During a period of not less than 7 and not exceeding 90 calendar days, the upgraded employees are on a trial period. This trial period may be extended if mutually agreed upon between the Union and the TTC. If at any time during this period there is doubt as to the employee's ability to perform the job, the employee will be required to take and pass a skills test. The test will be developed by the TTC in conjunction with the Board Member. If at any time during this period the employees are found to be unsatisfactory, or request to be relieved of their new duties, they may be downgraded. (For details, see "Downgrading of Employees – During 7 to 90 Calendar Day Trial Period").
- 5.4 Employees' non successful completion of the trial period does not affect their chances of being considered in future upgrades.

Should employees upgrade, they will be subject to the following regulations:

Applicants should take care to bid only on those regular jobs they will accept and for which they are qualified because if a job is offered to the most senior qualified bidder, the employee must accept the vacancy; and

If within 7-90 calendar days, the employee later proves to be unsatisfactory on the grounds of qualifications, ability and/or experience and/or voluntarily requests to be removed from their position as set out in Section 6.5, the job will be re-posted and in situations where the employee proves to be unsatisfactory on the job, they may be reverted to the wage group they held immediately prior to the move. The applicant must then accept the first resultant vacancy for which they are qualified; and If there are no existing vacancies for which the employee can qualify, the employee may be laid off

- 6.0 DOWNGRADING OF EMPLOYEES AND EMPLOYEES WHO MOVE LATERALLY
- 6.1 In downsizing or lateral moves to jobs that are of a different type or vehicle mode, a trial period, as in upgrading, will apply. A move from a Repair Mechanic to a Mechanical Serviceperson, for example, will not be subject to a trial period. A move from a Repair Mechanic to a Senior Stores Attendant, however, will be subject to a trial period.
- 6.2 During the 7-90 Calendar Day Trial Period

Should employees downgrade or move laterally, they will be subject to the following regulations:

Applicants should take care to bid only on those regular jobs they will accept and for which they are qualified because if a job is offered to the most senior qualified bidder, the employee must accept the vacancy; and

If within 7-90 calendar days, the employee later proves to be unsatisfactory on the grounds of qualifications, ability and/or experience and/or voluntarily requests to be removed from their position as set out in Section 6.5, the job will be re-posted and in situations where the employee proves to be unsatisfactory on the job, they may be reverted to the wage group they held immediately prior to the move. The applicant must then accept the first resultant vacancy for which they are qualified; and if there are no existing vacancies for which the employee can qualify, the employee may be laid off.

6.3 FOR ESTABLISHED VACANCIES

- (a) Regular employees can bid for any job vacancy they qualify for (regardless of wage group).

It is the responsibility of the employee to ensure all original documentation confirming education and skills is submitted to and is on file in the Training and Development Department, in advance of submitting a job bid. Upon receipt of educational qualifications & documentation, an Employee Educational Qualifications Documentation Receipt will be completed by Training & Development staff. The documentation will be attached to the Receipt form and a "Date Received" will be noted on the form. The employee will receive the original copy. All such documentation will be updated in the employee's training record within 7 days of the "Date Received" as listed on the form.

Documentation on file with the Training and Development Department, as of the posting close date, will be used as the sole source for awarding of any positions. The Training and Development Department will post annually a notice reminding employees of their obligation to submit updated documentation regarding their education and skills.

- (b) When an employee bids to a position in a lower wage group on a regular job posting and is the successful bidder, no further moves will be made on the original posting; instead, a new posting will be made with the downgraded employee's job posted as the Established Vacancy for 7 calendar days.
- (c) New regular employees entering into the Maintenance Seniority Group are restricted to their original work location and classification for a minimum period of one year. However, such employees may bid to higher job classifications during this period. For the purpose of these provisions "New Regular Employees" will be defined as employees hired from the street or Temporary employees who have attained Regular status.

6.4 FOR DISCIPLINE

(a) If an employee's performance is unsatisfactory and remains so after final warning and instructions from supervisory staff, the employee may be downgraded. In such cases, the downgrading employee may be moved to another shift, wage group, location or any combination of these.

(b) Such employees may not bid for a vacancy in a higher wage group until a minimum period of six months has elapsed from the effective date of the downgrading.

6.5 VOLUNTARY JOB CHANGE REQUEST

(a) When employees require a voluntary change in their working conditions and/or job classification for personal or compassionate reasons, they must make application on the form titled "Job Change Requisition" (see Appendix B). Employees making requests for temporary job changes less than three (3) months, where the request does not arise from an accommodation pursuant to the *Ontario Human Rights Code*, shall be the most junior employee for purposes of work selection and will not be eligible to perform overtime.

(b) If the Department Head approves the application, the vacating employee's job will be posted in the employee's present Maintenance Group. The "Notice of Job Vacancy" (see Appendix C) will state:

- That the posting is for voluntary change reasons, and
- That it may be cancelled (after the usual interval) without making any employee changes if no bids are received which would produce a resultant vacancy suitable to the employee concerned.

(c) If the posting results in a suitable vacancy, then the change will be made.

(d) The vacating employees will only be offered those vacancies which fulfill the purpose of the Job Change Requisition. The Department Head will determine which vacancies fulfill the purpose of the application bearing in mind the employees' qualifications, ability, experience and seniority in relation to other employees in the Maintenance Group, and their need for obtaining more suitable working and/or shift conditions.

(e) If the vacating employees cannot be suitably placed and the posting is canceled, at least 90 calendar days must lapse before they can request that their job be re-posted.

(f) The foregoing procedure will continue at the employees' request until they have been suitably placed. However, if a suitable vacancy should occur at any time, the employees will be moved and their job posted in the usual manner.

(g) In certain cases of illness or accident whereby the employees are unable to perform their regular duties on a temporary basis, they may be offered a job which is compatible with their condition.

(h) Employees granted a change of work, shift, or location for health reasons, are not permitted to transfer to another type of work, shift or location

without clearance from the Occupational Health and Claims Management Section of the Human Resources Department.

7.0 JOB VACANCIES

The following language does not apply in the event of a Master Sign-up or Bump.

- 7.1 A vacancy exists when a job (which, in the opinion of the Department Head concerned, is necessary) is not being performed by any employee or by a sufficient number of employees to meet the needs of the Department.
- 7.2 (a) Regular Vacancies will be posted in all Maintenance Groups. The vacancy and all resulting vacancies will be filled from all Maintenance Groups with the senior qualified employee(s) (with the necessary ability and experience) being the successful applicant(s). All successful applicants will move with full Maintenance Seniority.
- (b) For posting purposes, regular vacancies will be classified as either established or probable vacancies (refer to Appendix C - Notice of Job Vacancy).
- 7.3 (a) The established vacancy shows the wage group, division and/or location, shift, hours of work and off days/nights, with the exception of established "APS" vacancies, which will show the wage group, and where possible, division and/or location, shift, hours of work and/or off days/nights. Where business needs dictate, the location, shift, hours of work and/or off days of established vacancies may be posted to include the following: "Various," "Swing", "APS", or "Pool" as defined at Article 1.0 herein. In the case of Carhouse vacancies, Wage Group 5 and above, and for all Automotive Group vacancies, it will indicate who performed the job previously. The vacancy will be filled by the senior, qualified applicant.
- (b) The TTC may post established vacancies as "Various," "Swing", "APS" "Pool" as defined in Article 1.0 herein. "Various" or "Swing", "APS" or "Pool" positions in each of the Maintenance Departments shall not exceed fifteen (15) percent of the Regular Workforce.
- (c) The TTC may assign maintenance employees to report to specific construction/work sites based on project needs, in and around the City of Toronto. The TTC agrees to provide lockers and washrooms at these construction / work sites.
- 7.4 Procedure for Filling Regular Vacancies. Refer to Appendix E. When it is decided to fill a regular job vacancy, the following is carried out:
- (a) A "Notice of Job Vacancy" is posted for 7 consecutive calendar days on all bulletin boards in all Maintenance Groups and wherever employees of those groups work, fully describing the established vacancy.

- (b) Employees bidding for any vacancy must do so on the Job Selection Form (see Appendix D). A Shop Steward or Board Member may submit a job selection form for an absent employee if authorized in writing by said employee.

Note: Temporary employees are permitted to bid on job postings after accumulating six (6) months temporary service, and only after regular employees' bids have been processed. (to include pre-bids). Refer to Article 11.0.

- (c) A Job Selection Form (Appendix D) may be submitted by employees prior to going on vacation and/or for employees absent due to illness or injury for bidding on all job vacancies posted in all Maintenance Groups, for use within the period the employee is absent. (Not to include employees on inactive payroll other than employees on maternity, parental or adoption leave). Job Selection Forms are valid for a maximum of 180 calendar days commencing with the first day of absence. Employees absent for more than 180 calendar days must submit a new form if they wish to be considered for vacancies which arise after the 180 day period.

- (d) In filling regular vacancies, (see Appendix E) the established and probable resultant vacancies (if any) will be filled by the most senior bidding employee who has the necessary qualifications, ability and experience. All regular employees within the Maintenance Group may bid for any job for which they qualify (regardless of wage group).

Where there exists an actively employed senior temporary employee on the Temporary Employee List without a regular job, bids will not be accepted from Temporary employees who are junior in seniority, unless filling a skilled position. In such cases, the senior temporary employee with the necessary qualifications, ability and experience will be forced into the position.

- (e) A written record must be kept of the applications received, applicants interviewed and the reason for rejecting any unsuccessful bidders who have greater Maintenance Seniority than the employee who is finally selected. Such records to be retained for 180 days from the date the final selection is made.
- (f) When no suitable applications are received, the Department concerned will consider temporary employees as set out in Article 11.0, by forcing the most senior qualified temporary employee into the position. Should there be no qualified temporary employees, the TTC will post the vacancy through the Job Opportunity Program process.
- (g) Employees wishing to apply in advance for vacancies in any Maintenance Group must submit an application on the Pre-bid Application Form (see Appendix F). Such pre-bid applications may be submitted at any time under the following provisions:

- i) Bids for established and/or probable vacancies take precedence over pre-bid applications.
 - ii) On December 31 each year, pre-bid applications are canceled and new pre-bids must be submitted if employees still wish to be considered for forthcoming vacancies.
 - iii) Applicants must accept the first vacancy for which they have submitted a pre-bid and for which they are qualified.
 - iv) Pre-bid applications may be canceled by employees at any time. Applicants should be sure to cancel, in writing utilizing the Pre-Bid Cancellation Form (see Appendix G) any pre-bids in which they are no longer interested, otherwise they will be forced to move.
- v) A notice will be posted by the Human Resources Department in all Maintenance Groups, in December of each year, reminding employees of the pre-bidding regulations.
- (h) No employee will be permitted to bid on a job vacancy after the time limit for the job posting has expired.
 - (i) Results of posting will be posted in all Maintenance Groups within ten days, wherever possible (see Appendices H(i) and H(ii)). Within 21 calendar days of the date of this posting, employees will be moved according to the posted results. If the move takes longer than 21 calendar days, employees will be compensated at the higher wage rate where applicable.

7.5 PROBABLE VACANCIES

- (a) Probable vacancies are those which may result from filling the established vacancies. Full details of these probable vacancies are not known at time of posting.
- (b) In filling probable vacancies, any number of upgrades or lateral moves will be permitted. (A lateral move is one which does not result in a change of wage group).
- (c) In bidding for probable vacancies, employees must specify the general job classification, wage group, and the specific location, shift and off days for all positions they wish to be considered for. (e.g. Var(Shift) and \or Swg (Shift), Var (OD) and \or, Swg (OD)). Employees bidding for a "Pool" position must indicate "Pool" with the classification title.
- (d) Resultant probable vacancies for positions that are on day shift or allocated to any shift containing off days spanning a weekend (e.g. Fri\Sat, Fri\Sat\Sun, Sat\Sun, Sun\Mon, Sat\Sun\Mon) shall be posted as an Established Vacancy if such positions become vacant as a result of a Probable Bid, and there are no qualified applicants.

7.6 TEMPORARY VACANCIES (Jobs lasting less than 180 Calendar days)

- (a) Temporary vacancies are those vacancies which result for the following reasons:

- 1) To fill a vacancy in a regular job during a posting period;
 - 2) To increase the number of employees otherwise required on a particular job in order to cope with a special temporary condition;
 - 3) To fill a new job which has been established on a ladder chart to cover a special temporary condition;
 - 4) To fill a temporary vacancy which may subsequently occur as a result of 1, 2 and 3 above
- (b) Whenever possible, temporary vacancies will be filled from within the particular work location in which they occur and will not be made available to employees in other work locations.
- (c) Regulations Governing Temporary Vacancies for Specified Trade Classifications are as follows:
- i) Trade Classifications covered:

- Coach Technician	12
- General Body Repair Person/Painter	10
- General Maintenance Carpenter	10
- Plumber	10
- Bricklayer	10
- Steamfitter	10
- General Painter	9
 - ii) Temporary employees filling temporary vacancies in the above trades who are at the top of the temporary seniority list when a regular vacancy in a maintenance department for which they would normally be eligible is being filled by Human Resources Department, are made regular effective immediately.
 - iii) The temporary vacancy (if any) thus created is then posted system wide for a period of 7 calendar days. Only regular employees are eligible to bid. The most senior bidding employee who has the necessary qualifications, ability and experience will be accepted.
 - iv) Resultant vacancies will be filled on a temporary basis in accordance with the Seniority Regulations.
 - v) On the termination of the original temporary vacancy, all employees affected will revert to their original positions. Where the successful bidder on the original temporary vacancy was the senior temporary employee who was made regular as per (ii) above, the employee will be transferred to the regular job which initiated the process. If the employees are subsequently unable to qualify, or fail to satisfactorily complete the 7-90 day trial period, their job will be posted and they will be required to accept the first resultant vacancy for which they qualify within their maintenance group. If there are no vacancies for which they qualify, they will be laid off.
- (d) Subject to the exception outlined below at Section 7.6(e), temporary vacancies will be filled by posting at the work location or by canvassing

suitably qualified employees at the work location by seniority (highest to lowest) in the following order:

- 1) Senior qualified employees who can be spared and who are in the same wage group as the temporary vacancy;
- 2) Senior qualified employees who can be spared and who are in wage groups higher than that of the temporary vacancy with no loss of pay;
- 3) Senior qualified employees who are in wage groups lower than that of the temporary vacancy and who can be made available (possibly through backfilling).

If this process does not result in an employee accepting the temporary upgrading, the most junior qualified employee will be forced to the temporary upgrading. If this becomes necessary, the most junior qualified employee will be selected by the following process:

- 1) The most junior qualified employee on the same shifts and with the same off days as the temporary vacancy.
- 2) This section applies only within the Rail Cars and Shops, Bus Maintenance and Streetcar Departments. If, in the opinion of the Department Head or Department Head's designate, there is an urgent need to fill the temporary vacancy, or the short duration of the vacancy precludes hiring a temporary employee to perform the duties and no junior qualified employee is available from within the same shift and off days as described in (1) above, other similar work locations will be canvassed for a volunteer and failing that, Union and Management will jointly agree on the selection of a junior qualified employee to fill the temporary vacancy. In the event that there are no qualified employees within the particular work location, the temporary vacancy will be filled by posting or, when mutually agreed, then by hiring directly from the street. When circumstances deem it necessary, the foregoing may be changed if it is mutually agreeable to both parties.

- (e) Employees with a valid Certificate of Qualification as an Auto Body and Collision Damage Repairer issued by the Ontario Ministry of Training, Colleges, and Universities, or a valid Certificate of Qualification as an Automotive Painter issued by the Ontario Ministry of Training, Colleges and Universities, who apply for temporary vacancies shall always be spared, following the same ordering as noted in Section 7.6(d) above.
- (f) If a temporary transfer to a regular job or a temporary job (excluding those held by students, other seasonal employees and employees working on agreed to special projects), lasts for more than 180 calendar days, then it must be considered as a regular vacancy and posted for applications; this does not necessarily apply to transfers resulting from the replacement of disabled employees. If it is decided to make the temporary vacancy or job regular at any time during the 180-day period, the job will be posted and filled in the usual manner.

- (g) When employees are on loan or temporary transfer from one job to another due to workload and/or qualifications to do a specific job, the period of time shall not exceed 180 calendar days unless mutually agreed. Employees, upon completion of the specific job, shall return to their original job and classification, shift and location and off days that they held prior to the date of the temporary loan and/or transfer.
- (h) Regular employees who are temporarily transferred or placed on temporary jobs are eligible to bid for any posted vacancy on the basis of their seniority, qualifications, ability and experience.

Note: Employees are not permitted to move from one job to another except as a result of being selected to fill a regular or temporary vacancy in accordance with the procedures outlined above.

7.7 POOL VACANCIES

- (a) Vacancies designated as "Pool Vacancies" will be posted across all Maintenance Groups.
- (b) Applicants for pool vacancies will only be accepted after they have been assessed to determine if they are suited for the particular vacancy.

7.8 Employees holding pool vacancies must bid on established or resultant vacancies for which they are qualified; otherwise, they will be forced to accept the first suitable vacancy. The forcing of employees will commence with the most senior pool employee. If they refuse to move, their employment will be terminated.

7.9 EMPLOYEES WITH PERMANENT MEDICAL RESTRICTIONS

- (a) Employees with permanent medical restrictions resulting from illness, non-occupational or occupational injury will be accommodated in their regular job or in an alternate job, where possible, using the procedures outlined in Item (c) below and Sections 7.10 and 7.11. The Union and/or Management may request that the employee submit to an independent medical examination conducted by an independent medical consultant mutually agreed upon between the Union and the TTC to determine the extent of the disability and the medical restrictions. In determining the employee's fitness to perform their regular or any alternate work, the Consultant's opinion of the employee's physical or mental condition shall be the predominant factor to be considered by the TTC. If after the Consultant's report is received, it is determined that the medical restrictions are not permanent, the provisions of the Transitional Work Program will apply. If the restrictions are permanent but the employee is capable of working in a regular job, the provisions in Items (b) and (c) below and Sections 7.10 and 7.11 apply.

- (b) All employees who are off work through injury or illness have their seniority rights and other privileges protected pending their return to work. Employees will retain their original Maintenance and TTC Seniority. Employees granted a change of work, shift, or location for health reasons are not permitted to transfer to another type of work, shift or location without clearance from Health Services.
- (c) Employees with permanent medical restrictions are required to participate in the search for a suitable job by bidding for those jobs in which they can perform the essential duties either with or without reasonable accommodation. A suitable job is one that meets the medical restrictions of the employee and for which they are qualified. Employees who bid for or select jobs they are unable to perform will have their position posted and they will be placed in the first resultant vacancy for which their seniority and qualifications permit and in which they are capable of performing the essential duties.

7.10 EMPLOYEES RETURNING AFTER SHORT TERM ILLNESS OR INJURY

- (a) Employees who are able to return to work after a short-term illness (i.e. prior to qualifying for long term disability benefits) or after an occupational injury, will return to their regular job, either with or without reasonable accommodation, if they can perform the essential duties of their job. Those employees who were transferred to replace them on a temporary basis are to be moved back to their former occupations in the reverse order of the original moves.
- (b) Employees unable to do the essential duties of their regular job because of illness, even after reasonable accommodation, are required to bid for/select a suitable vacant job in their Maintenance Group at the time they are cleared to return to work by Health Services. If no suitable job is available in their Maintenance Group, they will have their position posted and they will be placed in the first resultant vacancy for which their seniority and qualifications permit and in which they are capable of performing the essential duties. This may involve transferring them to another Maintenance Group or *other* TTC Department to fill a suitable vacancy. On the basis of the health assessment, the Department Manager and the Local 113 Representative concerned will determine the type of work (if any) which the employee is capable of performing.
- (c) Employees unable to do the essential duties of their regular job because of an occupational injury, even after reasonable accommodation, shall be treated in accordance with the provisions of Ontario Human Rights Code and are subject to the re-employment provisions of the Workers Safety and Insurance Act.

7.11 EMPLOYEES RETURNING FOLLOWING APPROVAL OF THEIR LONG TERM DISABILITY CLAIM

(a) Employees able to return to work during the initial two years of their LTD claim period (i.e. prior to "definition change") are to be returned to their previous job classification, with or without reasonable accommodation, if they are able to perform the essential duties. If their job has been filled on a regular basis, they are required to bump to get their previous job back. If they are unable to do their previous job, even after reasonable accommodation, they will be placed in a vacancy for which their seniority and qualifications permit and in which they are capable of performing the essential duties as described in Section 7.10 (b).

(b) Employees able to return to work after two years of their LTD claim period (i.e. after "definition change") may return to their previous job classification, with or without reasonable accommodation, only if a vacancy exists. If a vacancy does not exist or if the employee is unable to do their previous job classification, even with accommodation, the employee will be placed in a suitable vacancy for which their seniority and qualifications permit and in which they are capable of performing the essential duties.

7.12 The Union Officials concerned are to be kept fully informed of all necessary details concerning cases described in Section 7.9, 7.10 and 7.11.

7.13 MOVEMENTS WITHIN WAGE GROUPS

The TTC reserves the right, at any time, to temporarily assign an employee to any job within the employee's wage group, and shift, when, in the interests of the work of the department, it is deemed necessary or desirable. Selection will be made as mutually agreed. A full explanation as to the reason for such moves will be given to the employees involved, the Shop Steward and the appropriate Board Member.

7.14 TRANSFER OF WORK

(a) **New Locations** - (i.e. a brand new garage or shop location for which no counterpart presently exists) When work is transferred in whole or in part from an existing location to a new location resulting in a reduction of employees at the original location; the following procedure will apply:

- i) Special notices will be posted at least 21 calendar days in advance in all locations of the affected Maintenance Group explaining the classification and number of jobs to be reduced at the original location and to be created at the new location.
- ii) Special job vacancy notices will be posted in the affected Maintenance Group. The vacancy notices will specify that they are new jobs created by a job transfer. They are to be posted for 7 calendar days and established vacancies only are to be filled.
- iii) Vacancies created by the special posting will then be posted as regular vacancies and the regulations concerning such postings will apply.
- iv) If at any time during the above procedure any redundant job is vacated, that vacancy will not be filled and the job posting will end at that point.
- v) If the postings do not absorb all surplus employees at the work location losing the work, then these employees will be placed in the final resultant vacancies providing wage group and shift can be maintained, otherwise they will have the right to bump in order of Maintenance Seniority to jobs for which they have the necessary qualifications, ability and experience.

(b) **Existing Locations** - When a section or subsection moves from one location to another location (including situations where a facility is closed down and the work transferred in whole or in part to other locations and/or Maintenance Groups), the jobs and its employees shall move with the work.

8.0 LAYOFFS

- 8.1 A layoff is defined as a reduction in the total number of employees within the Maintenance Group.
- 8.2 Layoffs from the TTC of employees with Temporary Seniority will be in reverse order of seniority.
- 8.3 Employees falling into the above category, who are subject to layoff, will be assessed by the Human Resources Department to determine if they are suitable for placement in temporary jobs which are available in other seniority groups within the TTC. If the employee is not suited for other work or if the employee fails to qualify, then the employee will be subject to layoff regardless of seniority. Notwithstanding the foregoing where the employee subject to layoff could only be placed in a job known to last one month or less, the employee will be subject to layoff.

8.4 Jobs occupied by students will not be affected by the foregoing.

8.5 For Recall Procedure, refer to Article 1, Section 24 of the Agreement.

9.0 BUMPING/MASTER SIGN-UP

9.1 When forty (40) or fewer employees suffer a loss of shift, location, off days or job classification within a Maintenance Seniority Group as a result of transfer of work, position redundancy, or lay-off, a Bump will take place. If over forty (40) employees, a Master Sign-Up will occur. Employees suffering such a loss have the right to bump any employees who are junior to them by Maintenance Seniority, provided they have the qualifications, ability and experience to do the job. It is understood that regular employees will be given preference over temporary employees (not students) at the time of lay-off provided the regular employee is qualified for the job.

- (a) Bumping/Master Sign-Up will take place first in the respective Maintenance Group being affected and the employees displaced from that Maintenance Group have the right to bump any employee junior by Maintenance Seniority in another Maintenance Group providing they are qualified to do the job.
- (b) No employee shall be allowed to bump/sign-up into another Maintenance Group while there is a regular job (filled by a regular or temporary employee) available in their own seniority group for which they are qualified and have the seniority to obtain.
- (c) All selections will be final and the employees will be attached to their new Maintenance Group.
- (d) In the case of a Bump/Master Sign-Up which results in an employee(s) ceasing to be employed within the Maintenance Group(s) as a whole, specific details as to the employee(s) finally displaced will be mutually agreed between the Union and Management at the time.

9.2 BUMPING/MASTER SIGN-UP PROCEDURE

- (a) Local 113 will be notified at least two (2) weeks in advance or sooner, if possible, of a proposed Bump or Master Sign-Up. Union and Management representatives will jointly handle all Bumps/Master Sign-Ups.
- (b) A Bump/Master Sign-Up will begin starting with the senior displaced employee. A seniority list showing jobs, classification, location, shift and off-days of all the Maintenance Group affected by the Bump/Master Sign-Up must be posted throughout the Maintenance Group, with copies to Local 113, at least five (5) weeks in advance of the Bump/Master Sign-

Up. For the purposes of a Master Sign-Up, a list of available jobs, classification, location, shift and off-days will also be provided.

- (c) When the reduction of employees in a Maintenance Group is from 1 to 5, the following procedure will be followed: Local 113 will be notified as soon as possible after the need for a bump is recognized. The appropriate Seniority List as referred to in Section 9.2 (b) will be posted immediately. The posting period in advance of the bump is to be agreed by Local 113 and Management and will not exceed 5 weeks.
- (d) Any changes to the seniority lists will only be considered during the first two (2) weeks of the posting period referred to in Section 9.2. (b). It is the employee's responsibility to check their seniority date for accuracy and to report any discrepancy immediately to their Union Representative or Supervisor.
- (e) Disabled employees on jobs for compassionate reasons (as defined by Maintenance Seniority Regulations) and Juniors, Apprentices and Trainees (as set out in Section 4.0) cannot bump and will not be bumped.
- (f) For the purposes of a Bump/Master Sign-Up, all current job vacancies must be posted in the Maintenance Group affected prior to Item (b). Vacancies, if posted, will not be awarded to employees from outside of the Maintenance Group affected prior to the Bump/Master Sign-Up being completed. End resultant vacancies will be made available during the Bump/Master Sign-Up for selection within the group affected. If any end resultant vacancies remain upon completion of the Bump/Master Sign-Up, they will be made available through the posting process as set out in Section 7.0.
- (g) A special pre-selection sheet will be made available for employees who, for any reason, will not be present / available during the Bump/Master Sign-Up.
- (h) Each employee will be given up to a maximum of eight (8) hours to be notified of being bumped, and from the time of notification, will be given up to a maximum of one (1) hour to make a selection for a Bump. In extenuating circumstances, at the discretion of the Management and Union representative conducting the Bump, this period may be extended up to two (2) hours. For a Master Sign-Up, employees will be scheduled to sign up at a rate of at least six (6) employees every thirty (30) minutes.

If an employee is not present / available during the Bump/Master Sign-Up, or refuses to bump/sign-up, and no pre-selection sheet has been submitted, then the Union representative will make the necessary job selection.
- (i) It is the responsibility of the employee to ensure all original documentation confirming education and skills is submitted to and on file with the Training and Development Department as set out in Section 6.3 (a).

Documentation on file with the Training and Development Department, in advance of the start of the Bump/Master Sign-Up, will be used as the sole source for determining an employee's qualifications for selection of any position. If an employee selects a job where their qualifications are in doubt or where a skill test or training is required, they will be permitted to select and the Bump/Master Sign-Up will continue. However, such employees will be advised that, upon completion of the Bump, if they are found to be unqualified or fail the skill test or training, then their job will be posted and they will be forced to bid on any resulting vacancy for which their seniority and qualifications permit. Employees who move as set out herein will be subject to the appropriate 7 to 90 calendar day trial period.

- (j) If the employees are subsequently unable to qualify, or are found to be unsatisfactory during the 7 - 90 day trial period, their job will be posted and they will be required to accept the first resultant vacancy for which they qualify within their Maintenance Group.
- (k) Once a Bump/Master Sign-Up has started, it may not be stopped by either party, unless mutually agreed by both the Management and Union Representatives conducting the Bump/Master Sign-Up. Any issues in dispute which arise and which cannot be resolved during the Bump/Master Sign-Up will be addressed by the parties upon completion of the Bump/Master Sign-Up.

10.0 REGULATIONS APPLYING ONLY WITHIN THE PLANT DEPARTMENT MAINTENANCE GROUP

40.2 10.1 THREE-MONTH PRE-BIDDING FOR WAGE GROUPS

- (a) Vacancies in Wage Groups 2 and 3 across all maintenance groups will not be posted as Established Vacancies for applications. Instead, employees may submit three month pre-bids (issued at regular three-month intervals) for possible vacancies they wish to be considered for, over the following three-month period.
- (b) Notices will be posted four times a year on all bulletin boards of all Maintenance Departments. The posting period will be for 7 calendar days. Employees who wish to pre-bid for such possible vacancies must do so on the forms provided (See Appendices I(i), I(ii) and I(iii)). The completed forms will then be filed in the Human Resources Workforce Planning Section Office in the order of Maintenance Seniority of the bidding employees. All such forms will be destroyed at the end of each three-month period and new bids will be accepted for the next three-month period.
- (c) When Established and Resultant Vacancies occur in Wage Groups 2 and 3 positions, they will be filled by selecting the most senior qualified employee who submitted pre-bid forms for the vacancies which come open. Bids will not be accepted from employees who are junior in seniority than a more senior temporary employee who does not hold a regular position. In such

cases, the senior temporary employee with the necessary qualifications, ability and experience will be forced into the position.

d.

- (d) Results of the Three (3) Month Pre-Bidding process are to be posted as soon as possible.

NOTE: Applicants temporarily filling vacancies in the above classifications must submit a pre-bid form for the following three-month periods if they wish to be considered should their temporary job become available on a regular basis.

- (e) Employees who are off due to illness or injury during the full pre-bid posting period will be permitted to submit pre-bid sheets for the current three-month period within 7 calendar days of their return to work. In addition, submitting of pre-bids to be permitted in advance of going on vacation and/or extended leave of absence in those cases where the employee would be absent during a full pre-bid posting period. It will be the responsibility of the employees to submit the pre-bid sheet.
- (f) Any increase in established job classifications and/or increase in workforce shall be posted via special notice.
- (g) The posting shall be filled according to the Maintenance Seniority Regulations in effect at the time.
- (h) The completed pre-bid sheets will then become the first source of filling all resultant vacancies in Wage Groups 2 and 3 positions across all Maintenance Departments.
- (i) Applicants who fill vacancies as a result of their successful submission of a pre-bid form will be entitled to re-submit a bid form if they wish to be considered for other vacancies for the balance of the particular period involved.
- (j) Employees may submit any or all sheets which can be obtained upon request to their Foreperson/Supervisor and it is important that sheet/s be completed carefully, by the employees, in ink.
- (k) It is essential that the completed sheet/s be returned to their Foreperson/Supervisor who will enter the date submitted and sign before separating copies. The original is to be returned to Human Resources Department – Workforce Planning Section and duplicate copy (white) must be retained by the employee.
- (l) Originals and copies which are individually completed will not be accepted.

11.0 TEMPORARY EMPLOYEES

11.1 Persons hired as temporary employees will be designated to one of the following Departments as determined by the Human Resources Department at the point of recruitment:

- Rail Cars & Shops Department
- Plant Maintenance Department
- Materials and Procurement Department
- Rail Infrastructure Department
- Bus Maintenance Department Streetcar Department
- Stations Department
- Revenue Operations Department

Temporary employees may bid on regular postings after accumulating 6 months temporary service. However, bids will not be processed from employees who are junior in temporary seniority to the senior temporary employees who does not hold a regular position.

11.2 If after following the "Procedure for Filling Regular Vacancies" as set out in Section 7.4, and no suitable applications are received, the Department concerned will offer the vacancy to the most senior qualified temporary employee on the Temporary Seniority List as set out above. When a temporary employee is offered a regular vacancy, it must be accepted, otherwise, the employee concerned will be released from the TTC. If the above process does not result in the vacancy being filled, a new employee will be hired from the street.

11.3 If after following the procedure for filling "Pool Vacancies" a pool vacancy remains unfilled, the Department concerned will offer the vacancy to the most senior qualified temporary employee on the Temporary Employee List who meets the necessary qualifications as set out in the job description. Where a temporary employee is offered a vacancy, it must be accepted, otherwise, the employee concerned will be released from the TTC. Should there be no employees on the Temporary Employee List, a new employee will be hired from the street.

11.4 Temporary employees who move as set out in 11.2 and 11.3 and who subsequently do not qualify for the vacancy offered, as per Section 6.2 (i.e. during the 7-90 day trial period), will be returned to the Human Resources Department to be placed in a vacancy for which they are qualified. If no such vacancy exists, they will be laid off. A temporary employee entering any vacancy requiring vehicle operation, will not be made regular until such employees have qualified for vehicle operation.

11.5 (a) Temporary Employees including those presently working will be "made up" to Regular Employee status after accumulating 6 months service. Such employees will be subject to normal regulations associated with probationary employees. (b) Clause (a) above will not apply to employees hired for special projects that last for a specific period of time. In such circumstances, Management will identify these Special Projects to the appropriate representative of Local 113 and the employee in advance of the start of the project. At the end of the project, temporary employees will be offered a regular vacancy within their Seniority Group in Temporary Seniority order. If the employee refuses the position offered, the employee will be released. If there are no regular vacancies available, the

employees will be allowed to utilize their Temporary Seniority to bump more junior temporary employees within their Temporary Seniority Group or will be laid off.(c) Temporary employees with six months accumulated service or more will receive all regular Health Benefits in Article 1 Section 17 and 18, the first of the month following the month in which they attain regular status given that all other eligibility requirements have been met.

(d) Employees with less than four months of regular service who are laid off will not have the right to bump but will be recalled in Maintenance Seniority order.

Appendix E

Procedure For Filling Regular Vacancies Step 1

Established vacancy is posted in all Maintenance Groups for seven (7) calendar days. Most senior qualified applicant from all Maintenance Groups is selected.

Step 2 Probable resultant vacancies, if any, are filled by most senior qualified bidding employee in all Maintenance Groups.

Step 3 Unfilled End Resultant Vacancy from the original posting is filled by reference to the Standard Pre-bid Applications (not the 3-month Pre-bids).(except as provided under 3-month pre-bidding procedure. Temporary employees may bid on regular postings after accumulating 6 months temporary service.

Where there exists an actively employed senior temporary employee on the Temporary Employee List without a regular job, bids will not be accepted from Temporary employees who are junior in seniority, unless filling a skilled position. In such cases, the senior temporary employee with the necessary qualifications, ability and experience will be forced into the position.


Step 4 Final resultant vacancy is filled by reference to the Standard Pre-bid Applications (not the 3-month Pre-bids).

Step 4 If there are no suitable applications, then temporary employees are considered as set out in Article 11.0.

Step 5 If there are no suitable temporary employees, a new employee is hired from within the TTC using the Job Opportunity process or from the street.

Dated this 8th day of May 2014.


Toronto Transit Commission

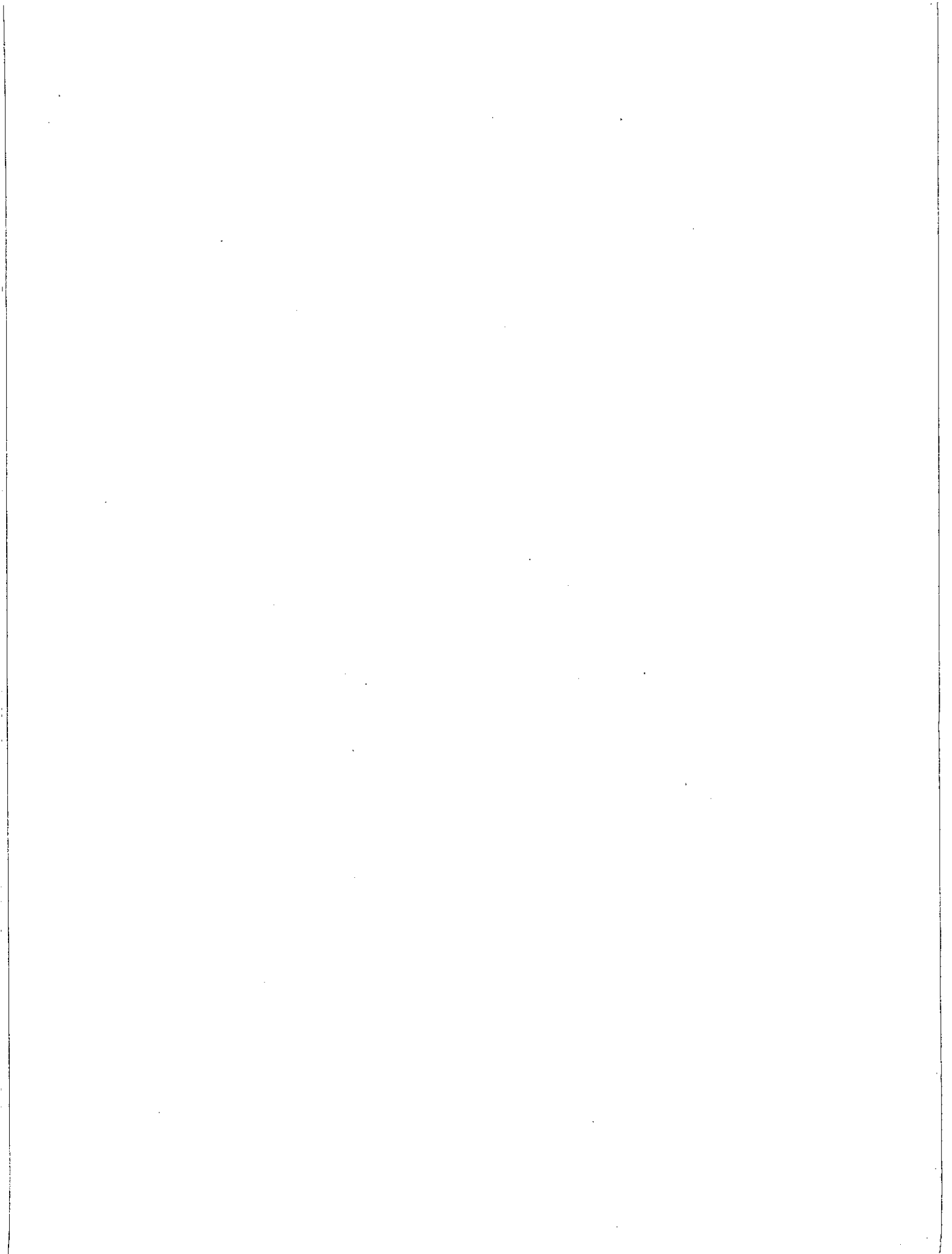

ATU, Local 113

SCHEDULE J

SCHEDULE J

- a) Schedule C, Appendix I shall be deleted in accordance with the agreement signed off by the parties;
- b) Schedule C-1 shall be moved to the appropriate section of the Collective Agreement;
- c) Appendix A shall be moved to the appropriate section of the Collective Agreement;
- d) Appendix B shall be moved to the appropriate section of the Collective Agreement;
- e) Appendix B-1 shall be moved to the appropriate section of the Collective Agreement;
- f) Appendix C shall be moved to the appropriate section of the Collective Agreement;
- g) Appendix D shall be moved to the appropriate section of the Collective Agreement;
- h) Appendix E-5 shall be removed from the Collective Agreement;
- i) Appendix E-14 shall be removed from the Collective Agreement;
- j) Appendix E-14-A shall be removed from the Collective Agreement;
- k) Appendix E-19 shall be removed from the Collective Agreement;
- l) Appendix E-23 shall be removed from the Collective Agreement;
- m) Appendix E-31 shall be removed from the Collective Agreement;
- n) Appendix E-32 shall be removed from the Collective Agreement;
- o) Appendix E-35 shall be moved to the appropriate section of the Collective Agreement;
- p) Appendix F shall be moved to the appropriate section of the Collective Agreement. T.T.C. shall be amended to the Commission;
- q) Appendix G shall be moved to the appropriate section of the Collective Agreement;
- r) Appendix G-a shall be moved to the appropriate section of the Collective Agreement;
- s) Appendix G-b shall be moved to the appropriate section of the Collective Agreement;
- t) Appendix G-c shall be moved to the appropriate section of the Collective Agreement;
- u) Appendix G-d shall be moved to the appropriate section of the Collective Agreement.

All remaining Letters of Understanding, Appendices, Articles, and Schedules in the preceding Collective Agreement shall be continued for the life of the renewal Collective Agreement. For greater certainty, any fixed termination date will be adjusted to reflect the term of the renewal Collective Agreement.





LOCAL

113

TRANSIT WORKERS

TORONTO CANADA

IATU
ESTABLISHED 1899