

Collective Agreement

between

Bombardier Transportation – North America

(Service, repair and maintenance, calling of crews and the operation of trains relating to the Metrolinx GO Transit and UP Express Operations and Maintenance within Ontario.)

and

Teamsters Canada Rail Conference Division 660



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1.0 PREAMBLE

- 1.1 The Company and the Union agree that co-operation between the parties is essential for the long-term viability of the operations which can only be achieved through profitability by maintaining high operational efficiency and productivity and ongoing improvement, which in turn will facilitate stable employment, equitable treatment, compensation and the recognition of employees' contribution.
- 1.2 The Company and the Union agree that the purpose and intent of this Agreement is to promote and establish harmonious collective bargaining relations between the Company and its employees; to govern the relationship between the parties; to promote efficiency and service; to establish rates of pay and other working conditions as set out herein and to set forth a procedure to be followed by the parties to this Agreement and by the employees covered by this Agreement for the expeditious and proper settlement of any dispute which may arise out of the administration of the terms and conditions of this Agreement.

2.0 RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company engaged in the service, repair and maintenance, calling of crews and the operation of trains relating to the GO Transit Operations and Maintenance within Ontario, including Metrolinx Union Pearson Express, save and except salaried personnel, including supervisors and persons above the rank of supervisor, office, clerical and technical staff.

3.0 RESERVATION OF MANAGEMENT RIGHTS

- 3.1 The Union recognizes the Management's authority to manage the affairs of the Company, to direct its working forces, including the right to hire, schedule, transfer, promote, demote, discipline, suspend and discharge for just cause any employee and to increase or decrease the working force of the Company, to reorganize, close, disband any department or section thereof from time to time as circumstances and necessity may require, provided that the Company shall not exercise these rights in a manner inconsistent with the terms of this Agreement or statutory obligation of applicable laws, subject to the grievance procedure.

4.0 **MEMBERSHIP IN THE UNION**

- 4.1 Membership in the Union shall be required of all employees covered under this Agreement. Membership shall not be unreasonably withheld nor shall it be discriminated against contrary to the Human Rights Code, RSO 1990, C H19.

- 4.2 New employees engaged to fill positions within the scope of the Agreement will be informed by the Company that the Union is the exclusive bargaining agent. The Company further agrees to supply the Union with the names and addresses of each employee engaged during the term of this Agreement, within ten (10) days of engagement.

- 4.3 All employees within the scope of this agreement must become members of the Union not later than the completion of their probationary period as a condition of employment.

5.0 **CHECK OFF OF UNION DEDUCTIONS**

- 5.1 The Company shall deduct on each pay period from the wages of employees who are in the bargaining unit, such dues, initiation fees or assessments as may be adopted and designated by the Union.

- 5.2 Deductions of Union dues shall apply upon the commencement of employment in any job classification covered by this agreement.

- 5.3 The Union shall notify the Company in writing of the amount of such dues, initiation fees or assessments and any changes in these amounts at least thirty (30) days prior to the intended change.

- 5.4 The Company shall remit such deductions on behalf of the Union to such financial institution as set out by the Union and further agrees that such monies will be remitted to this financial institution no later than fifteen (15) days after the deductions were made. The amount deducted from wages, accompanied by an electronic statement that can be sorted, of Union deductions from individuals shall be provided by the Company to the Union. This statement shall be provided within seven (7) days of the pay period end date and will provide a breakdown of employees by classification, name and applicable dues rates, along with a total number of employees paying each applicable dues rate for the pay period. The Company agrees that any discrepancies identified by the Union's representative will be explained in writing and corrective action taken to remedy any errors within fourteen (14) days of the Company being made aware of such discrepancies.

5.5 The Union shall indemnify and save harmless the Company and /or its agents from any loss, damages, costs, and liability or expenses suffered or sustained by them as a result of the deduction or attempted deduction, custody of and/or account of such dues.

6.0 UNION ACTIVITIES

6.1 The company will contribute sixteen (16) hours per week to the salary of the General Chairman. The sixteen (16) hours will be paid at the regular rate of pay.

6.2 The Union shall notify the Company in writing whenever changes take place of the names of its Officers and Representatives.

6.3 The Company shall grant to a Local Union representative a leave of absence without pay for Union activities i.e. conventions, seminars, meetings, and arbitration, during which he will accumulate seniority. The granting of which will not be unreasonably withheld.

6.4 The Union acknowledges that the union workplace representative have regular duties to perform on behalf of the Company. Where a situation requires a representative's attention during working hours, he shall not leave his regular duties without first obtaining permission to do so from his immediate supervisor. It is understood that the taking of such time away from regular work duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. The representative shall return to regular duties as expeditiously as possible. The Company reserves the right to limit such time if the time requested is unreasonable.

6.5 The Company recognizes the right of the Union to appoint or otherwise select two (2) employees to the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the Company to negotiate the renewal of this Agreement.

6.6 Time spent by the union workplace representatives in meetings with the Company and by employees selected under article 6.5` during negotiations with the Company shall be without loss of pay or benefits, provided that there shall be no entitlement to pay in respect to hours outside the employee's normal hours of work and during which the employee would not otherwise have worked.

6.7 The Company shall allow reasonable access to the Company's premises by a staff representative of the Union for the purpose of consulting with the union workplace representatives with regard to union matters, or the Company. It is agreed such visits will be during normal business hours and

timed to cause as little disruption as possible to the normal conduct of the business. Such consultations with the union workplace representatives shall be in a place designated by the Company and time taken shall be kept to a minimum.

7.0 NO STRIKE / LOCKOUT

- 7.1 The Union agrees that during the term of the Agreement, there will be no strike, slowdown, work stoppage or other interference with the operations or work.
- 7.2 The Company agrees that there will be no lockout of the employees during the term of this Agreement.

8.0 GRIEVANCE AND ARBITRATION PROCEDURE

- 8.1 A grievance shall be defined as a complaint regarding the interpretation, application or alleged violation of this Agreement.
- 8.2 Within ten (10) calendar days from the day that the circumstances that gave rise to the complaint became known or ought to have become known to the employee, he/she may present a verbal complaint to his/her immediate supervisor at any time, without recourse to the grievance procedure herein. The immediate supervisor will have the opportunity to adjust the complaint within ten (10) calendar days and if the immediate supervisor's reply is not satisfactory, the employee's complaint shall be treated as a grievance.

NOTE: In the case of employees involved in the operation of commuter trains, the immediate Supervisor shall be the Manager, Train Operations.

This step may be bypassed, in which case, the provisions of Step 1 will apply provided that the grievance will be presented to the immediate Supervisor in the manner prescribed by Step 1 within thirty (30) days from the day that the circumstances that gave rise to the complaint became known or ought to have become known to the employee.

- 8.3 If an employee has a grievance, it shall be dealt with in the following manner. However, it should be understood that if an employee or the Union does not respect the time limits specified in this article, the grievance shall be denied by the Company.

8.4 **STEP 1**

Within thirty (30) calendar days from the immediate supervisor's verbal response, the union shall present a signed, dated, written statement of such grievance to the immediate supervisor or designate. The nature of the grievance, the Article(s) of the Agreement that has been allegedly misapplied or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance. The immediate supervisor or designate shall deliver his/her decision within thirty (30) calendar days following the day on which the grievance was presented to him/her.

NOTE: In the case of employees involved in the operation of commuter trains, the immediate Supervisor shall be the Manager, Train Operations.

8.5 **STEP 2**

If such complaint is not settled to the satisfaction of the union or the union has not received an answer before the time limits specified above, the union shall present the written grievance to the Manager or designate within thirty (30) calendar days following the decision or time limits under Step 1. The Manager or designate shall deliver his/her decision within thirty (30) calendar days following the day on which the grievance was presented to him/her.

8.6 **STEP 3**

If the Manager does not give an answer within the specified calendar days or if the answer is unacceptable, the Union may submit the grievance to the Manager, Human Resources or designate within sixty (60) calendar days following the decision or time limits under Step 2.

Within sixty (60) calendar days following the filing of a step 3 appeal, the Manager, Human Resources or designate shall hold a meeting with the grievor, and the Union representative during their working hours to discuss the grievance, and shall deliver his/her decision in writing. Either party may request the assistance of a staff representative to attend at said meeting.

8.7 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the resolution of the complaint or grievance, the employee shall continue to perform the normal duties assigned to him/her by management (unless he has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee or any other person.

8.8 The Union or the Company may file a "Policy Grievance". A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. Such policy grievance shall be filed in writing within sixty (60) calendar days from the occurrence or origination of the circumstances giving rise to the grievance.

- 8.9 Within sixty (60) calendar days of filing of the policy grievance, a meeting shall be held between representatives of the Company and the Union, and the grievance shall be answered in writing.
- 8.10 Any step of the grievance procedure may be waived or have the time limits extended by mutual agreement in writing between the Company and the Union. Discipline involving suspensions will commence at Step 2 of the grievance procedure; discipline involving discharge will commence at Step 3.
- 8.11 Decisions arrived at between the Company and the Union on the disposition of any specific employee, Union or Company grievance shall be final and binding upon the Company, the Union and the employee or employees concerned.
- 8.12 Time spent during their normal working hours by Union workplace representatives and grievors in processing grievances in accordance with the terms of this Article shall be without loss of regular wages or benefits up to and including Step 3 of the Grievance Procedure. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor which permission shall not be unreasonably withheld.
- 8.13 If final settlement of the grievance is not reached, then the grievance may be referred in writing by either party to arbitration as provided in this agreement, at any time within sixty (60) calendar days after the final decision. If no such written request for arbitration is received within the time limits then the grievance shall be deemed to have been abandoned. The parties may, by mutual agreement, extend these time limits.
- 8.14 A grievance as defined in the Grievance Procedure which has been properly carried through all the requisite steps of the Grievance procedure outlined in this agreement and which has not been settled, abandoned or withdrawn, may be referred to the Canadian Rail Office of Arbitration and Dispute Resolution for final and binding settlement without stoppage of work.
- 8.15 No monetary adjustments shall be made retroactively prior to the date of the original complaint or event as properly identified in accordance with the grievance procedure.
- 8.16 The Union and the Company will be governed by the Canadian Railway Office of Arbitration and Dispute Resolution Agreement in effect.

9.0 INVESTIGATIONS AND DISCIPLINE

- 9.1 a) When an investigation is to be held, each employee whose presence is desired will be notified, in writing if so desired, as to the date time, place and subject matter. A copy of the notice will also be supplied to the Local Chairman. In the event the Company is unable to make contact with an employee, a registered letter will be sent to the employees last known address.
- b) The notification shall be provided not less than two days prior to the scheduled time for the investigation unless arrangements for a shorter notification time have been made between the Company Officer and the employee being investigated or the representative of the Union. However, this is not meant to prevent a representative from the Company, who may be on the ground when the cause for such investigation occurs, from obtaining the facts relevant to the incident.
- c) The notification shall include advice to the employee of their right to have a representative of the union attend the investigation. The Company will not unreasonably deny requests for a postponement or delay due to the unavailability of a union representative.
- d) The notification shall include advice to the employee of their right to request witnesses on their own behalf. If the Company is agreeable and the witness is a company employee, the witness will be at the Company's expense. If the Company is agreeable and the witness is not a company employee, it will be at the Union's expense.
- e) The notification shall be accompanied with all available evidence, including a list of any witnesses or other employees, the date, time, place and subject matter of their investigation, whose evidence may have a bearing on the employee's responsibility.
- f) The Company shall include with notice to the employee a copy of information provided by the Union outlining name(s), addresses and telephone numbers of the Local Chair(s).
- g) The employee will sign their statement and be given a copy of it.
- h) Clause e) above will not prevent the Company from introducing further evidence or calling further witnesses should evidence come to the attention of the Company subsequent to the notification process above. If the evidence comes to light before commencement of the investigation, every effort will be made to advise the employee and/or the representative of the Union of the evidence to be presented and the reason for the delay in the

presentation of the evidence. Furthermore, should any new facts come to light during the course of the investigation such facts will be investigated and, if necessary, placed into evidence during the course of the investigation.

- i) If the employee is involved with responsibility in a disciplinary offence, they shall be afforded the right on request for themselves or a representative of the Union or both, to be present during the investigation of any witness whose evidence may have a bearing on the employee's responsibility, to offer rebuttal thereto and to receive a copy of the statement of such witness.
- j) Employees will not be disciplined or dismissed until after a fair and impartial investigation has been held and until the employee's responsibility is established by assessing the evidence produced. No employee will be required to assume this responsibility in their statement or statements. The employee shall be advised in writing of the decision within 20 days of the date the investigation is completed. i.e. the date the last statement in connection with the investigation is taken except as otherwise mutually agreed. Failure to notify the employee within the prescribed, mandatory time limits or to secure agreement for an extension of the time limits will result in no discipline being assessed.
- k) An employee is not to be held off unnecessarily in connection with an investigation unless the nature of the alleged offence is of itself such that it places doubt on the continued employment of the individual or to expedite the investigation, where this is necessary to ensure the availability of all relevant witnesses to an incident to participate in all the statements during an investigation which could have a bearing on their responsibility. Layover time will be used as far as practicable. An employee who is found blameless will be reimbursed for all loss of wages.
- l) When an employee is dismissed or resigns, they shall within seven days (or the next scheduled pay date) receive their final pay and as soon as possible be given a Record of Employment.

9.2 The Company shall remove disciplinary documents from the employees file from the date of issuance of each offence on the following basis:

- = Written warnings after 365 calendar days
- = Suspension of 2 days or less after 500 calendar days
- = Suspension of more than 2 days after 730 calendar days

9.3 Disciplinary documents may be removed irrespective of the above as the result of any settlements under the grievance procedure.

9.4 Employees in the bargaining unit shall have access to their personnel records at reasonable times and on reasonable notice to the Company, providing it is reviewed in the presence of a company representative. Copies will be provided to employees upon reasonable request.

10.0 PROBATIONARY EMPLOYEE

10.1 The probation of each employee covered by this Agreement shall end after the period of six (6) months from the date their employment began. Should the employee be absent for more than five (5) consecutive days during the probationary period, their probation will be extended to equal the days absent.

10.2 It is understood and agreed the dismissal of a probationary employee is a decision of the Company. However such dismissal of a probationary employee shall be for just cause understanding that the standard for cause relating to a probationary employee is lower than that of a non-probationary employee.

10.3 Upon successful completion of the probationary period employees are to be placed into their permanent shifts as per article 13, clause 13.2 of the collective agreement.

11.0 SENIORITY

11.1 Seniority shall be established and maintained for all employees in the Bargaining Unit as determined within this agreement

11.2 Employees will be regarded as probationary during the first six (6) months of continuous employment.

11.3 Upon successful completion of the probationary period, an employee will be credited with seniority retroactive to the employee's first day worked under the terms of this agreement or date of hire where established as a bargaining unit employee prior to the effective date of this agreement.

11.4 The Seniority list will be revised every three (3) months and posted on designated plant bulletin boards and a copy of the seniority list will be forwarded to the union office.

11.5 For employees who have the same date of hire, their seniority ranking will be determined by way of a draw conducted in the presence of a union representative.

- 11.6 A bargaining unit employee who accepts a position outside of the bargaining unit on a permanent basis and who maintains the payment of the equivalent of Union dues shall maintain but not accumulate seniority for a period of up to twelve (12) consecutive months. Should the employee wish to return to his/her previous classification prior to the end of the twelve (12) months or should the Company wish to return the employee to his/her previous classification, the employee may exercise seniority to bump a junior employee as per article 15 of the Collective Agreement or accept a vacancy based on his/her seniority. Further, providing there is a vacancy and if the Company allows the employee to return after twelve (12) consecutive months, the employee shall continue with all his/her benefits as entitled under the unbroken service criteria, however, his/her seniority date shall be his/her re-entry date into the bargaining unit. Any exceptions must be agreed to between the parties.
- 11.7 A bargaining unit employee may accept a position outside of the bargaining unit on a temporary basis for a period of up to twelve (12) consecutive months. During such temporary assignment, the employee shall maintain the payment of dues and accumulate seniority. At the end of the temporary assignment, the employee shall return to his/her previous permanent position. Any exceptions must be agreed to between the parties.
- 11.8 A classification seniority date shall be established as seniority held as of the effective date of this Agreement and thereafter the date of entry into the classification. The classification seniority shall be used for vacation selection and job postings within the same classification. Filling of required positions on recognized holidays shall be by classification and shift, on a rotating basis.

12.0 TERMINATION OF EMPLOYMENT

- 12.1 Seniority rights shall cease and employment deemed terminated for any of the following reasons:
- a) If an employee voluntarily quits the employment of the Company;
 - b) If an employee is discharged for just cause or if an employee overstays a leave of absence or remains away from work without permission for a period of more than three (3) consecutive working days and such employee is not reinstated pursuant to the provisions of the collective agreement;
 - c) If an employee fails to report for work in accordance with a notice of recall, or within fourteen (14) working days after registered mailing date of such notice; whichever is later.

13.0 POSTING AND FILLING OF VACANCIES

- 13.1 Prior to a job being posted, the Company will consider an employee's request to move into a different work area on the same shift and rest days, by seniority.

It is understood that, notwithstanding the above, the Company shall have the right to assign employees, regardless of seniority, to any work area without changing the employee's shift and rest days to replace absent employees, for the purpose of training or for other business requirements.

Requests will be kept on file with the Human Resources Department. Employees will be permitted to have two (2) requests on file at any time.

An employee will be permitted to move work areas under this article once in a six (6) month period.

- 13.2 All employees will complete a standing application to be kept on file with the Company. The application will state shift, and rest days that the employee wishes to be apply for.

A copy of such standing application will be furnished to the employee and will remain valid until it results in action or is replaced by the employee. It is the responsibility of the employee to ensure that a standing application always reflects the employee's current preference.

Any action resulting from a standing application automatically cancels the employee's entire standing application on file and a new one must be submitted immediately.

- 13.3 For the purpose of filling vacancies caused by employees leaving the Company or due to increased operations, the Company will consider the standing applications on file at the time that the vacancy occurs.

- 13.4 If there is no applicant within the specific classification, the Company will post the job for seven (7) consecutive days, excluding Saturday and Sunday, the deadline for applications being 23:59 of the seventh (7th) day following such above notification.

The Company shall consider all applicants from the bargaining unit before considering external applicants and will only consider external applicants if there is no applicant from the bargaining unit who possesses the necessary skill, ability, job knowledge and qualifications to perform the work in question.

The notice of vacancy shall state the job classification, shift, rest days, hourly rate, general duties and qualifications required.

Employees must complete an application form for Job Vacancy and a photocopy signed and dated by management will be required by the employee as proof of submission. It will be the responsibility of the employee to complete and submit an application form indicating any job preference prior to leave for vacation. Pre-application for job posting during the employee's vacation must be submitted to the Human Resources Department.

13.5 Where there is more than one applicant from the bargaining unit who is qualified for the position, then the employee with the greater seniority shall be awarded the vacancy.

13.6 The Company will carry out any applicable testing that is necessary. The Union will be advised of the passing mark prior to testing of bargaining unit employees. An employee will be allowed to have two (2) test failures for each different job classification bid in any twelve (12) month period unless an employee is able to present new evidence of skills, ability or job knowledge, in which case the Company may decide to administer a new test to the employee.

The acceptability of the evidence provided shall be at the sole discretion of the Company.

13.7 A bargaining unit employee appointed to a vacancy in accordance with the foregoing shall be subject to a trial period up to forty-five (45) scheduled working days. If within such period the Company determines the employee does not possess the skill, ability, job knowledge and qualifications to perform the work in question, such employee shall be returned to his/her original position and any employee displaced as a result of such return shall similarly have the right to return to his/her original position.

13.8 During such forty-five (45) scheduled working days period, the employee shall not have seniority rights for the purpose of working overtime, unless there are no other employees available under the established overtime criteria in this agreement.

13.9 Employees successfully qualifying for the bid job will be moved into the new position within 20 calendar days of qualifying unless mutually agreed otherwise between the parties.

13.10 The successful employees shall receive the applicable progression rate of the classification the first day of work in the new position or after 20 calendar days of qualifying, whichever is the earlier.

13.11 It is understood and agreed by both parties that the training will be given first to the employees involved with the work to be done.

Additional training to enhance the skills of employees within a given classification shall be selected in order of classification seniority.

13.12 The selection of a Lead Hand will be at the sole discretion of the Company.

14.0 TEMPORARY ASSIGNMENTS IN THE BARGAINING UNIT

14.1 Where the Company temporarily assigns an employee to perform the duties of a classification with a higher wage rate, the employee shall be paid in accordance with the applicable rate of the classification to which he/she is temporarily assigned for the period of assignment. Should the employee be transferred to a lower rated classification, he/she shall maintain his/her current normal classification rate.

Where the Company temporarily assigns an Equipment Maintainer to the position of Technician, he/she shall be paid at the rate of Technician 3 for all hours worked as a Technician.

This allowance shall be paid in addition to any other premium payments that the employee would normally receive under this agreement.

14.2 Should a temporary assignment for replacement purposes or additional projects outside the employee's regular shift and rest days within the same classification take place in excess of thirty (30) calendar days, it shall be filled by seniority on a voluntary basis or as mutually agreed between the parties. Should the temporary assignment be less than thirty (30) calendar days, the Company shall select a volunteer.

14.3 Should a temporary assignment to another classification extend beyond six (6) consecutive months, the temporary assignment shall be posted.

14.4 Where it is possible to estimate a position that may be required to be temporarily filled by the Temporary Assignment article which will be over six (6) months, or as mutually agreed, then the Company may forego the temporary assignment procedure.

The filling of such temporary vacancies will be made on the condition that:

- a) it is the understanding that such positions are of a temporary nature;
- b) any person who fills such a temporary position will be allowed to return to his/her prior position when the temporary assignment is fulfilled and so forth for each employee so effected;
- c) that any employee who is being temporarily replaced due to their sickness or accident or leave of absence will be allowed to return to their original classification position.

- 14.5 No employee other than the most junior qualified employee will be forced to accept or fulfill a temporary assignment.
- 14.6 During a temporary assignment, such employee remains covered under the group insurance program for bargaining unit employees based on the hourly rate of pay for his/her permanent job classification. However, paid leave for vacation, recognized holidays, bereavement and jury duty shall be paid at the actual wage rate of the temporary assignment during this period.

15.0 LAYOFF AND RECALL

- 15.1 Whenever it becomes necessary to decrease the working force, probationary employees will be the first laid off in the affected classification. If further layoffs are necessary, the employee with the least amount of bargaining unit seniority in the classification shall be laid off, provided those remaining employees with more seniority are able to do the work available. Any layoffs will be in accordance with the legislative requirements.
- 15.2 Employees to be laid off may bump a junior employee in another classification providing they have the current skills, ability, job knowledge and requisite credentials in order to do the work. Any employee who exercises bumping rights to another classification will be deemed to have classification seniority based on bargaining unit seniority.
- 15.3 Employees who have been laid off in accordance with the above provisions will be returned to the classification from which they were laid off in order of bargaining unit seniority, provided they are able to do the work available. Upon return to the classification from which they were laid off, they shall be credited with classification seniority as it was prior to the layoff.

16.0 HOURS OF WORK

- 16.1 The normal shift may be comprised of eight (8) hours worked in a day, however, shifts may be arranged of a different duration, subject to mutual agreement between the parties but weekly hours will not normally exceed forty (40) hours. The normal workweek shall be forty (40) hours in accordance with the schedule established from time to time. The normal number of daily hours of work is stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum or as a restriction on any maximum number of hours to be worked.
- 16.2 Unless otherwise mutually agreed, employees are to be provided training during their regularly assigned shift.

17.0 BREAKS AND MEAL PERIODS

17.1 Employees will receive two (2) breaks of ten (10) minutes per shift, one during the first half of the shift and one during the last half of the shift.

17.2 Employees will also receive a thirty-(30) minute uncompensated meal period.

17.3 During the term of this Collective Agreement the Company agrees to the following practices:

Before breaks and meal periods, bargaining unit members will be provided a reasonable period of time immediately prior to their breaks or meal period to wash up at their work location.

A period of five (5) minutes before the end of each full work shift will be provided for the purpose of putting tools away, cleaning up, washing up and changing clothes.

It is understood that employees will not leave their work area before this said period of five (5) minutes and will clock out at the end of their work shift prior to leaving the facility.

18.0 CALL BACK

18.1 An employee who has completed his/her regular shift, left the Facility, and returns to work, shall receive a minimum of four (4) hours pay at the overtime rate.

19.0 OVERTIME

19.1 The overtime rate for purposes of this agreement shall be one and one half (1.5) times the employee's regular hourly rate.

19.2 Overtime will be paid after eight (8) hours worked per day or for time worked on the employee's assigned rest days, rounded up to the next quarter (1/4) hour.

19.3 For the purpose of training, training hours will not be subject to the overtime rate until such time the employee has accumulated a minimum of forty-four (44) hours in a week. The total of forty-four (44) hours in a week includes hours worked, training hours and authorized leave with pay.

19.4 There shall be no pyramiding of premiums or benefits paid under this Agreement.

19.5 In making overtime assignments, the Company shall request volunteers by seniority from employees in the classification where the overtime is required at the time such request is made in accordance with Article 19.6, except where there is a continuation of task which requires the employee who commenced the work to complete it, irrespective of any employee's seniority. In the case of an operational emergency, the Company may require the junior employee to work such overtime.

In order to qualify for such overtime assignments, employees must be able to carry out the work assigned.

19.6 Overtime assignments shall be made on a rotation basis to employees who have completed their probationary or trial period and are available to work at the time such overtime is required and a master list will be kept updated and posted in each work area for employee viewing.

19.7 The continuation of task is determined as where the employee has been working on the task when the need for overtime arose and shall be defined as the completion of a work assignment and all work associated with that assignment, limited to four (4) hours, providing the employee has already worked on the assignment since the beginning of the commencement of the last hour of his/her regularly scheduled shift.

19.8 Should the Company become aware of a legitimately missed overtime opportunity, the employee will be given the option to select a shift to make up the lost overtime within ten (10) calendar days. The ten (10) calendar days are inclusive of any vacation, recognized holidays or other time off.

19.9 **Extra Overtime Shifts from Special Schedules**

A special schedule is defined as extra trains which are planned in advance.

Note: A Special Schedule would consist of events such as, but not limited to, the CNE Air Show, Santa Clause Parade, Nuit Blanche, major sporting events, concerts, etc. Additional Special Schedules could be introduced at any given time.

i) Extra overtime shift(s) directly resulting from the Special Schedule definition will be called in the following manner:

a) A sign-up list and notice will be posted for a period of 7 calendar days as soon as an overtime shift is known to be required. Every effort will be made to ensure that two (2) weeks' notice is provided. In the event of a "short notice" special schedule, the Company will make every effort to post the notice for as many days as possible

identifying the cut off deadline on the posting. The sign up list and notice will be posted in locations so as to be accessible to all affected employees.

- b) Postings shall include the dates the overtime is required, classifications required, the anticipated number of employees required in each classification and the deadline to sign up.
 - c) Employees desiring to work on an extra shift will add their names and preferred extra shift information in the appropriate places provided on the sign-up list. Every effort will be made to post the overtime opportunities as soon as a special schedule is confirmed, providing at least two (2) weeks advance notice.
 - d) The classification seniority of the employee on the sign-up list will determine an employee's placement. In the event there are an insufficient number of applicants in a given classification, the Company will revert to the applicable provisions in the collective agreement
 - e) An employee's placement will be posted not less than four (4) days in advance of the date the extra shift is to commence unless it is a "short notice" special schedule.
- ii) Employees who are working an overtime shift(s) resultant from this clause will be moved to the bottom of the regular rotational master list (clause 19.6) for each shift worked.

20.0 SHIFT PREMIUM

20.1 In addition to applicable hourly rate, an employee shall receive a shift premium for each hour of work on regularly scheduled evening and night shifts in accordance with the following table:

2014 increase effective upon ratification, all others January 1 of the relevant year.

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Evening	\$1.00	\$1.00	\$1.05	\$1.10
Night	\$1.15	\$1.15	\$1.20	\$1.25

20.2 Evening shift shall commence after 13:59 and a night shift shall commence after 19:29 and before 03:30.

21.0 BEREAVEMENT LEAVE

21.1 Employees who have completed their probation shall be entitled to the following bereavement leave:

21.2 In the event of a death of an employee's spouse or child, employees shall receive paid bereavement leave to a maximum of five (5) consecutive working days following the death.

21.3 In the event of a death of an employee's immediate relative (father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepmother, stepfather, stepbrother, stepsister), employees shall receive paid bereavement leave to a maximum of three (3) consecutive working days one of which must be the day of the funeral.

22.0 Left Blank Intentionally

23.0 JURY DUTY AND ATTENDING COURT

23.1 An employee who is summoned or who serves on jury duty and is required to lose time from his assignment shall be paid the difference between the amount paid by the Court for such jury service and the amount of his regular base rate of wages for his regular tour of duty he would have otherwise worked, not including, reimbursement from the Courts for meals, lodging or transportation. If jury duty falls during a period of the employee's annual vacation, then the employee will have his vacation rescheduled to a time that is mutually agreeable to the Company and the employee.

23.2 An employee must furnish the Company with a statement from the Court of the jury allowance paid by the Court and the days on which jury duty was performed.

23.3 When attending Court as a witness for the Company or a medical examiner's inquest in cases where the Company is involved, or if he is subpoenaed by the Crown or Government agencies in cases where the Company is involved, an employee shall receive pay for all time lost at his regular base rate of wages, or if the appearance falls on a rest day, he shall be paid actual time in attendance with a minimum of eight (8) hours. This Article applies to an employee who is party to a civil suit brought against him while performing duties on behalf of the Company. This Article does not apply if the employee is under criminal investigation. The Company shall be entitled to a certificate for witness fees in all cases.

24.0 RECOGNIZED HOLIDAYS

24.1 Upon hire, all employees who qualify under Article 24.7 shall be entitled to ten (10) recognized holidays. These holidays shall be fixed in accordance with the schedule published annually by GO Transit.

An employee who has completed their probationary period shall be entitled to an additional two (2) days to be taken as floaters.

Currently the fixed holidays are:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

24.2 If the Governor General or the Lieutenant-Governor of Ontario proclaims an additional statutory holiday during the term of this agreement for the employees covered by this agreement which compels the observance of this holiday over and above the agreed number of holidays indicated above, this Article will be amended to provide for such additional paid holiday.

24.3 An employee who qualifies in accordance with the provisions of this agreement shall be granted a holiday with pay equivalent to eight (8) hours pay at his/her straight time hourly rate, except in the case of a probationary employee who shall be paid in accordance with the Employment Standards Act of Ontario.

24.4 If any of the paid holidays fall on a non-working day for an employee, the employee must elect to receive pay in accordance with the Employment Standards Act of Ontario or a lieu day (which shall be deemed to be the holiday and paid in accordance with the Employment Standards Act of Ontario and the employee's eligibility at the time of the holiday) at some later date as may be mutually agreed upon between the parties, but within ninety (90) calendar days. This election must be made ten (10) days prior to the holiday.

Should the lieu day not be taken within ninety (90) calendar days, then the employee shall receive pay equivalent to what he/she would have received at the time of the holiday in accordance with the Employment Standards Act of Ontario. Should the employee fail to elect an option, he/she shall receive pay as stated above.

Should the employee elect to take a lieu day, he/she must notify the Company when he/she intends to take such a day in accordance with Article 24.9.

- 24.5 If an employee is required to work on any of his/her recognized holiday, he/she will be paid at time and one-half of his/her normal regular rate for all hours worked on that day.
- 24.6 If any of the paid holidays fall during the employee's vacation, he/she shall receive a lieu day (which shall be deemed to be the holiday and paid at eight (8) hours) to be taken at some later date as may be mutually agreed to between the parties but taken within thirty (30) calendar days. If the lieu day is not taken within the thirty (30) days period, the Company will select and designate the lieu day for the employee, which should normally precede or follow the employee's regular rest days.
- 24.7 In order to qualify for such recognized holidays, except as provided for in Article 24.8, an employee:
- (a) Must have worked the last regular scheduled shift before and the first regular scheduled shift immediately following the observed holiday and/or any designated lieu day, unless the employee is able to demonstrate that there was reasonable cause for such absence.
 - (b) Must have worked on the holiday if scheduled to work, unless the employee is able to demonstrate that there was reasonable cause for such absence.
 - (c) Elected Union Officers absent for union business does not affect the qualification for general holiday.
- 24.8 An employee will not be qualified for a paid holiday if:
- (a) The employee is on an authorized leave of absence without pay for more than five (5) days prior to or following the holiday;
 - (b) The employee is receiving sickness benefits;
 - (c) The employee is absent by reason of layoff for more than five (5) working days prior to the holiday;
 - (d) The employee is receiving WSIB benefits.

- 24.9 A floater shall be taken in accordance with the following:
- (a) The employee notifies his/her proper authority in writing no less than five (5) working days prior to the day the employee desires to take leave with pay;
 - (b) Such leave shall be approved by the employer based on workforce and service requirements.
 - (c) Floater days may not be scheduled between December 15 and January 5 annually
 - (d) The employee will be paid for such leave subject to the provisions of Articles 24.7 and 24.8.
 - (e) Employees failing to utilize their floater day entitlement prior to December 16 will be paid out 100% of the remaining floaters the next available pay in December.

25.0 VACATION

25.1 The vacation year shall be the twelve (12) months period from May 1 to April 30. Vacation shall be granted to regular employees based on the length of continuous service completed before May 1st of the vacation year as follows:

VACATION YEAR	VACATION ENTITLEMENT	VACATION PAYMENT
Less than one (1) year.	One (1) day for every completed month of service to a maximum of ten (10) working days.	0.4% of previous year's earnings for each day.
One (1) year – less than five (5) years	2 weeks	4% of previous year's earnings.
Five (5) years – less than ten (10) years.	3 weeks	6% of previous year's earnings
Ten (10) years – less than fifteen (15) years.	4 weeks	8% of previous year's earnings
Fifteen (15) years of service	5 weeks	10% of previous year's earnings
Twenty eight (28) years of service	6 weeks	12% of previous year's earnings

- 25.2 For the purpose of vacation scheduling, the parties agree that the Company will request vacation preferences from employees, commencing by January 1st of each year until February 10th of each year.
- 25.3 Based on operation requirements, employees will be allotted their vacation preference on a seniority basis by supervisor, by classification. A finalized list of approved vacations will be posted by the Company by March 1st of each year.
- 25.4 Failure of an employee to provide his/her preferred vacation dates by February 10th of each year will result in the employee concerned not being able to exercise seniority in the choice of vacation dates.
- 25.5 All employees shall take vacation in periods of not less than one (1) week blocks. Fractional week entitlement maybe taken as single vacation days subject to all provisions of Article 25.

It is understood that any employee's request for vacation to be taken prior to April 30th of each year may be granted, provided that an employee who leaves the employment of the Company repays any such vacation advance.

All vacation must be taken before the end of the vacation year.

- 25.6 Where an employee's scheduled vacation is interrupted due to a serious illness or injury requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.

Any vacation days remaining as a result of such rescheduling shall be rescheduled to a time mutually acceptable to the employee and his/her supervisor within the same vacation year.

26.0 HEALTH AND SAFETY

- 26.1 The Company shall make all reasonable provisions for the maintenance of safe, sanitary and healthful conditions for its employees during the hours of their employment. To this end, the Safety Committee shall act accordingly. The Union shall undertake to assist the Management to promote such Health and Safety related programs in accordance with the Ontario Occupational Health and Safety Act.
- 26.2 Safety devices and other equipment required for the purpose of protecting employees from injury shall be provided by the Company when required. Employees shall be responsible for the proper care and maintenance of such equipment and shall use or wear protective devices or clothing in the proper

manner as required by the Company and the Ontario Occupational Health and Safety Act.

- 26.3 In an effort to promote the safety, health and welfare of all employees, both parties recognize the need of full co-operation of all employees in complying with the Company's policies, procedures, and regulations and provisions under the Ontario Occupational Health and Safety Act.
- 26.4 Violation of safety policies, procedures and regulations may result in disciplinary action.
- 26.5 All protective footwear shall comply with CSA Standard that covers the entire foot and ankle, and must be worn at all times, while on duty.
- 26.6 Eligible employees will be provided annually with a voucher valued at \$140.00 in 2014, \$150.00 in 2015, \$160.00 in 2017 to obtain safety footwear in October of each year from a designated supplier
- 26.7 Probationary employees, upon hire, must supply and wear safety footwear when on duties, and will be eligible for such allowance if the probationary period is completed before the first pay period of October.
- 26.8 All employees are to wear safety hats and safety glasses where designated and will be provided by the Company. Safety glasses shall comply with CSA standards.
- 26.9 The Company will supply lenses and frames for employees required to wear prescription safety glasses. The Company shall select the optical Company and supplier and the employees shall follow the applicable procedure. The Company will bear the cost for supply and servicing of prescription safety glasses unless the loss or destruction is due to negligence on the part of the employee.
- 26.10 Where the Company supplies work protection devices for the purposes of Health and Safety, it shall be worn in the proper manner at all times when on duty by all employees as per the Ontario Occupational Health and Safety Act.
- 26.11 An employee who is injured at work and is not able to complete the rest of the shift shall be paid for the balance of the shift. The injured employee shall be transported to a hospital or doctor, as prescribed in regulation 38 (1) of the Workplace Safety and Insurance Act, 1997, whichever is necessary, at the Company's expense. All accidents, which result in an injury, shall be reported to the supervisor immediately.
- 26.12 An employee who is absent from work due to occupational illness or injury shall have the right, if seniority permits, to return to his/her former position as soon as he/she is physically able to perform all of the work of his/her

classification. Such return will be on the basis indicated by a medical practitioner's certificate.

- 26.13 Under the provisions of the Workplace Safety and Insurance Act, an employee who is absent from work due to occupational illness or injury and is able to perform the essential duties of any classification, shall co-operate to return to appropriate modified duties as defined under the Act.
- 26.14 A Health and Safety Committee made up of three (3) representatives appointed by the Company and three (3) employees plus two (2) alternate employees of the Company appointed by the Union will be maintained for the duration of the Agreement. The two (2) alternates have the right to attend the health and safety meeting. The Health and Safety Committee shall have the functions prescribed by the Ontario Occupational Health and Safety Act. In particular, the Health and Safety Committee will:
- (a) Perform Facility inspections;
 - (b) Make recommendations to management with regard to Health and Safety matters;
 - (c) Otherwise promote compliance with this Article and application legislation.
- 26.15 The Company will investigate and report to the Committee on all accidents resulting in potentially disabling injuries or involving unusual circumstances.
- 26.16 It is expected that any action the Company might take as a result of implementing any of the Health and Safety Committee's recommendations will be supported by the Union and the Union undertakes to make every effort to ensure that no employee abuses the rights provided by Occupational Health and Safety legislation and that the Company's safety rules and procedures are complied with and enforced.
- 26.17 The Company will ensure that the Health and Safety committee's union chairperson or designate accompany the inspector from the Ministry of Labour (MOL) when the MOL visit the Facility to conduct an inspection.

The results of such inspections will be presented to the Health and Safety Committee.

27.0 BARGAINING UNIT WORK

27.1 Supervisory personnel shall not perform work normally performed by members of the bargaining unit, except in the event of an emergency or for the purposes of instruction within the Maintenance Shop.

For the purposes of the above paragraph, the term “emergency” will be strictly defined as a situation in the Maintenance Shop under the following conditions:

- 1) It occurs within the time period from when the train is listed as being “dispatch ready” up to the scheduled departure of the train, and
- 2) The circumstances are there are no bargaining unit employees immediately available to perform the work, and
- 3) In the absence of the Supervisor performing the work, a train cancellation or imminent delay would result.

27.2 It is recognized that vendors or suppliers may be allowed full access to the site for the purposes of conducting warranty and/or warranty repair work. It is also recognized that suppliers may access equipment on-site as part of their development of prototype parts in the event of an equipment or replacement part design change. However, no unrelated replacement of parts or further maintenance work may be performed.

The Company will provide no less than five (5) days advance notice in writing to the Union of all instances where these vendors or suppliers are to be allowed access to the workplace. In cases of unforeseen circumstances as soon as it is known by the Company, the Union will be notified in writing as soon as reasonably possible, which is meant to be prior to such persons arriving on site.

27.3 In the event that specific and temporary repair work cannot be performed on site and must be sent off site, the specific temporary work must be of limited duration and must not include work normally performed by bargaining unit employees.

27.4 There shall be no layoffs, no reduction of bargaining unit employees and/or no loss of bargaining unit work as a result of the application of this Article.

27.5 Should the Union allege the Company has violated any of the provisions of this Article 27 the parties will meet within two working days of the Union’s written notice to the Company. Within thirty (30) days of this meeting, unless the issue is resolved, the Union may initiate a grievance at Step 3 of the grievance procedure.

28.0 LEAVE OF ABSENCE

28.1 An employee who has completed his/her probationary period may make a written request for leave of absence without pay for legitimate reason and if such leave of absence is granted in writing, his/her seniority shall continue during his/her absence. An employee who does not return to work at the expiration of his/her leave of absence shall be treated in accordance with Article 12.

It should be understood that before a leave is granted, the employee must use any unscheduled vacation days and floaters remaining.

28.2 In the case of a leave of absence of thirty (30) days or less, the group insurance program will continue to be paid by the Company. In the case of a leave of absence exceeding thirty (30) days, the employee will be required to prepay fully his/her benefits through the Company.

29.0 BENEFITS

29.1 The Company shall provide an insurance plan to contain the following benefits for employees who have completed their probationary period.

LIFE INSURANCE

- (a) Life insurance of \$40,000
- (b) Accidental death and dismemberment of \$40,000

WEEKLY INDEMNITY PLAN

The Company shall provide a short term Weekly Indemnity Program that will pay an employee sixty-six and two-thirds (66 2/3%) percent of the employee's regular salary for a maximum of fifty-two (52) weeks. Such coverage shall be effective from the first day in the event of a non-work related accident, from the first day of hospitalization and after the third (3rd) day in the event of an illness. Weekly Indemnity benefits shall be integrated with disability benefits payable from the Canada Pension Plan and other government and group benefit program.

LONG TERM DISABILITY

The Company shall provide a Long Term Disability Program that will pay an employee \$300 per week. Such coverage shall be effective following the expiry of the employees Weekly Indemnity entitlement. Long Term Disability

benefits shall be integrated with disability benefits payable from the Canada Pension Plan and other government and group benefit program.

Criteria for qualifying for Long Term Disability will be based on the employee being disabled from performing his/her own occupation for the first two (2) years following the expiration of Weekly Indemnity and from being disabled from performing any occupation thereafter.

MAJOR MEDICAL

The Company shall provide a Major Medical Supplement Program that shall provide an eighty (80%) percent co-insurance benefit. (see *Appendix '1'*)

DRUG CARD PROGRAM

A pay direct prescription drug card will be issued to all eligible employees to be utilized at pharmacies who honour this card system. This drug program will provide eighty (80%) percent coverage of all eligible prescriptions and eighty (80%) percent for dispensing fees to a maximum of eight dollars (\$8.00) paid by the Company. In instances where the prescription drug card system cannot be utilized, the claim may be submitted to the insurance carrier on the prescribed form.

This program will cover cost of drugs which are prescribed by a legally licensed medical practitioner or chiropractor and will cover drugs which require a legal prescription only. No other drugs will be covered by this plan, regardless of whether or not they are prescribed.

Co-ordination of benefits will apply to both to the prescription drug card and the reimbursement system.

DENTAL

The Company shall provide the following Dental Plan to reflect the annual Ontario Dental Association (ODA) Fee Guide in effect on the date the procedure was provided:

- i) Preventive and Basic Services – 100%
- ii) Major Restorative – 50%

A deductible of fifty dollars (\$50) for family coverage and twenty-five (\$25) for single coverage shall apply. (see Appendix 2)

VISION PLAN

The Company will provide a Vision Care Plan which will provide a maximum payment of \$150.00 per family member in any two (2) consecutive calendar years. Eligible expenses will include frames and lenses as well as contact lenses.

The plan will also provide coverage for one (1) eye examination per family member every 24 months.

29.2 **PENSION PLAN**

Subject to the approval of Revenue Canada and the provincial pension authorities, the Company shall implement a pension plan under which both the employees and the Employer shall contribute an amount equal to 4% of the employees' base salary.

Employees will also be allowed to contribute an additional amount of between 1% and 4% of their base salary to the pension plan.

29.3 **WORK CLOTHING**

Eligible employees will be provided annually with a voucher valued at \$190.00 to obtain pre-selected work clothing in October of each year from a designated supplier as follows:

Long Sleeve Shirt	Short Sleeve Shirt
Work Pants	Coveralls
Rain Coat/Pants	Winter Jacket

To qualify for work clothing, the employees must have completed the probationary period before the first pay period of October.

29.4 **NOTIFICATION TO THE COMPANY**

It shall be the duty of the employee to notify the Company promptly of any changes of address or telephone number. If any employee should fail to do so, the Company will not be responsible for the failure of a notice required under the agreement to reach the employee.

The employee shall also notify the Company immediately of any change of status that may affect their benefits. The Company will not be responsible for delays in, or default in benefits, which may result from such failure to notify.

30.0 PAYDAY

- 30.1 Employees shall be paid bi-weekly by electronic funds transfer, with a detailed Pay Record supplied at the same time.
- 30.2 The Pay Record for employees shall contain sufficient detail so that employees can determine correct payment has been made. (for example: regular pay, overtime, shift or other premiums, vacation pay, general holiday pay, etc.). Should an employee require more details than are contained in their pay record, they should contact their Supervisor.
- 30.3 Wages and any claims for compensation not allowed will be promptly denied and the employee provided a written explanation outlining the reason(s). When a portion of the wages or claim is denied, the undisputed portion is to be paid on the current payroll relative to that date. If the employee is not notified of the denial within thirty (30) days the full amount will be paid.
- 30.4 When an employee is short paid more than \$200.00 regular wages in one pay period, a payment will be made to cover the shortage within three (3) business days of an employee's request.

31.0 CLASSIFICATIONS AND WAGE RATES

Classification	level	3%	2%	2%	2%	2.75%
		2013	2014	2015	2016	2017
Mech/Elec/Outpost Technician	1	\$27.07	\$27.61	\$28.16	\$28.73	\$29.52
	2	\$27.74	\$28.29	\$28.86	\$29.44	\$30.25
	3	\$28.29	\$28.86	\$29.44	\$30.03	\$30.85
	4	\$29.07	\$29.65	\$30.24	\$30.85	\$31.69
	5	\$29.40	\$29.98	\$30.58	\$31.20	\$32.05
Equipment Maintainer	A	\$23.70	\$24.17	\$24.66	\$25.15	\$25.84
	B	\$24.05	\$24.53	\$25.02	\$25.52	\$26.22
	C	\$24.72	\$25.21	\$25.72	\$26.23	\$26.95
	D	\$25.59	\$26.10	\$26.62	\$27.15	\$27.90
Storekeeper	A	\$22.33	\$22.78	\$23.23	\$23.70	\$24.35
	B	\$22.67	\$23.12	\$23.59	\$24.06	\$24.72
	C	\$23.70	\$24.17	\$24.66	\$25.15	\$25.84
Storekeeper Driver	D	\$24.72	\$25.21	\$25.72	\$26.23	\$26.95
Labourer	A	\$21.98	\$22.42	\$22.87	\$23.33	\$23.97
	B	\$22.31	\$22.76	\$23.21	\$23.68	\$24.33

- A = Probationary rate
- B = After the completion of the probationary period
- C = After 260 days worked in the classification
- D= After 260 days worked in the classification and successful completion of training program and testing

For Technician classifications, the steps shall be as follows:

- 1 = Probationary rate
- 2 = After completion of the probationary period
- 3 = After 120 days worked in a Technician Classification
- 4 = After 150 days worked in a Technician Classification
- 5 = After 180 days worked in a Technician Classification

These rates shall become applicable at the beginning of the first complete pay period following the effective dates indicated above.

Welding rate: Employees, other than Technicians, who are qualified or certified to weld shall be paid at the Technician Level 1 rate while performing welding duties.

HVAC Maintainer wages: Employees who are qualified to work on the equipment shall be paid at the Technician Level 1 rate while performing these duties.

Lead Hands: Employees will be paid at the Technician Level 5 rate plus \$2.00 per hour for all hours spent performing the Lead Hand function.

When a new classification is to be covered by the terms of this collective agreement, the rate of pay for such new classification shall be determined by the Employer. If the union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) consecutive days after the receipt of notice from the employer of such new rate.

If the parties are unable to agree on the appropriate rate and or any matter concerning the procedure, the dispute may be submitted to arbitration as provided in this Agreement within fifteen (15) consecutive days of such meeting. The decision of the arbitrator shall be based on the rates for other classification in the bargaining unit, having regard to the requirements of such classification.

If such a dispute occurs, the Employer shall set forth a rate in the interim, which shall be paid until the matter is resolved. Any new rate established shall be made retroactive and paid to any such incumbent(s) who may be carrying such work in the new classification.

31.1 This clause is developed in recognition that some scheduled and progressive maintenance inspections and unscheduled designated repairs are performed by several classifications, depending on the specific nature of the task. Each classification generally provides clerical staff information to generate service requests and work orders; and while it may be common for technicians to provide technical guidance and assistance concerning work methods, the use of equipment and techniques, it is not meant to replace training through the training department.

This clause consists of:

1. Job Descriptions
2. Definitions
3. Questions and Answers

JOB DESCRIPTIONS

Mechanical Technician

1. Responsible for troubleshooting, analysis, fault detection, repair and test of both coach and locomotive mechanical systems, sub-systems and components including mechanical, pneumatic and auxiliary equipment;
2. Perform modifications from drawings, prints or mechanical systems on coaches and locomotives as assigned;
3. Main engine lead readings;
4. Alignment of rotating equipment; (example: compressor, auxiliary generator, HEP generator)
5. Wheel Truing/Operate Wheel Lathe Machine;
6. Strip and Build Traction Motors;
7. Inspections using the Single Car Test Device and orifice testing on locomotives.
8. Quarterly and semi-annual air brake test on locomotive and cab car;
9. Power assembly change out;
10. Main Engine turbo charger change out;
11. Pre, Post, and Numbered Inspections – Locomotive;

12. Main Engine and HEP injectors change out;
13. Locomotive Traction motor change out together with Equipment Maintainer.
14. Locomotive, coach and cab car preventive maintenance at PM, together with Electrical Technician and Equipment Maintainer.
15. Main engine governor (F59) and HEP actuator change out.
16. Check operation of main engine shut down protective devices.
17. Repair of couplers.

Equipment Maintainer

1. Perform and document routine maintenance repairs on coaches and locomotives.
2. Repair and install railway car parts such as air valves, bearings, couplings, air cylinders and piping as a result of troubleshooting, analysis or fault detection by a technician, or through routine maintenance. (NOTE: coach and/or cab car pneumatic part replacement (air brake system) is to be tested by a technician following the repair, the same as the single car test.)
3. Repair defective or damaged metal, plastic and fiberglass accessories. Using hand or power tools.
4. Replace damaged windows.
5. Review and/or create defect sheets and attend to them with the supervisor's approval and complete all documentation.
6. Dumping and charging toilet and associated repairs. Report any problems to supervisor for any further action if required.
7. Perform certain tasks within Preventative Maintenance Inspections, and perform Routine Maintenance Inspections on interior and exterior components of passenger transit rail equipment determining proper operation, and the extent of wear and/or damage.
8. Locomotive, coach and cab car preventative maintenance at PM together with Electrical Technician and Mechanical Technician.
9. Re-torque using torque machine or wrench.
10. Coach Wheel change and shimming
11. Inspection of couplers (done every 90 days while in shop)
12. Disc rotor, tread brake, actuator and air line replacement.

13. Wayside power application and removal (Yard and PM)

Equipment Maintainer / Rail Equipment Operator (EM / REO)

Note: as a Rail Equipment Operator one must pass a standard medical evaluation. Training consists of a theory class, with a written test, followed by practical experience performing yard splits, train washes and shop moves.

Rail Equipment Operator must exercise extreme caution with consist movement around the yard. Training must provide skills associated with key procedures that affect the job such as blue flag protection, fuelling, radio procedures, switches and derails. Required to maintain the Certified Locomotive and Car Inspector (CLCI) qualification.

Advancement of Equipment Maintainers from C to D rates

Note: the following represents the ongoing training program for Equipment Maintainers to advance from the "C" to "D" rate of pay.

1. Unless previously qualified, each "C" qualified Equipment Maintainer, who has worked 260 days in the classification, will be provided the opportunity to advance to the "D" rate of pay.
2. Rail Equipment Operator training is the only requirement. Upon completion of the REO training and certification, and upon receiving confirmation that they are qualified to be an REO, they will be moved into the Equipment Maintainer "D" level and rate of pay.

Electrical Technician

1. Responsible for troubleshooting, analysis, fault detection and repair of coach and locomotive electrical systems, sub-systems and components.
2. Perform modifications from drawings, prints or electrical systems on coaches and locomotives as assigned;
3. Test and download event recorder on laptop computer.
4. Megger reading for insulation test.
5. Locomotive, coach and cab car preventive maintenance at PM together with Mechanical Technician, and Equipment Maintainer.
6. Change out 575 volt receptacles and permanent wiring within the coach or locomotive.

Locomotive:

7. Clean traction motors, repair and renew brushes as needed.
8. Wash batteries, check and add electrolyte level, check and record specific gravity and charge as necessary.
9. Check and clean all relays, magnetic contactors, temperature sensors, resistors, rectifiers, diodes.
10. Inspect and clean AR15 traction alternator and high voltage gear.
11. Perform load test on HEP and main engine when attached to a load box.
12. Check operation of all HEP shut down protective devices.
13. Disconnect and connect HEP Engine cables and traction motor cables.

Car Equipment:

14. Megger reading for insulation test.
15. Check and repair evaporator and condenser motors.
16. Troubleshoot and repair LVPS system, batteries and charging system.
17. *Wayside power application and removal (Coach and Diesel Shop)

*Note: If an Electrical Technician is not readily available at the time wayside power must be connected or disconnected, a qualified Equipment Maintainer may be used to avoid any production delays.

Welder

1. In preparation for welding, primarily responsible for joining pieces of metals, ferrous and non ferrous together such as pipe, sheet, beams, etc. Using various processes such as but not limited to; SMAW, MIG, TIG and GAS welding.
2. Brazing and soldering of metal such as steel, stainless and copper pipe.
3. Cutting of metal with the use of oxy-acetylene torches and plasma arc.
4. Shaping, bending or restoring damaged metal structures or apparatus through the use of heat combined with pulling or stretching, hammering etc. to restore pieces to their original shape.
5. Modifying, altering or retrofitting equipment or controls through cutting or welding processes.

6. Welding and repair of carbody by repairing rusted panels, cracked engine components and structural steel members.
7. Lay out components, parts or structures to allow for fabrication according to drawings.

Note: Welder classification requires certification as a welder by an outside recognized agency provided and paid for by the employer.

Storekeeper

1. Loading and off loading of trucks, receiving, issuing and stocking parts.
2. Use of MAXIMO computerized system.
3. Utilize inventory procedures.
4. Use of mobile computer bar coding system.
5. Follow quality assurance and warranty material procedures.
6. Follow purchasing procedures.
7. Manage bills of lading, custom documents and related paperwork.
8. Manually picking, packing, counting and preparing material shipping.
9. Knowledge of rolling stock components and parts.
10. Operate forklifts.
11. Work at all work stations.
12. Direct shop personnel in locating parts.
13. Prepare materials for shipping.
14. Work indoors and outdoors as necessary.

Storekeeper Driver

15. Transport material between warehouse and maintenance facilities as required in company trucks.
16. Organize and maintain warehouse and related material.
17. All duties and responsibilities of a storekeeper.

Outpost Technician (Bathurst and Georgetown)

Note: May be required to be on call unless advance arrangements are made with the control tower supervisor.

1. Troubleshooting and repair of coaches and locomotives electrical and mechanical systems.
2. Shutdown consist power and place on wayside power ensuring dispatch set up.
3. Apply 575 volts layover cables.
4. Ensure layover system is working properly.
5. Perform interior and exterior checks on coaches and locomotive, clean coach and locomotive interior (outpost clean Georgetown only)
6. Secure consist and with radio alarm system activated.
7. Maintain minor materials at the outpost station.
8. Communicate with the control tower for in and out of duty.
9. Report any abnormalities and prepare a report.
10. Prepare consist for dispatch, start Main and HEP engines.

General Labourer

1. Move materials and operate material handling equipment and rider controlled vehicles such as but not limited to fork lift and crane.
2. Perform full service to the locomotives such as fuelling, water, sand, cab cleaning and supplies, and heaving cleaning.
3. Perform radio checks transmission to Willowbrook Operations Control Centre.
4. Dumping and charging locomotive toilets.
5. Provide assistance to all maintenance classifications.
6. General cleanup related to bargaining unit work, when and as necessary.

HVAC Maintainer

1. Assemble and install refrigeration or air conditioning components such as motors, controls, gauges, valves, circulating pumps, condensers, evaporators and compressors using hand or power tools.
2. Install, and overhaul entire heating, ventilation, air handling, and air conditioning systems.

3. Repair / replace parts and components for air conditioning systems.

Note: The Company will comply with any and all requests from the Ministry of Training, Colleges and Universities related to confirming hours of related work for any employee who holds the classification of HVAC Maintainer wishing to register themselves in an apprenticeship program. The Company also agrees to provide information related to the tasks performed by the HVAC Maintainers upon request.

DEFINITIONS

Routine maintenance inspection: Daily Brake tests and trip inspections.

Routine maintenance: this is the replacement or repair of parts such as filters, brake shoes, and oil, each of which has a limited life span due to wear, fatigue or regular use.

Preventative Maintenance Inspection: is the scheduled inspection of locomotive and car equipment, these inspections are completed on a weekly, biweekly, monthly, intermediate (45 days), 90 day, quarterly, semi-annual, annual and quadrennial intervals.

MAXIMO Computerized System: is the computerized maintenance system used by supervisors, salaried staff, and unionized personnel to perform their day to day duties.

QUESTIONS AND ANSWERS

Q1: What is the purpose of listing the Job Descriptions within the Collective Agreement?

A1: To establish the duties, roles and responsibilities for each classification, which also determines the rate of pay for performing certain tasks?

Q2: Can technician work be assigned to an equipment maintainer on an ad hoc basis?

A2: Yes, technicians should be performing the technician tasks, however when there is a requirement for extra manpower, the use of equipment maintainers to perform technician tasks is allowed provided they are paid at the technician rate of pay as provided for within the Collective Agreement.

Q3: How do we know, employee and supervisor, when an employee is assigned to do work in a higher rated classification and is therefore entitled to the higher rate of pay?

A3: We rely on our experience as to whether or not it is a technician task. If in doubt we would refer to the job descriptions, and if in further doubt the Union and Company would sit down and discuss to finality.

Q4: By creating job descriptions, are any duties being transferred from one classification to another?

A4: No.

Q5: What does “alignment of rotating equipment” mean?

A5: Any shaft or gear that requires alignment within measured parameters.

Q6: When an Equipment Maintainer is assisting a Technician, do they qualify for payment of wages at the technician rate?

A6: Depending on the situation it would or would not increase the pay rate. The actual task(s) being performed by the Equipment Maintainer would determine whether or not the increased pay is provided. Tasks normally performed by technicians would generate the higher rate. Assistance without performing any specific task would not.

Q7: Can I be assigned to work in other locations (shop or yard) on an ad hoc basis?

A7: Yes, the collective agreement continues to provide for that type of mobility.

Q8: What is a diagnostic tool?

A8: A troubleshooting or measurement tool which measures, detects, calibrates, or otherwise determines fault or compliance.

Q9: What is an unscheduled designated repair?

A9: Failure of equipment for a wide variety of reasons that are too numerous to list. It is meant to include malfunctioning, leaking, missing, cracked, worn out, vandalized, broken, or stolen equipment or features.

Q10: Which classification performs the unscheduled designated repairs?

A10: All classifications do, but for the purposes of pay, we rely on our experience as to whether or not it is a technician task. If in doubt we would refer to the job descriptions, and if in further doubt we would sit down and discuss to finality.

Q11: Does the introduction of new equipment or procedures change anything as far as job descriptions or tasks.

A11: No, the existing job descriptions will be used to determine the classification required to perform the work, consistent with the existing methodology where Technicians are responsible for troubleshooting, analysis, fault detection and repair, and Equipment Maintainers perform routine maintenance. Other classifications may see new equipment and tasks assigned consistent within their area of jurisdiction. In the event of a dispute, the Union and Management will meet to resolve to finality.

Q12: Why is “Locomotive, coach and cab car preventive maintenance at PM” listed in more than one job description?

A12: This is listed within the Electrical Technician, Mechanical Technician, and Equipment Maintainer job descriptions because each classification has specific numbered tasks that form part of the preventative maintenance schedule.

32.0 WORKPLACE DIGNITY AND RESPECT

The Company and the Union agree that a safe and respectful workplace requires full commitment of everyone from senior management to every maintenance and operations employee demonstrated on a daily basis. The full participation of all stakeholders is required to maintain the culture of a safe and respectful workplace. Everyone has a role to play in preventing workplace violence and harassment hazards. All workers are entitled to be treated with respect and dignity, without fear of violence, domestic violence and harassment.

Violence, domestic violence and harassment happen between individuals within labour and corporate organizations. Violence and harassment in any form are organizational issues that must be addressed. The Company and the Union agree to jointly support the development and administration of effective policies and programs that will support victims and hold perpetrators/offenders accountable. The organization is also committed to providing support to victims of domestic violence. A whole organizational approach is the most effective way to promote ongoing learning, development, and communication about workplace violence and harassment. Every worker has the right to be treated with respect and dignity at the workplace.

The Company and the Union agree to establish a Violence and Harassment Prevention Team with the authority and mandate to oversee Bombardier's initiatives to prevent and respond to violence, domestic violence, harassment, and to promote the standard of respect and dignity for every worker.

The Company and the Union agree to administer their responsibilities in this regard as outlined within Appendix 3 (the policy)

33.0 DUTY TO ACCOMMODATE

The Company and the Union recognize the legal obligations associated with the duty to accommodate and commit to accommodate bargaining unit employees as provided herein. All employee related legislation is considered as incorporated into the Collective Agreement.

The central purpose of the duty to accommodate in employment is to promote, within the bounds of reason, the ability of individuals to fairly and equally participate in the workplace through the elimination of the discriminatory effects of workplace standards. Accommodation is that which is needed in the circumstances to avoid discrimination and may require modification of job duties, work schedules, policies, procedures, equipment, or the workplace environment itself. It may also entail providing leaves of absence, training, transfers, and/or bundling of duties, among other things. The duty to accommodate is limited only by the standard of undue hardship, which is to be assessed on a case by case basis having regard to various factors.

Accommodation & Return to Work Committee

The Company will designate a Human Resources officer and the Union will designate the Division Legislative Representative (or alternate designate) as the contact person in each case and who are responsible to administer the Accommodation & Return to Work Policy and Program. In addition each party will designate one representative from the Maintenance Facility and Operations to complete the Joint Committee. Each additional Maintenance Facility will have corresponding Committee representatives. The associated costs are to be borne by the Company.

Bombardier TCRC Division 660

Human Resources	Legislative Representative
Maintenance Supervisor	Maintenance Representative
Operations Supervisor	Operations Representative

Committee contact information will be posted in sufficient work locations so that every bargaining unit employee has full access to that information. The Accommodation & Return to Work Policy and Program will be equally posted

and available to each bargaining unit employee upon request. A dedicated Bulletin Board will be used for this information as well as any associated information.

The process of Accommodation & Return to Work begins with the employee contacting the Company, which may be done through any one of the Committee representatives. The administration of the process will be determined as provided for within the Policy and Program.

At any part of the process, disputes must be thoroughly investigated and significant efforts made to resolve them in a timely manner. Unresolved disputes may be advanced within the grievance procedure through to arbitration, if necessary, for final and binding resolution.

34.0 COPY OF THE AGREEMENT

The Company will provide a copy of the Collective Agreement in booklet form to all employees, paid for by the Company.

The Company shall also supply an outline of all the Company paid insurance benefits.

35.0 ZONE AGREEMENT

Establishment of Zones

The terms of this Agreement apply in the event another shop facility, or facilities, are established in addition to the existing Willowbrook Shop facility.

All Shop Facilities are governed by the Bargaining Unit Classification Seniority lists as established under the provisions of Article 11 of the Collective Agreement.

Each facility will be zoned separately, activated as mutually agreed by the parties sufficiently in advance and no less than sixty (60) days prior to the opening of the facility, in order to provide bargaining unit employees the ability to elect or bid into the zone of their choice within their classification seniority, for the posting and filling of vacancies, or for the introduction of new positions or classifications consistent with the terms of the Collective Agreement.

Willowbrook will be listed as Zone 1, the second facility (Whitby) will be Zone 2, and for each additional facility, as mutually agreed by the parties, it will be

added as an additional Zone and numbered consistent with the first date in which bargaining unit positions are activated.

Initial establishment of a Zone will consist of:

1. Initial bulletin of positions.
2. Training requirements and training schedule, if any.
3. Hiring of outside employees.
4. Ability of bargaining unit employees who originally bid the initial bulletin, but were held back due to manpower requirements, to exercise seniority without restriction.

Subsequent or staged expansion of positions or additional classifications will provide these same implementation steps.

Long Term sustainability of Zones will provide for periodic ability of employees to exercise seniority between Zones consistent with Classification Seniority, new positions or Classifications.

Administration of Zones

There can be no forcing of employees between Zones by the employer.

Employees who are required to travel between facilities as part of their work day, will be provided with employer supplied transportation, or will be authorized to use their personal vehicle with costs (See Article 29.1 Rail Section, second sentence) paid by the employer. All time and expenses to be paid by the employer.

Separate annual vacation lists will be managed for each zone.

Employees will elect to work in the Zone of their choice and will remain in the Zone of their choice until such time as they are unable to hold their classification position within the Zone, or they elect to exercise seniority to another Zone under any of the provisions within the Collective Agreement. Employees unable to hold any employment within the Zone of their choice may elect to immediately exercise their seniority to any Zone. In the application of Article 13.1, a request to move into a different work area applies to a site specific request, and the requests to change work areas does not mean to exercise seniority from one zone to another. All remaining clauses within Article 13 apply in the application of seniority and the movement of employees between zones.

Employees' own formal investigations will be conducted within the Zone where regularly employed. Employees required to attend an employer investigation or any Company initiated event at the insistence of the

employer in another Zone, will be done at the employers expense for wages, reasonable actual receipted expenses, and travel.

36.0 **TERM**

This Agreement shall be effective from January 01, 2013 and shall remain in effect until December 31, 2017 and from year to year thereafter unless either party gives notice, in writing to the other party, not less than ninety (90) days prior to the expiration thereof to terminate or review this Agreement or to negotiate a revision thereof

Letter of Understanding #1

July 13, 2014

Maintenance Work and Outpost locations

Consistent with the discussions on this subject, as it pertains to the objective and agreement on how to proceed with respect to new and existing outpost locations, maintenance work, and the assignment of bargaining unit outpost technicians.

Objectives:

- Designate Don Yard and Richmond Hill the same rates as Bathurst and Georgetown.
- Establish the recognition of bargaining unit work at any and all new locations in the future.

Details:

Effective immediately, any and all new locations will be manned with bargaining unit employees to perform the work and for all purposes of the Collective Agreement.

Effective June 1, 2015 all work at Don Yard and Richmond Hill will be designated as Outpost Technician work and as positions for bargaining unit members. Sufficiently in advance of June 1, 2015 these positions will be bulletined for a period of 30 days for all bargaining unit maintenance members to bid. The position(s) will thereafter be immediately awarded consistent with the requirements of the Collective Agreement.

Closed period discussions:

During the closed period of the Collective Agreement, the Company and the Union will begin the process to jointly review and establish the duties, roles and responsibilities for all of the positions and work required at all remaining locations. There is no deadline to these discussions, and the purpose of the discussions is to try and reach agreement, and then bulletin them all as bargaining unit positions accordingly.

Note: Light layover cleaning at layover locations is specific work to which the parties may agree to exempt from bargaining unit work at certain locations.

Letter of Understanding #2

July 13, 2014

This has reference to discussions arising from our recent contact negotiations. The Union raised concerns over the administration of the Standing Application system pursuant to Article 13 – Posting and Filling of Vacancies, clause 13.2. In particular, the Union maintained that the administration of the standing applications could be improved while, at the same time, enhancing the transparency of the process.

While the company maintains that they believe the present process has proved to be effective, we nonetheless acknowledge that there is benefit to all concerned in adopting additional measures as suggested by the Union.

To this end, we commit to implement the following measures to the standing application process:

1. Modify the standing application form to provide for a space for the signature of the company representative who has received the standing application, as well as a space to indicate the time and the date received from the employee.
2. A notation on the form instructing the submitting employee to retain a copy for him/herself, as well as the need to provide a copy for the Local Chairperson.
3. A box will be provided in a convenient location for the employee to leave copy of his/her standing application for the Local Chairperson.

Appendix 1

Health Care

- 80% co-insurance – hospital
- 80% co-insurance – prescription drugs
- 80% co-insurance – other expenses
- Maximum benefit – unlimited
- Semi-private hospital accommodation
- Out-of-Hospital Private Duty Nursing of \$5,000 for a maximum of 12 months per condition
- Chronic Care: \$25 per day to a maximum of \$2, 000
- Out-of-Province Emergency Medical Expenses
- Global Medical Assistance

- Prescription Drugs and Medicines
- Orthopedic Shoes – to a maximum of \$300 per calendar year
- Hearing Aids to a maximum of \$500 every 2 years
- Speech Aids to a maximum of \$500 per lifetime
- Chiropractor – to a maximum of \$500 per calendar year including x-rays
- Podiatrist – to a maximum of \$500 per calendar year including x-rays
- Physiotherapist – to a maximum of \$500 per calendar year
- Psychologist – to a maximum of \$500 per calendar year
- Speech Therapist – to a maximum of \$500 per calendar year
- Registered Massage Therapist - to a maximum of \$500 per calendar year

Appendix 2

DENTAL CARE – COVERED EXPENSES

Dental care covers charges for reasonable treatment up to the amounts shown in your plan's dental schedule for the following procedures or treatments:

- \$25 single/ \$50 family deductible
- 100% - Company paid Basic Coverage.
- 50% Major - \$2000 annual maximum

BASIC COVERAGE

A. DIAGNOSTIC SERVICES

1. Examinations include:
 - limited oral examinations twice a year
 - one complete oral examination every 3 years
 - oral pathology, periodontal surgical, prosthodontic and endodontic examinations.
2. Panoramic x-rays and intra-oral x-rays every 3 years limited to one complete series of intra-oral x-rays and 15 films of intra-oral x-rays.
3. Extra-oral and salivary x-rays.
4. Tests and laboratory reports including microbiological, histological, cytological and pulp vitality tests.

B. PREVENTIVE SERVICES

1. Prophylaxis (cleaning) twice a year.
2. Topical application of fluoride twice a year.
3. Pit and fissure sealant on bicuspids and permanent molars once every 5 years.
4. Space maintainers for missing and central lateral teeth.
5. Appliances for control of harmful bits.
6. Finishing restorations, interproximal diskings and recontouring of teeth.
7. Scaling.

C. MINOR RESTORATIVE SERVICES

1. Caries, trauma and pain control.
2. Amalgam and tooth-coloured fillings.
3. Retentive pins and prefabricated posts for fillings.
4. Prefabricated crowns for primary teeth.

D. ORAL SURGERY

1. Extractions, minor alveoplasty, gingivoplasty and stomatoplasty.
2. Surgical incisions and excisions.
3. Treatment of fractures and maxillofacial deformities.

MAJOR COVERAGE

A. PROVISION OF CROWNS, INLAYS AND ONLAYS

B. PROVISION OF AN INITIAL PROSTHODONTIC APPLIANCE (EG. FIXED BRIDGE RESTORATION, REMOVABLE PARTIAL OR COMPLETE DENTURES)

C. RESTORATIVE

1. Gold Foil Restorations (if other substances are inappropriate)
2. Re-cementing of inlay and onlay or crown
3. removal of inlay and onlay or crown

Appendix 3: (Policy: Respect and Dignity in the Workplace)

Appendix 4

Memorandum of Agreement Between Bombardier Transportation And Teamster Canada Rail Conference With Respect to a Joint Accommodation & Return to Work Policy and Program

The Employer and the Union, (herein after known as the Parties), agree to jointly develop a co-operative Accommodation & Return to Work Policy and Program.

The Parties will develop the Accommodation & Return to Work Policy outlining their mutual commitment to Accommodation, and Return to Work utilizing Disability Prevention Principals. It will apply to all forms of accommodation and to both occupational and non-occupational injury and or illness. It will be posted throughout the workplace and communicated to all employees.

The Parties will also develop a Joint Accommodation & Return to Work Program that will specify and outline the roles and responsibilities of each party in their respective obligations.

To facilitate the development of the Accommodation & Return to Work Policy and Program the parties agree to conduct a Situational Assessment of current practices in the workplace regarding Accommodation and Return to Work. The intent of the Situational Assessment will be to review any current Policy and/or Program compared to the leading evidence based practices being utilized around the world.

The Return to Work Policy and Program will be developed and based on the following 12 Principals of Effective Return to Work Practices:

1. Commitment to Return to Work Policy.
2. Injury Reporting Procedures.
3. Early Contact and Intervention.
4. Cooperative RTW Responsibility.
5. Elimination of Attitudinal Barriers.
6. Transfer of Medical Information.
7. Linking Primary and Secondary Prevention.
8. Utilization of Disability Prevention Principals.
9. Compliance with Human Rights.
10. Mobilization of RTW Leadership.
11. Internal Dispute Resolution Mechanism.
12. RTW Program Evaluation.

The development of the Accommodation & Return to Work Policy and Program will begin within 60 days of the ratification of the Memorandum of Settlement.

This Memorandum of Agreement will form part of the collective agreement and the Accommodation & Return to Work Policy and Program will be incorporated into the collective agreement.

Disputes:

In the event the parties are unable to conclude the development of the Accommodation & Return to Work Policy and Program within 160 days of the ratification of the Memorandum of Settlement. The parties agree to refer only those remaining outstanding issues to the Canadian Railway Office of Arbitration & Dispute Resolution for final and binding settlement by arbitration. The parties further agree the time limits contained herein may be extended by mutual written agreement.

Signed at Toronto, Ontario, this 13th day of July 2014.

Bombardier Transportation
Canada Inc.

Teamsters Canada Rail Conference
Division 660

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1.0 PREAMBLE

1.1 The Company and the Union agree that co-operation between the parties is essential for the long-term viability of the operations which can only be achieved through profitability by maintaining high operational efficiency and productivity and ongoing improvement, which in turn will facilitate stable employment, equitable treatment, compensation and the recognition of employees' contribution.

1.3 The Company and the Union agree that the purpose and intent of this Agreement is to promote and establish harmonious collective bargaining relations between the Company and its employees; to govern the relationship between the parties; to promote efficiency and service; to establish rates of pay and other working conditions as set out herein and to set forth a procedure to be followed by the parties to this Agreement and by the employees covered by this Agreement for the expeditious and proper settlement of any dispute which may arise out of the administration of the terms and conditions of this Agreement.

2.0 RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company engaged in the service, repair and maintenance, calling of crews and the operation of trains relating to the GO Transit Operations and Maintenance within Ontario, including Metrolinx Union Pearson Express, save and except salaried personnel, including supervisors and persons above the rank of supervisor, office, clerical and technical staff.

3.0 RESERVATION OF MANAGEMENT RIGHTS

3.1 The Union recognizes the Management's authority to manage the affairs of the Company, to direct its working forces, including the right to hire, schedule, transfer, promote, demote, discipline, suspend and discharge for just cause any employee and to increase or decrease the working force of the Company, to reorganize, close, disband any department or section thereof from time to time as circumstances and necessity may require, provided that the Company shall not exercise these rights in a manner inconsistent with the terms of this Agreement or statutory obligation of applicable laws, subject to the grievance procedure.

4.0 DEFINITIONS

- 4.1 The term “**representative**” of the bargaining unit shall mean the duly accredited representative designated by the Union.
- 4.2 The term “**Company**” shall mean Bombardier Transportation Canada Inc.
- 4.3 **TO** stands for Train Operator.
- 4.4 **CSA** stands for Customer Service Ambassador.
- 4.5 **CD** stands for Crew Dispatcher.
- 4.6 In this Agreement, words importing the singular shall include the plural and vice versa where the context requires. The use of such words as “he”, “his” and “him” as they may appear in the Agreement are not intended to restrict the application of the Agreement or a particular rule to a particular gender, but are used solely for the purpose of grammatical convenience and clarity. Accordingly, words importing the masculine gender shall include the feminine gender where the context requires.
- 4.7 “**Assignment**” pertains to a daily job which may contain one (1) or no more than two (2) tours of duty in a twenty-four (24) hour period.
- 4.8 **Tour of duty** – a continuous time on duty from the time of reporting for duty to the time the employee books off duty.
- 4.9 **Split shift** – a regular assignment containing 2 tours of duty separated by time off duty in between two tours of duty within a 24 hour period. [Example assignment # 40 is an assignment, within which are two (2) tours of duty in a 24 hour period. (i.e. 40A and 40B).]
- 4.10 **Ad Hoc Vacancy** is a vacancy of less than a work week.
- 4.11 “**Temporary Vacancy**” (TV) is a vacancy that is for a duration of one (1) work week.
- 4.12 “**Permanent Vacancy**” (PV) is a vacancy resulting from an employee vacating an assignment on a permanent basis or by the establishment of a new permanent assignment.
- 4.13 **Spareboard (SB)** is a regular assignment(s) at Willowbrook containing a list of employees whose purpose is to provide relief.
- 4.14 **Emergency** - is defined as a personal injury, derailment which requires the restoration of service, a track dislocation, which requires the restoration of service, serious level grade crossing accident or an incident that would

compromise the safety of employees, Company equipment and or Company property.

- 4.15 **Over and Above** – a term used when describing compensation that is to be excluded in the calculation of any guarantee entitlement.
- 4.16 **Forced** – A term used when an employee is required to fill a position by virtue of their seniority and not by bid. (same conditions apply as if the employee bid the position)
- 4.17 **Blind Bid Form** – A form used by an employee to exercise their seniority in the following circumstances:
- i) They wish to work a TV resulting from annual vacation.
 - ii) They wish to claim a PV in the period between General Change of Assignments.
 - iii) They are displaced.
- 4.18 **Operating Employee** – An employee working and/or training as a Train Operator.
- 4.19 **Employee** – Where the term employee is used, it refers to all Rail Classifications.
- 4.20 **Mandatory Time Off Duty (MTOD)** – Work /Rest Rules developed pursuant to Section 20 (1) of the Railway Safety Act, RS 1985, C32 (4th).
- 4.21 **Route familiarization** - Is a term used to meet the number of trips to become fully qualified on a specific territory.
- 4.22 **Route Re-familiarization** – Is the term used to describe subsequent territory familiarization on which an employee was previously qualified.
- 4.23 **Ad Hoc Work** - Any unscheduled work of a temporary nature, such as a TMC move, runs to layover yards to change out equipment, etc.
- 4.24 **Work Week** – Commences Sunday at 00:01 and ends on the subsequent Saturday at 23:59.
- 4.25 **On-Line Bid System (OBS)** – Refers to the on-line employee bid system. Currently '660bids.com'.

5.0 MEMBERSHIP IN THE UNION

- 5.1 Membership in the Union shall be required of all employees covered under this Agreement. Membership shall not be unreasonably withheld nor shall it be discriminated against contrary to the Human Rights Code, RSO 1990, C H19.
- 5.2 New employees engaged to fill positions within the scope of the Agreement will be informed by the Company that the Union is the exclusive bargaining agent. The Company further agrees to supply the Union with the names and addresses of each employee engaged during the term of this Agreement, within ten (10) days of engagement.
- 5.3 All employees within the scope of this agreement must become members of the Union not later than the completion of their probationary period as a condition of employment.

6.0 CHECK OFF OF UNION DEDUCTIONS

- 6.1 The Company shall deduct on each pay period from the wages of employees who are in the bargaining unit, such dues, initiation fees or assessments as may be adopted and designated by the Union.
- 6.2 Deductions of Union dues shall apply upon the commencement of employment in any job classification covered by this agreement.
- 6.3 The Union shall notify the Company in writing of the amount of such dues, initiation fees or assessments and any changes in these amounts at least thirty (30) days prior to the intended change.
- 6.4 The Company shall remit such deductions on behalf of the Union to such financial institution as set out by the Union and further agrees that such monies will be remitted to this financial institution no later than fifteen (15) days after the deductions were made. The amount deducted from wages, accompanied by an electronic statement that can be sorted, of Union deductions from individuals shall be provided by the Company to the Union. This statement shall be provided within seven (7) days of the pay period end date and will provide a breakdown of employees by classification, name and applicable dues rates, along with a total number of employees paying each

applicable dues rate for the pay period. The Company agrees that any discrepancies identified by the Union's representative will be explained in writing and corrective action taken to remedy any errors within fourteen (14) days of the Company being made aware of such discrepancies.

6.5 The Union shall indemnify and save harmless the Company and /or its agents from any loss, damages, costs, and liability or expenses suffered or sustained by them as a result of the deduction or attempted deduction, custody of and/or account of such dues.

7.0 UNION ACTIVITIES

7.1 The company will contribute sixteen (16) hours per week to the salary of the General Chairman. The sixteen (16) hours will be paid at the regular rate of pay.

7.2 The Union shall notify the Company in writing whenever changes take place of the names of its Officers and Representatives.

7.3 The Company shall grant to a Local Union representative a leave of absence without pay for Union activities i.e. conventions, seminars, meetings, and arbitration, during which he will accumulate seniority. The granting of which will not be unreasonably withheld.

7.4 The Union acknowledges that the union workplace representative have regular duties to perform on behalf of the Company. Where a situation requires a representative's attention during working hours, he shall not leave his regular duties without first obtaining permission to do so from his immediate supervisor. It is understood that the taking of such time away from regular work duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. The representative shall return to regular duties as expeditiously as possible. The Company reserves the right to limit such time if the time requested is unreasonable.

7.5 The Company recognizes the right of the Union to appoint or otherwise select two (2) employees to the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the Company to negotiate the renewal of this Agreement.

7.6 Time spent by the union workplace representatives in meetings with the Company and by employees selected under article 7.5 during negotiations

with the Company shall be without loss of pay or benefits, provided that there shall be no entitlement to pay in respect to hours outside the employee's normal hours of work and during which the employee would not otherwise have worked.

- 7.7 The Company shall allow reasonable access to the Company's premises by a staff representative of the Union for the purpose of consulting with the union workplace representatives with regard to union matters, or the Company. It is agreed such visits will be during normal business hours and timed to cause as little disruption as possible to the normal conduct of the business. Such consultations with the union workplace representatives shall be in a place designated by the Company and time taken shall be kept to a minimum.

8.0 GRIEVANCE AND ARBITRATION PROCEDURE

- 8.1 A grievance shall be defined as a complaint regarding the interpretation, application or alleged violation of this Agreement.

- 8.2 Within ten (10) calendar days from the day that the circumstances that gave rise to the complaint became known or ought to have become known to the employee, he/she may present a verbal complaint to his/her immediate supervisor at any time, without recourse to the grievance procedure herein . The immediate supervisor will have the opportunity to adjust the complaint within ten (10) calendar days and if the immediate supervisor's reply is not satisfactory, the employee's complaint shall be treated as a grievance.

NOTE: In the case of employees involved in the operation of commuter trains, the immediate Supervisor shall be the Manager, Train Operations.

This step may be bypassed, in which case, the provisions of Step 1 will apply provided that the grievance will be presented to the immediate Supervisor in the manner prescribed by Step 1 within thirty (30) days from the day that the circumstances that gave rise to the complaint became known or ought to have become known to the employee.

- 8.3 If an employee has a grievance, it shall be dealt with in the following manner. However, it should be understood that if an employee or the Union does not respect the time limits specified in this article, the grievance shall be denied by the Company.

8.4 **STEP 1**

Within thirty (30) calendar days from the immediate supervisor's verbal response, the union shall present a signed, dated, written statement of such grievance to the immediate supervisor or designate. The nature of the grievance, the Article(s) of the Agreement that has been allegedly misapplied or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance. The immediate supervisor or designate shall deliver his/her decision within thirty (30) calendar days following the day on which the grievance was presented to him/her.

NOTE: In the case of employees involved in the operation of commuter trains, the immediate Supervisor shall be the Manager, Train Operations.

8.5 **STEP 2**

If such complaint is not settled to the satisfaction of the union or the union has not received an answer before the time limits specified above, the union shall present the written grievance to the Manager or designate within thirty (30) calendar days following the decision or time limits under Step 1. The Manager or designate shall deliver his/her decision within thirty (30) calendar days following the day on which the grievance was presented to him/her.

8.6 **STEP 3**

If the Manager does not give an answer within the specified calendar days or if the answer is unacceptable, the Union may submit the grievance to the Manager, Human Resources or designate within sixty (60) calendar days following the decision or time limits under Step 2.

Within sixty (60) calendar days following the filing of a step 3 appeal, the Manager, Human Resources or designate shall hold a meeting with the grievor, and the Union representative during their working hours to discuss the grievance, and shall deliver his/her decision in writing. Either party may request the assistance of a staff representative to attend at said meeting.

8.7 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the resolution of the complaint or grievance, the employee shall continue to perform the normal duties assigned to him/her by management (unless he has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee or any other person.

8.8 The Union or the Company may file a "Policy Grievance". A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. Such policy grievance shall be filed in writing within sixty (60) calendar days from the occurrence or origination of the circumstances giving rise to the grievance.

- 8.9 Within sixty (60) calendar days of filing of the policy grievance, a meeting shall be held between representatives of the Company and the Union, and the grievance shall be answered in writing.
- 8.10 Any step of the grievance procedure may be waived or have the time limits extended by mutual agreement in writing between the Company and the Union. Discipline involving suspensions will commence at Step 2 of the grievance procedure; discipline involving discharge will commence at Step 3.
- 8.11 Decisions arrived at between the Company and the Union on the disposition of any specific employee, Union or Company grievance shall be final and binding upon the Company, the Union and the employee or employees concerned.
- 8.12 Time spent during their normal working hours by Union workplace representatives and grievors in processing grievances in accordance with the terms of this Article shall be without loss of regular wages or benefits up to and including Step 3 of the Grievance Procedure. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor which permission shall not be unreasonably withheld.
- 8.13 If final settlement of the grievance is not reached, then the grievance may be referred in writing by either party to arbitration as provided in this agreement, at any time within sixty (60) calendar days after the final decision. If no such written request for arbitration is received within the time limits then the grievance shall be deemed to have been abandoned. The parties may, by mutual agreement, extend these time limits.
- 8.14 A grievance as defined in the Grievance Procedure which has been properly carried through all the requisite steps of the Grievance procedure outlined in this agreement and which has not been settled, abandoned or withdrawn, may be referred to the Canadian Railway Office of Arbitration and Dispute Resolution for final and binding settlement without stoppage of work.
- 8.15 No monetary adjustments shall be made retroactively prior to the date of the original complaint or event as properly identified in accordance with the grievance procedure.
- 8.16 The Union and the Company will be governed by the Canadian Railway Office of Arbitration and Dispute Resolution Agreement in effect.

9.0 INVESTIGATIONS AND DISCIPLINE

- 9.1 a) When an investigation is to be held, each employee whose presence is desired will be notified, in writing if so desired, as to the date time, place and subject matter. A copy of the notice will also be supplied to the Local Chairman. In the event the Company is unable to make contact with an employee, a registered letter will be sent to the employees last known address.
- b) The notification shall be provided not less than two days prior to the scheduled time for the investigation unless arrangements for a shorter notification time have been made between the Company Officer and the employee being investigated or the representative of the Union. However, this is not meant to prevent a representative from the Company, who may be on the ground when the cause for such investigation occurs, from obtaining the facts relevant to the incident
- c) The notification shall include advice to the employee of their right to have a representative of the union attend the investigation. The Company will not unreasonably deny requests for a postponement or delay due to the unavailability of a union representative.
- d) The notification shall include advice to the employee of their right to request witnesses on their own behalf. If the Company is agreeable and the witness is a company employee, the witness will be at the Company's expense. If the Company is agreeable and the witness is not a company employee, it will be at the Union's expense.
- e) The notification shall be accompanied with all available evidence, including a list of any witnesses or other employees, the date, time, place and subject matter of their investigation, whose evidence may have a bearing on the employee's responsibility.
- f) The Company shall include with notice to the employee a copy of information provided by the Union outlining name(s), addresses and telephone numbers of the Local Chair(s).
- g) The employee will sign their statement and be given a copy of it.
- h) Clause e) above will not prevent the Company from introducing further evidence or calling further witnesses should evidence come to the attention of the Company subsequent to the notification process above. If the evidence comes to light before commencement of the investigation, every effort will be made to advise the employee and/or the representative of the Union of the evidence to be presented and the reason for the delay in the

presentation of the evidence. Furthermore, should any new facts come to light during the course of the investigation such facts will be investigated and, if necessary, placed into evidence during the course of the investigation.

- i) If the employee is involved with responsibility in a disciplinary offence, they shall be afforded the right on request for themselves or a representative of the Union or both, to be present during the investigation of any witness whose evidence may have a bearing on the employee's responsibility, to offer rebuttal thereto and to receive a copy of the statement of such witness.
- j) Employees will not be disciplined or dismissed until after a fair and impartial investigation has been held and until the employee's responsibility is established by assessing the evidence produced. No employee will be required to assume this responsibility in their statement or statements. The employee shall be advised in writing of the decision within 20 days of the date the investigation is completed i.e. the date the last statement in connection with the investigation is taken except as otherwise mutually agreed. Failure to notify the employee within the prescribed, mandatory time limits or to secure agreement for an extension of the time limits will result in no discipline being assessed.
- k) An employee is not to be held off unnecessarily in connection with an investigation unless the nature of the alleged offence is of itself such that it places doubt on the continued employment of the individual or to expedite the investigation, where this is necessary to ensure the availability of all relevant witnesses to an incident to participate in all the statements during an investigation which could have a bearing on their responsibility. Layover time will be used as far as practicable. An employee who is found blameless will be reimbursed for all loss of wages.
- l) When an employee is dismissed or resigns, they shall within seven days (or the next scheduled pay date) receive their final pay and as soon as possible be given a Record of Employment.

9.2 The Company shall remove disciplinary documents from the employees file from the date of issuance of each offence on the following basis:

- = Written warnings after 365 calendar days
- = Suspension of 2 days or less after 500 calendar days
- = Suspension of more than 2 days after 730 calendar days

- 9.3 Disciplinary documents may be removed irrespective of the above as the result of any settlements under the grievance procedure.
- 9.4 Employees in the bargaining unit shall have access to their personnel records at reasonable times and on reasonable notice to the Company, providing it is reviewed in the presence of a company representative. Copies will be provided to employees upon reasonable request.

10.0 NO STRIKE / LOCKOUT

- 10.1 The Union agrees that during the term of the Agreement, there will be no strike, slowdown, work stoppage or other interference with the operations or work.
- 10.2 The Company agrees that there will be no lockout of the employees during the term of this Agreement.

11.0 PROBATIONARY EMPLOYEE

- 11.1 The probation of each employee covered by this Agreement shall end after the period of six (6) months from the date their employment began. Should the employee be absent for more than five (5) consecutive days during the probationary period, their probation will be extended to equal the days absent.
- 11.2 It is understood and agreed the dismissal of a probationary employee is a decision of the Company. However such dismissal of a probationary employee shall be for just cause understanding that the standard for cause relating to a probationary employee is lower than that of a non-probationary employee.

12.0 CREW CONSIST

- 12.1 All crews in GO train commuter service will consist of the following:
1. Two (2) Qualified Train Operators
 2. One or more Customer Service Ambassador (CSA)
- No commuter train will operate with less than a Crew Consist as defined above.

- 12.2 All crews in Union Pearson Express service will consist of the following:
- Two (2) operating employees, one (1) paid TOA rate and one (1) paid TOB rate.
- (Exception Art 26, Clause 26.6 Note)

13.0 SENIORITY

- 13.1 Seniority shall be established and maintained for all employees in the Bargaining Unit as determined within this agreement.
- 13.2 Employees will be regarded as probationary during the first six (6) months of continuous employment.
- 13.3 Prior to June 1st 2008 the Train Operator's seniority list was set and structured in the following manner in accordance with Letter Of Understanding #4 (May 2, 2008) Item 8:

Group 1: Employees transferred from the Maintenance

Group 2: Qualified Train Operators hired prior to June 1, 2008

Group 3: Employees with previous railway experience (Class 1 Conductors) hired prior to June 1, 2008

Group 4: Employees without previous railway experience hired prior to June 1, 2008

- 13.4 The accepted seniority standing of the above noted groups of employees is reflected in the following list:

Sen.	First Name	Last name	Occupation	Group
1	Demetre	Chalkidis	Train Operator	1
2	Rick	Collins	Train Operator	1
3	Kirk	Ewart	Train Operator	1
4	Christopher	Fox	Train Operator	1
5	Roberto	Lopez	Train Operator	1
6	John Henry	Hontiveros	Train Operator	1
7	Michael	Noseworthy	Train Operator	1
8	Hector	Granados	Train Operator	1
9	Dennis	Cutmore	Train Operator	2
10	Paul	McGraw	Train Operator	2
11	Patrick	Quinlan	Train Operator	2

12	John	Michaluk	Train Operator	2
13	Scott	Masci	Train Operator	2
14	John	Sauve	Train Operator	2
15	Andrew	McKinlay	Train Operator	2
16	Kenneth	Georgieff	Train Operator	2
17	Terry	Donovan	Train Operator	2
18	George	MacPherson	Train Operator	2
19	Darin	Leblanc	Train Operator	2
20	Michael	Winstanley	Train Operator	2
21	Andrew	Trela	Train Operator	3
22	Daniel	Santos	Train Operator	3
23	Paul	Drysdale	Train Operator	3
24	Donovan	Chen	Train Operator	3
25	John	MacFarlane	Train Operator	3
26	Clayton	Crisp	Train Operator	3
27	Paul	Gudnason	Train Operator	3
28	Derek	Groulx	Train Operator	3
29	Daniel	Learn	Train Operator	3
30	Aaron	Wigley	Train Operator	3
31	Gregory	Vaughan	Train Operator	4
32	Jason	Masternak	Train Operator	4
33	Michael	Clark	Train Operator	4
34	John	Faught	Train Operator	4
35	Martin	Dorgan	Train Operator	4
36	Shawn	Pleunis	Train Operator	4
37	Aneil	Persad	Train Operator	4
38	Craig	Holloway	Train Operator	4
39	Omar	Harrison	Train Operator	4
40	Edwardo	Santiago	Train Operator	4
41	Dino	DiPietro	Train Operator	4
42	Pavel	Zvonov	Train Operator	4
43	Nadeem	Sheikh	Train Operator	4
44	Akash	Balgobin	Train Operator	4
45	Stuart	Speare	Train Operator	4
46	Sean	McRae	Train Operator	4
47	Mauro	Carini	Train Operator	4

48	Donovan	Hyde	Train Operator	4
49	Sebastian	Luciano	Train Operator	4
50	Drew	Thorpe	Train Operator	4
51	David	Clark	Train Operator	4
52	Shaun	Woods	Train Operator	4
53	Frankie	Azzopardi	Train Operator	4
54	Carl	Pulsifer	Train Operator	4
55	Patrick	Frigault	Train Operator	4
56	Ana	Davies	Train Operator	4
57	Brad	Stevens	Train Operator	4
58	Ismael	Shqueir	Train Operator	4
59	Michelle	Duclos	Train Operator	4
60	Anup	Tanna	Train Operator	4
61	Philippe	Reyes	Train Operator	4
62	Buzz	Grant	Train Operator	4
63	Christine	Morelieras	Train Operator	4
64	Michael	Jones	Train Operator	4
65	Alain	Lashley	Train Operator	4
66	Donald	Auld	Train Operator	4
67	Peter	Murphy	Train Operator	4
68	Craig	Mattis	Train Operator	4
69	Dennis	Brillinger	Train Operator	4
70	Mark	Biczak	Train Operator	4
71	Matthew	Thompson	Train Operator	4
72	Mark	Konishi	Train Operator	4
73	Troy	Cook	Train Operator	4
74	Paul	Labelle	Train Operator	4
75	Ryan	Babister	Train Operator	4
76	Michael	Sanderson	Train Operator	4
77	Wyndham	Fraser	Train Operator	4
78	Richard	Carlson	Train Operator	4
79	Victoria	Lawrie	Train Operator	4
80	Rodney	Singer	Train Operator	4
81	Shane	Sweeney	Train Operator	4
82	Jody	Solsky	Train Operator	4
83	Jay	Hallett	Train Operator	4

84	Justin	Dawson	Train Operator	4
85	David	Markovich	Train Operator	4
86	Wayne	Mailman	Train Operator	4
87	Karen	Nicholson	Train Operator	4
88	Teri	Alexander	Train Operator	4

- 13.5 The seniority standing of all Train Operators hired subsequent to May 31, 2008, is determined by their first day of hire in the classification of Train Operator, as stipulated in Letter Of Understanding #4 (May 2, 2008) Item 8.
- 13.6 The seniority standing of all Customer Service Ambassadors (CSAs) is determined by their first day of hire in the classification of Customer Service Ambassador.
- 13.7 The seniority standing of all Crew Dispatchers is determined by their first day of hire in the classification of Crew Dispatcher.
- 13.8 For the purposes of clarification, where the term “hire” is used in this article it refers to the first day an employee is entitled to remuneration.
- 13.9 For employees who have the same date of hire, their seniority ranking will be determined by way of a draw conducted in the presence of a union representative.
- 13.10 Where the collective agreement provides for employees to change classification, employees with the intention of moving permanently from one classification of service to another will establish their classification seniority according to the relevant articles of the collective agreement.
- 13.11 An employee’s service shall be continuous from the first day of hire.
- 13.12 The Seniority list will be revised every three (3) months and posted on designated bulletin boards and a copy of the seniority list will be forwarded to the union office.
- 13.13 A bargaining unit employee who accepts a position outside of the bargaining unit on a permanent basis and who maintains the payment of the equivalent of Union dues shall maintain but not accumulate seniority for a period of up to twelve (12) consecutive months. Should the employee wish to return to his/her previous classification prior to the end of the twelve (12) months or should the Company wish to return the employee to his/her previous classification, the employee may exercise seniority to bump a junior employee as per article 27.1 of the Collective Agreement or accept a

permanent vacancy based on his/her seniority. If the Company allows the employee to return after twelve (12) consecutive months, the employee shall continue with all his/her benefits as entitled under the unbroken service criteria, however, his/her seniority date shall be his/her re-entry date into the bargaining unit. Any exceptions must be agreed to between the parties.

13.14 A bargaining unit employee may accept a position outside of the bargaining unit on a temporary basis for a period of up to twelve (12) consecutive months. During such temporary assignment, the employee shall maintain the payment of dues and accumulate seniority. At the end of the temporary assignment, the employee shall return to his/her previous permanent position. Any exceptions must be agreed to between the parties.

14.0 TERMINATION OF EMPLOYMENT

14.1 Seniority rights shall cease and employment deemed terminated for any of the following reasons:

- a) If an employee voluntarily quits the employment of the Company;
- b) If an employee is discharged for just cause or if an employee overstays a leave of absence or remains away from work without permission for a period of more than three (3) consecutive working days and such employee is not reinstated pursuant to the provisions of the collective agreement;
- c) If an employee fails to report for work in accordance with a notice of recall, or within fourteen (14) working days after registered mailing date of such notice, whichever is later;

15.0 BASIC DAY

15.1 Eight hours or less shall constitute a basic day for which no less than 8 hours pay will be paid at the applicable rate.

16.0 WEEKLY GUARANTEE

16.1 A work week is guaranteed to consist of not less than 40 hours pay at the applicable classification rate, with not less than 2 consecutive days off.

16.2 Absences for the following reasons will not reduce the weekly guarantee:

1. Attending Court in accordance with the collective agreement (Article 37)
2. Bereavement Leave (Article 37)
3. Jury duty (Article 38)

4. Periodic rules when required by the Company (Article 43)
 5. Inquests (Article 38)
 6. Periodic Medicals when required by the Company (Article 42)
 7. Investigations, where wages are paid. (Article 9)
 8. Company required meetings. (Article 43)
 9. Mandatory Time Off Duty, caused by operational requirements (Article 36)
- 16.3 Payments for the previous list, unless paid under Article 18.2(b), will be used in the calculation of the weekly guarantee and in the calculation of weekly overtime.
- 16.4 Each time an employee absents themselves from a complete work day, the weekly guarantee will be reduced 8 hours pay at the applicable classification rate.

17.0 CLASSIFICATIONS AND WAGE RATES

17.1

	3%	2%	2%	2%	2.75%
	2013	2014	2015	2016	2017
Train Operator A	\$44.96	\$45.86	\$46.78	\$47.71	\$49.02
Train Operator B	\$36.72	\$37.45	\$38.20	\$38.97	\$40.04
Train Operator C	\$29.69	\$30.29	\$30.89	\$31.51	\$32.38
Train Operator D	\$26.18	\$26.71	\$27.24	\$27.79	\$28.55
Crew Dispatcher 1*	\$26.03	\$26.55	\$27.08	\$27.62	\$28.38
Crew Dispatcher 2**	\$25.47	\$25.98	\$26.50	\$27.03	\$27.77
Customer Service Ambassador 1*	\$23.48	\$23.95	\$24.43	\$24.92	\$25.61
Customer Service Ambassador 2**	\$21.82	\$22.25	\$22.70	\$23.15	\$23.79

A: Fully Qualified Train Operator

B: Train Operator (not yet fully qualified), after 365 days from either the date they commenced Train Operator Training or the date the employee was initially promoted to the classification of Train Operator.

C: Train Operator (not yet fully qualified), after the completion of the probationary period (Customer Service Ambassador promoted to Train Operator begins here)

Note: Starting rate in this classification for any employee promoted to TO.

D: Newly hired Train Operator (not yet fully qualified), probationary rate.

1: After completion of the probationary period*

2: Newly hired employee (not yet fully qualified), probationary rate**

Employees will receive an hourly Shift Premium as outlined in the following table:

<u>Shift Premium</u>	<u>Per hour</u>
Evening	\$0.85
Night	\$0.95
Split	\$3.00
Day/WE	\$0.85
Evening/WE	\$0.95
Night/WE	\$1.50
Split/WE	\$3.50

Evening assignments are scheduled to start after 13:59, while Night assignments start after 19:29 and before 03:30. Only the starting time of the assignment will be used to determine the shift premium for the entire assignment.

18.0 OVERTIME

18.1 The beginning of the work week for the purpose of this agreement is 0001 Sunday.

18.2 One and one-half (1½) times the basic hourly rate shall be paid for all work performed:

(a) in excess of 40 hours in a work week (holidays and vacation days are considered hours worked for the purpose of calculation of overtime)

(b) assigned day off.

18.3 Employees called, and who report for overtime, will be paid time and one and one-half (1.5) times the rate of pay applicable to the service performed

with a minimum payment of four (4) hours. If the hours required exceed four (4) hours, they will be will paid time and one half (1.5) times the rate of pay applicable to service performed on a minute per minute basis but at no time will be paid less than a basic day.

- 18.4 Unless specifically stated in this collective agreement, all compensation paid to an employee shall be used in the calculation of overtime.

19.0 WORKPLACE DIGNITY AND RESPECT

The Company and the Union agree that a safe and respectful workplace requires full commitment of everyone from senior management to every maintenance and operations employee demonstrated on a daily basis. The full participation of all stakeholders is required to maintain the culture of a safe and respectful workplace. Everyone has a role to play in preventing workplace violence and harassment hazards. All workers are entitled to be treated with respect and dignity, without fear of violence, domestic violence and harassment.

Violence, domestic violence and harassment happen between individuals within labour and corporate organizations. Violence and harassment in any form are organizational issues that must be addressed. The Company and the Union agree to jointly support the development and administration of effective policies and programs that will support victims and hold perpetrators/offenders accountable. The organization is also committed to providing support to victims of domestic violence. A whole organizational approach is the most effective way to promote ongoing learning, development, and communication about workplace violence and harassment. Every worker has the right to be treated with respect and dignity at the workplace.

The Company and the Union agree to establish a Violence and Harassment Prevention Team with the authority and mandate to oversee Bombardier's initiatives to prevent and respond to violence, domestic violence, harassment, and to promote the standard of respect and dignity for every worker.

The Company and the Union agree to administer their responsibilities in this regard as outlined within Appendix 4 (the policy)

20.0 DUTY TO ACCOMMODATE

The Company and the Union recognize the legal obligations associated with the duty to accommodate and commit to accommodate bargaining unit employees as provided herein. All employee related legislation is considered as incorporated into the Collective Agreement.

The central purpose of the duty to accommodate in employment is to promote, within the bounds of reason, the ability of individuals to fairly and equally participate in the workplace through the elimination of the discriminatory effects of workplace standards. Accommodation is that which is needed in the circumstances to avoid discrimination and may require modification of job duties, work schedules, policies, procedures, equipment, or the workplace environment itself. It may also entail providing leaves of absence, training, transfers, and/or bundling of duties, among other things. The duty to accommodate is limited only by the standard of undue hardship, which is to be assessed on a case by case basis having regard to various factors.

Accommodation & Return to Work Committee

The Company will designate a Human Resources officer and the Union will designate the Division Legislative Representative (or alternate designate) as the contact person in each case and who are responsible to administer the Accommodation & Return to Work Policy and Program. In addition each party will designate one representative from the Maintenance Facility and Operations to complete the Joint Committee. Each additional Maintenance Facility will have corresponding Committee representatives. The associated costs are to be borne by the Company.

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Human Resources	Legislative Representative
Maintenance Supervisor	Maintenance Representative
Operations Supervisor	Operations Representative

Committee contact information will be posted in sufficient work locations so that every bargaining unit employee has full access to that information. The Accommodation & Return to Work Policy and Program will be equally posted and available to each bargaining unit employee upon request. A dedicated Bulletin Board will be used for this information as well as any associated information.

The process of Accommodation & Return to Work begins with the employee contacting the Company, which may be done through any one of the Committee representatives. The administration of the process will be determined as provided for within the Policy and Program.

At any part of the process, disputes must be thoroughly investigated and significant efforts made to resolve them in a timely manner. Unresolved disputes may be advanced within the grievance procedure through to arbitration, if necessary, for final and binding resolution.

21.0 PAY DAY

21.1 Employees shall be paid bi-weekly by electronic funds transfer, with a detailed Pay Record supplied at the same time.

21.2 The Pay Record for employees shall contain sufficient detail so that employees can determine correct payment has been made. (for example: regular pay, overtime, shift or other premiums, vacation pay, general holiday pay, etc.). Should an employee require more details than are contained in their pay record, they should contact their Supervisor.

21.3 Wages and any claims for compensation not allowed will be promptly denied and the employee provided a written explanation outlining the reason(s). When a portion of the wages or claim is denied, the undisputed portion is to be paid on the current payroll relative to that date. If the employee is not notified of the denial within thirty (30) days the full amount will be paid.

21.4 When an employee is short paid more than \$200.00 regular wages in one pay period, a payment will be made to cover the shortage within three (3) business days of an employee's request.

22.0 SPAREBOARD

22.1 The Company will maintain a guaranteed Spareboard (SB) in each classification of service. A Spareboard may be required to maintain a supply of spare employees at the TOB rate of pay to service the UP Express trains.

Note: Crew Dispatchers do not have a classification spareboard unless otherwise mutually agreed between the Company and the Union.

22.2 Employees on spareboards shall be entitled to all work to complete the crew consist where applicable.

22.3 Except in the application of the following conditions, SB employees will be called on a first in first out basis:

1. clause 22.1 second sentence
2. clause 22.12 *
3. clause 22.16
4. Article 36

* only to the extent to ensure a fully qualified Train Operator is utilized along with the first out TOA

22.4 SB assignments (employees) will be guaranteed a minimum of 40 hours pay per week.

22.5 Spareboard employees are on call for a period not to exceed twelve (12) hours daily. The twelve hour periods are: a Day Board (00:01 to 12:00) and an evening board (12:01 to 23:59). Each employee is entitled to a three hour call.

22.6 Each Spareboard assignment (employee) will have two (2) consecutive assigned days off.

22.7 The parameters of the SB assignments are for the sole purpose of determining when a SB employee is subject to duty and are as follows:

- i) Considering a three hour call, those SB employees assigned to the Day Board are only required to take a call between 2100 and 0900, provided the assigned tour of duty commenced after 0001 or before 1200.*

*A SB employee may be compelled to take a call after 0900 provided the assignment starts before 12 (noon)

- ii) Considering a three hour call, those SB employees assigned to the Evening Board are only required to take a call between 0900 and 2100, provided the assigned tour of duty commenced after 1200 or before 2359.*

*A SB employee may be compelled to take a call after 2100 provided the assignment starts before 2359 (midnight)

22.8 SB employees called for assignments comprised of two tours of duty, and are ordered for the first tour of duty of the split assignment, unless otherwise advised, the SB employee will be required to complete both tours of duty of the split assignment. If however, a SB employee is initially called for the second tour of duty in the split assignment, that SB employee will only be required to complete the second tour of duty of the split assignment for which he/she is called.

- 22.9 SB employees cannot be compelled to accept a call outside of their assignment parameters. However, a SB employee who elects to accept a call for a tour of duty outside of their assignment parameters will be compensated in accordance with Article 18.2 (b) for the entire assignment for which he/she is called. The payment for the entire assignment will be over and above any applicable assignment guarantee and shall not make up the calculation toward the 40 hour weekly guarantee.
- 22.10 SB employees are expected to protect work throughout their five (5) day work week, (5 days 12 hours per day) within their individual spareboards.
- 22.11 A SB employee who is unavailable will be deducted 1/5th (eight hours) of their weekly guarantee. A SB employee shall not be monetarily penalized more than once during the spareboard assignment's twelve (12) hour period. If in the case of operational requirements the SB employee who is unable to protect an assignment is used in the same day, his/her guarantee will not be reduced.
- 22.12 If a spareboard TOA employee stands to be called for an assignment operating on a territory for which he/she is not sufficiently familiarized, the call shall be given to the next familiarized spareboard TOA employee. The company will send out the unfamiliarized employee with the employee called out of turn for familiarization purposes. Article 32.1 or Article 32.3 applies. If the Company is unable to send the first out employee for familiarization the employee called out of turn will be paid a four (4) hour claim in addition to the assignment worked. The employee's four (4) hour claim will not be used in the calculation of the weekly guarantee and weekly overtime.
- 22.13 All employees whether assigned to a spareboard or otherwise, called to protect an outpost assignment will be governed as follows:
- i) Travelling compensation as itemized in Article 28.1 at the specific classification's applicable rate will be paid each way to protect the outpost assignment
 - ii) If the SB employee must protect the outpost assignment for more than one day, travelling compensation as itemized Article 28.1 at the specific classification's applicable rate will be paid in each direction on a daily basis for each day the employee is required to protect the outpost assignment.
- 22.14 All Spareboard employees will establish their turn on the SB as follows:
- i) At the time they are off duty. When more than one SB employee has the same off duty time, the employee's relative standing at the time last called will be used to determine the order of placement.
 - ii) When displaced from a regular or temporary assignment, they will be placed on the SB in the position relative to their previous time off duty.

- iii) When booking OK for duty after leave or sick, they will be placed at the top of the SB.
- iv) After a General Ad, in seniority order.
- v) Following their regularly scheduled days off they will be added below the SB employees on the board at that time. The SB employees returning from their days off will be placed in the same order relative to their position on the SB prior to their days off.
- vi) A SB employee that is unable to protect a shift will be placed at the top of their respective SB for the next day.
- vii) Unless alternate arrangements have been made, spareboard employees returning from annual vacation will be automatically placed last up on the spareboard.
- viii) Any other situation not provided for, placement will be made by mutual agreement between the designated officer of the Company and the Local Chairman.

22.15 If the next day's call is known a SB employee may accept his/her call in either of the following manners:

- i) upon completion of their previous tour of duty or the evening prior to their next tour of duty

or

- ii) a 3 hour call prior to their tour of duty

A SB employee must inform the Crew Dispatcher how they wish to accept their call when going off duty after completing the day's assignment.

22.16 A spareboard employee is not compelled to report for duty less than eight hours after his/her off duty time on the last tour of duty of the previous day's assignment. In the case of outposts, to determine when a spareboard employee can report for the next day's assignment, SB employees returning to the spareboard from protecting an outpost assignment will add the travelling time periods as itemized in Article 28.1 to the off duty time of the outpost assignment. Any application of this article will not result in a reduction of the SB employee's weekly guarantee. Employees when called from the spareboard to report for duty with less than 8 hours rest between off duty time of an assignment and the on duty time of the next assignment will be paid one and one half (1.5) times the basic hourly rate.

- 22.17 Unless a SB employee elects to take a call as per Clause 22.15 (i), he/she will be called three (3) hours in advance of the required reporting time. Employees will provide the Company a primary phone number where they can be reached. A secondary contact number may be supplied as well. Two (2) calls will be made to the employee who is required to report for duty. If the Company is supplied with more than one contact number, one call will be made to the employee's primary contact number followed by a call to the employee's secondary contact number. If the Company is supplied with only one contact number, two calls will be made to the employee's contact number. Should an employee have an answering machine a message will be left. If no response is received after the final call it will be considered a missed call and the next employee will be called.
- 22.18 An employee who misses a call as per Clause 22.17 will be subject to the conditions of Clause 22.11 as well as removed from the calling protocol for the remainder of the day. Said employee will automatically be placed 'first up' on the Spareboard the following day. If more than one (1) employee misses a call they will be placed on the Spareboard the following day 'first up' in the order they were called.
- 22.19 A spareboard employee can only be called to provide relief in a different classification of service under the following conditions:
- i) If there are no spareboard employees available within the classification of the call.
 - ii) If there are no standby employees available within the classification of the call.

If a standby employee within the classification of the call is used, the spareboard employee of a different classification if required will be used to provide relief on the standby assignment. In the application of this article, Article 23.0 applies.

23.0 TEMPORARILY CHANGING CLASSIFICATIONS

Where the Company temporarily assigns an employee to perform the duties of a classification with a higher wage rate, the employee shall be paid in accordance with the applicable rate of the classification to which he/she is temporarily assigned for the period of day's assignment. Should the employee be required to perform the duties of a lower rated classification, he/she shall maintain his/her current normal classification rate.

24.0 EXTRA WORK

- 24.1 Employees will be given preference for extra work if they have made themselves available on the Extra Work list in accordance with clause 24.2 below.
- 24.2 Employees will inform the Crew Dispatchers in writing on the prescribed form of their desire to be called for extra work from the Extra Work List.
- 24.3 A separate list of employees who desire to be called for extra work will be maintained in each of the following classifications:

- (i) Train Operator
- (ii) Customer Service Ambassador

- 24.4 Employees will be called for extra work on a rotating basis, such that an employee who is first up on the Extra Work List will receive the first call available, the employee second up, the second call, etc.

Calls for known ad hoc work will not be assigned to employees on the Extra Work List more than twenty-four (24) hours in advance of the on-duty time of the ad-hoc vacancy.

- 24.5 Employees who miss or refuse a call, when the original notification of a call was given to the employee over three (3) hours before the on-duty time, will be held off the Extra Work List until the end of the operational day (03:00), and then subsequently placed at the bottom of the Extra Work List. A missed call (when time permits) will be defined as follows:

- (i) An employee is called, a voice mail left, and the call is not returned within 15 minutes

OR

- (ii) A message is left for an employee while on duty and it is not returned within 30 minutes after the off duty time of his/her regular tour of duty.

Note: It is the responsibility of employees on the Extra Work List to be available for a call to ensure a call is not missed.

- 24.6 If between the General Ads as stated in Article 25 clause 25.1, an employee misses or refuses three (3) calls for three (3) separate assignments as described in clause 24.5, they will be removed from the Extra Work List. Employees who are removed as outlined in this clause will not be allowed to return to the Extra Work List until after the next General Ad as stated in Article 25 clause 25.1.

- 24.7 When an employee removes themselves from the Extra Work List, they must remain off the Extra Work List for no less than seven (7) calendar days. When, after seven (7) calendar days, and the employee has complied with clause 24.2, they will be placed at the bottom of the Extra Work List.

EXTRA WORK- SPECIAL SCHEDULES

- 24.8 A special schedule sign-up list and notice will be posted as soon as a special schedule is confirmed. Every effort will be made to provide at least two (2) weeks advance notice.
- 24.9 A special schedule notice will include the date it is posted and the date and time the special schedule bid will close. Employees who decline the special scheduled train after awarded a job will be considered to have refused a call as per clause 24.5, and be subject to the provisions of clause 24.6.
- 24.10 Employees desiring to work a special scheduled train will put their name, preferred extra assignment information and calling information in the appropriate places provided on the sign-up list.
- 24.11 For special scheduled trains, the seniority of the employee on the sign-up list will determine an employee's daily placement on the special scheduled train.
- 24.12 An employee's placement(s) on a special scheduled train(s) will be posted not less than four (4) days in advance of the date the special schedule is to commence.
- 24.13 Employees working a special scheduled train, who are on the Extra Work List, will have their names removed from the Extra Work List on the day(s) they are actually working the special scheduled train. The aforementioned employees will be placed on the bottom of the Extra Work List in the order they are off duty of the last special scheduled train they worked. If two or more employees are off duty at the same time, seniority (senior first etc.) will determine the order of placement on the Extra Work List.

25.0 POSTING POSITIONS

- 25.1 In the application of this article, there will be two (2) General Ad bulletins per year, one (1) in April and one (1) in October. All positions in a General Ad will be declared as permanent vacancies and bulletined as such, no later than three (3) weeks in advance of the date they are to be awarded. The General Ad Bid will be closed and run at 1201 on the Tuesday (in place of the weekly

PV bid) before the last work week commencing in April or October. Article 26, Clauses 26.15, 26.16 and 26.17 apply.

25.2 Using the description and times last established at the most recent general ad as the standard, assignments modified between general ads must be abolished and re-advertised when one or any combination of the following conditions apply:

- i) when the compensated time of an assignment changes by more than 30 minutes
- ii) when the hour and minute that an assignment starts and the hour and minute that an assignment finishes accrue to more than 60 minutes

Note: in the case of a split shift the start time will be considered the start of the 'A' portion of the assignment and the finishing time will be the end of the 'B' portion of the assignment

- i) any change to the on/off duty locations
- ii) any change in the days off

Note: When changes are made to the assignment more than once during the period between General Ads, the total changes made will be used to determine if the assignment needs to be re-advertised.

25.3 In the event a new assignment(s) is created or when an assignment as defined in Article 25.2, is required to be abolished and re-advertised, the Company must post the notice of abolishment and re-advertise the assignment(s) as per Article 26, Clause 26.12. The new assignment will be included in the last PV Bid before the new assignment is to commence.

26.0 FILLING OF VACANCIES

Ad-Hoc Vacancy (See Definition Article 4, Clause 4.10)

Calling Protocol

26.1 The following calling protocol must be followed for each assignment:

- 1) Spareboard inside window
- 2) Extra Board (On Days Off)
- 3) Spareboard outside window
- 4) Auxiliary board
- 5) Employee (not on Extra Board) on days off

Note: Standby employees will be used at the Company's discretion.

Clause 26.1, may be set aside in the event of an operational situation that could not be foreseen. i.e. late employee, sudden illness, etc.

In application of the above clause 26.1, (1-3), the UPE Train Operator position at the TOB rate of pay will be filled by a train operator who has yet to be fully qualified. In the event that a fully qualified train operator must be used they will be paid no less than their TOA rate of pay

Temporary Vacancy (TV) (See Definition Article 4, Clause 4.11)

26.2 TVs will be available to CSAs and Train Operators on a weekly basis with the following exceptions:

1. Casual employees working under the conditions of the Auxiliary Board MOA.
2. Employees involved in Training as per Art. 31.
3. Unless specified in the job descriptions, spareboard positions will not be available as TVs.

26.3 Employees who desire to work a TV will be governed in the following manner:

1. Employees will submit bids using the OBS Temporary Vacancy Bid form. TVs caused by AV can be viewed in advance on the OBS (See Definition Article 4, Clause 4.25) Annual Vacation page.

Note: TVs that cannot be forecast, such as TVs caused by employees moving to different assignments as a result of the weekly TV bid, will be available but obviously cannot be viewed in advance.

2. Employees who choose to work TVs will list the TVs they desire in order of preference. The inclusion of a TV on the Temporary Vacancy Bid form will be considered the employee's consent to work the TV they have listed.
3. The senior applicants will be placed on the TV beginning on the first day of the work week after the weekly TV bid.
4. TVs will be filled in increments of one (1) work week.
5. The weekly TV Bid will be run at 12:01 every Wednesday. Weekly placements will commence on Sunday of the following work week.
6. Employees who choose not to bid TVs must ensure their Temporary Vacancy Bid form is blank.

7. Employee's who elect to move around on a weekly basis, may modify their temporary vacancy bid at any time prior to 12:01 on Wednesday when the weekly TV placement is run.
8. All employees affected by the TV bid, except spare board employees forced under Clause 26.4, will be notified by email. Notification will be sent no later than 23:59 every Wednesday, indicating their assignment placement for the following work week. Employees must reply as per instructions contained in the email body to confirm receipt and to acknowledge confirmation of their assignment placement.
9. Absent employees who return to work following the weekly TV bid will be placed on the spare board until the TV bid prior to their return is fulfilled. This clause does not apply to employees returning to work immediately following scheduled AV.

26.4 Following the weekly TV bid, any unclaimed TV will be filled by the junior qualified spareboard employee. The junior qualified spareboard employee will be forced to the unclaimed TV beginning the first day of the work week.

26.5 A spareboard employee forced under the conditions of Clause 26.4, will remain on the TV for the entire work week.

26.6 In the application of Clause 26.4, when more than one (1) TV is filled, seniority will govern placement at the time of notification.

Note: In application of the above clauses 26.4, 26.5 and 26.6, the UPE Train Operator position at the TOB rate of pay will be filled by a train operator who has yet to be fully qualified. In the event that a fully qualified train operator must be used they will be paid no less than their TOA rate of pay.

Permanent Vacancy (PV) (See Definitions Article 4, Clause 4.12)

26.7 All positions will be considered as permanent vacancies at every General Change of Assignments.

26.8 At each General Change of Assignments, each active employee must submit a General Ad bid on the OBS. All positions will be awarded in classification seniority order.

Note: See letter of understanding #2.

26.9 Should an active employee have insufficient seniority to be placed on any of the positions submitted on their General Ad Bid form, or have insufficient bids to facilitate placement, she/he will be placed on the unclaimed assignment. In the application of this clause, when more than one (1) employee has insufficient bids, seniority will govern placement.

26.10 A permanent vacancy occurs between a General Change of Assignments under the following conditions:

- i) the creation of a new assignment(s), or a new position(s),
or
- ii) a vacancy resulting from an employee not returning to their assignment for, but not limited to, the following reasons:
 - a) moving to another PV.
 - b) moving to another classification of service.
 - c) moving into training.
 - d) illness, injury or any other absence other than AV determined to extend beyond the next General Ad in either October or April.
 - e) taking a non-bargaining unit position within the Company.
 - f) taking a full time union position.
 - g) leaving the service of the company.

26.11 Employees will submit bids using the OBS Permanent Vacancy Bid form to facilitate movement to a preferred permanent vacancy and/or list desired positions in preferential order should the employee be displaced.

The Permanent Vacancy bid should be completed as follows:

1. List desired assignments in order of preference.
2. When it can be confirmed what position is awarded, determine the preference of the assignment currently occupied. The OBS will understand:
 - Any assignments listed above the current permanent assignment occupied by the employee will be considered preferred work.
 - Any assignments listed below the current permanent assignment occupied by the employee will be deemed to be less preferable than the current permanent assignment occupied.
 - The absence of the employee's current permanent assignment on the form will indicate that any/all jobs listed are more preferred.

3. Place the current permanent assignment currently occupied in the appropriate position on PV Bid form to reflect the above clause. The OBS will:
 - Award the senior applicant the first available PV listed above the assignment currently occupied.
 - Place a displaced employee in the first position listed on the PV Bid form as per seniority.

26.12 A new assignment(s) will be advertised by a bulletin posted for not less than three (3) weeks in advance of the date a new assignment(s) is to commence.

26.13 If necessary, a new assignment will be filled either in accordance with Clause 26.1 (1–5), or Clause 26.4 and Clause 26.5 as required, until the posting process has complied with the requirements of Clause 26.12.

26.14 A PV Bid will be run at 12:01 every Tuesday.

26.15 The employee's PV Bid form will be considered to be an employee's consent to be placed on their new assignment.

26.16 All employees affected by a PV Bid will be notified by email. Notification will be sent no later than 23:59 on Tuesday following a PV Bid. The notification will indicate the employee's assignment placement for the following work week. Employees must reply as per instructions contained in the email body to confirm receipt and to acknowledge confirmation of their assignment placement.

26.17 An employee displaced, having insufficient bids will be automatically placed on the unclaimed assignment.

In the application of this clause, when more than one (1) employee has insufficient bids, seniority will govern placement at the time of notification.

Note: Each employee is responsible to keep their Permanent Vacancy Bid form updated at all times. The employee is strongly advised their form should contain sufficient bids to ensure placement. This responsibility also applies when an employee is absent during the advertising of new assignments as per clause 26.12. All abolishment and re-advertisement of assignments will be posted on the OBS.

27.0 DISPLACEMENT

27.1 Employees may exercise their seniority and displace a junior employee from an assignment under any of the following conditions:

- i) they are absent during the entire period of time during which a General Advertisement of Assignments is posted
- ii) their permanent position is abolished (this includes any reduction modification to a spare board assignment)
- iii) change of classification either as a result of a set back, or the application of Article 31.8\
- iv) , 13.13 or 13.14.
- v) returning to assigned service after the completion of training
- vi) A fully qualified Train Operator can displace between General Ads to facilitate more assignments becoming compliant with Article 12, clause 12.1(1).
- vii) they are displaced from their permanent position by a senior employee
- viii) They are returning to service after being off for a length of time sufficient to cause their permanent position to become available in the weekly PV bid.

27.2 Each employee entering the workforce as per Article 27, clause 27.1, will be governed by the provisions of Article 26, clause 26.11.

28.0 OUTPOSTS

28.1 When an employee is called to protect an assignment away from their designated on duty location the employee will be compensated each day at their classification's applicable rate as follows:

- (a) Between Willowbrook and Barrie – 1.5 hours each way
- (b) Between Willowbrook and Stouffville – 1.5 hours each way
- (c) Between Willowbrook and Hamilton – 1.5 hours each way
- (d) Between Willowbrook and Kitchener – 1.5 hours each way

28.2 The above also applies where the Company requires that an employee from a regular assignment work an assignment at other than their normal designated on duty location.

28.3 Unless a new spareboard location is created, a spareboard employee's designated on-duty location is Willowbrook.

28.4 All travelling compensation will be over and above any applicable weekly or bi-weekly guarantees.

Note: The Company and Union will meet to determine travelling compensation to any future outpost or other locations.

29.0 TRAVELLING EXPENSE

29.1 When an employee is required to work away from their designated on duty location or is require to attend a Company meeting away from their designated on duty location, the Company will determine whether they will provide transportation or whether they will reimburse the employee for the necessary cost of transportation. If an employee uses their personal automobile, the Company shall reimburse the employee at the rate of forty-five (\$0.45 per kilometer) for the kilometers traveled via the most direct highway route each way for each day travelled between the employee's designated on duty location and the location the employee is required to travel.

30.0 ACCOMMODATION

30.1 Each Bombardier employee covered by this Collective Agreement working an outpost assignment will be provided a single occupancy room, either in a rest house or a hotel.

30.2 The rest house will be an air conditioned facility complete with sleeping, dining, kitchen, lounging, washroom including showers and toilets and drying room facilities as well as a general locker for storage of clothing, individual food storage lockers, fire exits and alarm systems. Single occupancy bedrooms, with a floor area of eighty (80) square feet, equipped with a mirror, bedside table, chair, electrical outlet, clothes hanging facilities, adequate lighting, opaque window blinds, will be provided. Beds will be of standard single size with spring-filled mattress, linen shall be changed after each occupancy and blankets changed at regular intervals. Kitchen facilities will include refrigerator, adequate cooking stove and oven facilities, utensils, dishes, soap, towels and power ventilator. The rest house will be maintained in a clean and sanitary manner by personnel other than Bombardier employees covered by this Collective Agreement. Bombardier employees covered by this Collective Agreement will cooperate in keeping the rest house in a clean and orderly condition. Bombardier employees covered by this Collective Agreement using cooking utensils and dishes will be responsible for leaving same in a clean condition. The rest house will be located in a quiet area convenient to the point where Bombardier employees covered by this Collective Agreement usually report on and off duty.

- 30.3 The Company may elect to provide suitable private sleeping accommodation in a hotel or motel located convenient to the point where Bombardier employees covered by this Collective Agreement regularly go on and off duty. If the parties fail to agree on the suitability of the accommodation, the disagreement will be submitted to arbitration. Where such accommodation is used other than on a temporary basis, cooking and eating facilities will be provided.
- 30.4 The Company will be responsible to provide transportation from the on/off duty point to the place of rest and return.

31.0 TRAINING

Certified Train Operator Trainers

- 31.1 Train Operator candidates in GO commuter train service, will be provided on the job training by qualified bargaining unit Train Operators who meet the qualifications and standards for training/mentoring as Train Operators in GO commuter train service. The criteria for trainers will be established by the Company and/or Transport Canada
- 31.2 Assigning a Train Operator candidate to a fully qualified bargaining unit Train Operator for training will be solely at the Company's discretion. Each qualified trainer will be paid a training premium during the time period they are assigned a Train Operator candidate for throttle training and they provide the actual training.
- 31.3 The assignment of trainees to trainers will be in weekly increments. In the event a trainee is removed by action of the Company from a specifically assigned trainer after the commencement of the work week, that trainer will continue to be entitled to the training premium for the balance of said work week.
- 31.4 The Company and Union shall agree to meet at regular intervals to discuss issues relating to the Train Operator Training Program i.e. training progress, future initiatives, staff needs, etc.
- 31.5 Train Operator Trainers and Trainees shall meet at the end of their shift to debrief and fill out the necessary evaluation forms. The end of shift debrief between the Train Operator and Trainee should take place within the normally scheduled shift and should there not be adequate time during the normal shift, guidance should be sought from the Supervisor on duty.

Customer Service Ambassador to Train Operator

- 31.6 In order to provide an opportunity for Customer Service Ambassadors to become Train Operators and to ensure that their seniority as such is protected from being eroded by the future hiring of qualified train operators outside of the present workforce, the following will apply:

- i) A CSA who has successfully completed Train Operator training, will establish seniority on the Train Operator's seniority list ahead of fully qualified train operators hired subsequent to said CSA's date of hire.
- ii) When it is determined that a Train Operator training class is required, CSA's will be canvassed in seniority order to identify those who desire to become a Train Operator.
- iii) A CSA who indicates a desire to be trained will be required to successfully complete any related testing and required medical fitness standards as established by the Company.
- iv) If an applicant is not selected they will be advised in writing, the reason thereof. Upon completion of the Train Operator training course successful candidates will have their seniority permanently placed on the Train Operator's seniority list in the order of which they began the training.

Failure to Qualify

- 31.7 It is agreed that the Company will extend unqualified Train Operators every opportunity to successfully complete their training and become fully qualified Train Operators in GO commuter train service.
- 31.8 Customer Service Ambassadors who fail to qualify for the position of Train Operator will return to their previous position of CSA without loss of their classification seniority as a CSA.
- 31.9 Customer Service Ambassadors, who accept and begin working in the position of Train Operator and decide of their own accord to withdraw from the training program, may return to a CSA position. Their name will be deleted from the CSA classification seniority list. The employee returning to a CSA position under these circumstances will be added to the bottom of the CSA classification seniority list and consequently accrue seniority upon the first day of their return to the position of CSA.
- 31.10 A Train Operator not previously employed by Bombardier and who fails to qualify as a qualified Train Operator or employed as a CSA prior to attempting to certify as a qualified train operator, he/she will be given a second and final opportunity to qualify as a qualified train operator. If unsuccessful in their second and final attempt to qualify, the employee will retain their employment as a CSA under the following conditions:
 - i) If an employee fails to certify as a qualified Train Operator, and elects to move into the position of CSA, he/she will be placed on the CSA seniority list on the date they begin service or training as a CSA.

- ii) The employee accepting a position as a CSA accepts the conditions of employment associated with the position of a CSA including remuneration.

32.0 TRAINING PREMIUMS

- 32.1 When training a throttle trainee or a fully qualified Train Operator during familiarization, Train Operators will be compensated \$4.50 per hour training premium, which will be excluded in the calculation of overtime.
- 32.2 In the application of Article 32.1, where there are two fully qualified Train Operators in the operating crew, unless otherwise mutually agreed, the senior Train Operator in the Crew will receive the training premium.
- 32.3 When in the OJT period of a new Train Operator, Train Operators will be compensated \$4.00 per hour training premium, which will be excluded in the calculation of overtime.
- 32.4 In the application of Article 32.3, where there is only one fully qualified Train Operator in the operating crew, unless otherwise mutually agreed, the Train Operator not yet fully qualified in the Crew, will attend to the new Train Operator and receive the training premium.
- 32.5 In the application of Article 32.3, where there are two fully qualified Train Operators in the operating crew, unless otherwise mutually agreed, the Train Operator in the crew not operating the train and attending to the new Train Operator will receive the training premium.
- 32.6 CSAs acting as OJT trainers to new hires will be compensated \$2.00 per hour training premium, which will be excluded in the calculation of overtime.
- 32.7 The applicable clauses of this Article apply to employees on familiarization trips or fulfilling conditions of discipline. This would only apply in the initial familiarization and not the re-familiarization of the various routes in the future.

33.0 SETBACK

- 33.1 Periodically it may be necessary to reduce the number of Train Operators and/or Customer Service Ambassadors.
- 33.2 Train Operators who previously held a permanent position as a CSA, will be temporarily setback to CSA positions.

- 33.3 A Train Operator whose position is reduced, which had not previously held a position in the classification of CSA, will either be trained as a CSA and temporarily setback or laid off, as determined by the Company.
- 33.4 When a setback is necessary, junior Train Operators shall be setback to the positions of CSA in reverse order of their Train Operator seniority. The Company shall give as much notice as possible of a setback. In any event, employees will be given a minimum of seven (7) advance calendar days' notice of setback.
- 33.5 If there is less than a seven (7) calendar day notice, each Train Operator setback will receive the equivalent of the Train Operator's rate of pay in lieu of such notice.
- 33.6 During the period they are setback, a Train Operator setback to the CSA position, provided they are performing the duties of the CSA, will be considered a non-rules qualified employee and remuneration will be as per Article 17.1, Customer Service Ambassador 1.
- 33.7 A Train Operator temporarily setback to the CSA classification will take the position on the CSA classification seniority list they held before becoming a Train Operator. Article 27.1 will apply.
- 33.8 If it is determined by the Company that no lay off will take place, a Train Operator who had not previously held a position in the classification of CSA is reduced to the CSA classification, he/she will be placed on the bottom of the CSA classification seniority list. If more than one Train Operator outlined in this clause is placed on the bottom of the CSA's seniority list it will be in the same seniority order held as a Train Operator.
- 33.9 A rules qualified CSA, working as such, may only be called as a Train Operator under the following conditions:
- i) there are no spare Train Operators available
 - ii) there are no Train Operators available on the extra board
- If it can be determined that a Train Operator was available for duty and was not properly called, he/she will be entitled to all wages the Train Operator would have earned had they been properly called for the assignment for which the rules qualified CSA was improperly called.

34.0 LAYOFF AND RECALL

- 34.1 Whenever it becomes necessary to decrease the working force, probationary employees will be the first laid off in the affected classification. If further layoffs are necessary, the employee with the least amount of bargaining unit seniority in the classification shall be laid off, provided those remaining employees with more seniority are able to do the work available. Any layoffs will be in accordance with the legislative requirements.

- 34.2 Employees to be laid off may bump a junior employee in another classification providing they have the current skills, ability, job knowledge and requisite credentials in order to do the work. Any employee who exercises bumping rights to another classification will be deemed to have classification seniority based on bargaining unit seniority.
- 34.3 Employees who have been laid off in accordance with the above provisions will be returned to the classification from which they were laid off in order of bargaining unit seniority, provided they are able to do the work available. Upon return to the classification from which they were laid off, they shall be credited with classification seniority as it was.

35.0 CALLED AND CANCELLED

- 35.1 When employees are called and subsequently cancelled before they arrive at their on-duty location, they will be compensated two (2) hours pay at their classification's applicable rate of pay.
- 35.2 When employees are called and subsequently cancelled after they arrive at their on-duty location, they will receive the basic day. The services of the employee may be utilized up the extent of the basic day.

36.0 MANDATORY TIME OFF DUTY

- 36.1 In the event an operating employee is subject to mandatory time off duty, and they miss work as a result, they will be made whole for all lost wages and will not be considered as absent under any guarantees. The Operating employee may be required to resume their regular assignment upon fulfilling their mandatory time off duty requirements.

37.0 BEREAVEMENT LEAVE

- 37.1 Employees who have completed their probation shall be entitled to the following bereavement leave:
- 37.2 In the event of a death of an employee's spouse or child, employees shall receive paid bereavement leave to a maximum of five (5) consecutive working days following the death.
- 37.3 In the event of a death of an employee's immediate relative (father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepmother, stepfather, stepbrother, stepsister), employees shall receive paid bereavement leave to a maximum of three (3) consecutive working days one of which must be the day of the funeral.

38.0 JURY DUTY

- 38.1 An employee who is summoned or who serves on jury duty and is required to lose time from his assignment shall be paid the difference between the amount paid by the Court for such jury service and the amount of his regular base rate of wages for his regular tour of duty he would have otherwise worked, not including, reimbursement from the Courts for meals, lodging or transportation. If jury duty falls during a period of the employee's annual vacation, then the employee will have his vacation rescheduled to a time that is mutually agreeable to the Company and the employee.
- 38.2 An employee must furnish the Company with a statement from the Court of the jury allowance paid by the Court and the days on which jury duty was performed.
- 38.3 When attending Court as a witness for the Company or a medical examiner's inquest in cases where the Company is involved, or if he is subpoenaed by the Crown or Government agencies in cases where the Company is involved, an employee shall receive pay for all time lost at his regular base rate of wages, or if the appearance falls on a rest day, he shall be paid actual time in attendance with a minimum of eight (8) hours. This Article applies to an employee who is party to a civil suit brought against him while performing duties on behalf of the Company. This Article does not apply if the employee is under criminal investigation. The Company shall be entitled to a certificate for witness fees in all cases.

39.0 RECOGNIZED HOLIDAYS

- 39.1 Upon hire, all employees who qualify shall be entitled to ten (10) recognized holidays. GO Transit may adjust their published service schedule and reduce regular service on a day subsequent to the actual day of the recognized Holiday.

An employee who has completed their probationary period shall be entitled to an additional two (2) days to be taken as floaters.

Currently the fixed holidays are:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- 39.2 If the Governor General or the Lieutenant-Governor of Ontario proclaims an additional general holiday during the term of this agreement for the employees covered by this agreement which compels the observance of this

holiday over and above the agreed number of holidays indicated above, this Article will be amended to provide for such additional paid holiday.

39.3 An employee who qualifies in accordance with the provisions of this agreement shall be granted a holiday with pay as follows:

- a) Employees who are normally assigned to work on the day a general holiday is observed and who are not required to work, shall be paid equivalent to the wages the employee would have earned had they worked, no less than the basic day. Hours apply to the weekly guarantee and to the calculation of weekly overtime.
- b) Employees who are normally assigned to work on the day a general holiday is observed and who are required to work, shall be paid in addition to the pay provided in Article 39.3 (a), at a rate equal to one and one-half the employee's regular rate of wages for actual hours worked by the employee on that holiday, no less than the basic day; or at the employee's option shall be paid at a rate equal to one and one-half the employee's regular rate of wages for actual hours worked by the employee on that holiday, no less than the basic day, and be given another day off with pay at a mutually agreed to time. Straight time hours apply to the weekly guarantee and a maximum of eight (8) hours to the calculation of weekly overtime.
- c) Employees whose vacation period coincides with any of the general holidays specified in Article 39.1 shall receive an extra day's vacation with pay added to that vacation schedule, or at the employees option be given another day off with pay at a mutually agreed to time. Alternatively, the employee may elect to receive payment in the form a basic day at their straight time classification rate of pay as determined by their last day worked prior to that annual vacation
- d) Employees whose scheduled day off coincides with any of the general holidays specified in Article 39.1 shall be given a scheduled workday off with pay at a mutually agreed to time. Alternatively, the employee may elect to receive payment in the form of a basic day at their straight time classification rate of pay as determined by their last day worked prior to that General Holiday. These straight time hours are used in the calculation of weekly overtime and are over and above any guarantees.

Note: In the application of this clause 39.3 (d), GO Transit may adjust their published service schedule and reduce regular service on a day subsequent to the actual day of the recognized Holiday. In those circumstances, employees whose scheduled day off coincides with any of the General Holidays specified in Article 39.1, and whose regular

assignment does not work on the adjusted schedule day, shall be given that scheduled workday off with pay.

- 39.4 Spareboard employees who are normally assigned to protect work on the day a general holiday is observed and who are relieved from protecting work will be provided the day off with pay in the form of a basic day at their straight time classification rate of pay. Hours apply to the weekly guarantee and to the calculation of weekly overtime.
- 39.5 Spareboard employees who are assigned to protect work on the day a general holiday is observed and who are not called to work, will be provided a day off with pay in the form a basic day at their straight time classification rate of pay. Hours apply to the weekly guarantee and to the calculation of weekly overtime.
- 39.6 Spareboard employees who are assigned to protect work on the day a general holiday is observed and who are called to work, will be governed by Article 39.3 (b). Straight time hours apply to the weekly guarantee and a maximum of eight (8) hours to the calculation of weekly overtime.
- 39.7 In order to qualify for such recognized holidays, except as provided for in Article 39.8, an employee:
- (a) Must have worked the last regular scheduled shift before and the first regular scheduled shift immediately following the observed holiday and/or any designated lieu day, unless the employee is able to demonstrate that there was reasonable cause for such absence.
 - (b) Must have worked on the holiday if scheduled to work, unless the employee is able to demonstrate that there was reasonable cause for such absence.
 - (c) Elected Union Officers absent for union business does not affect qualification for general holiday.
- 39.8 An employee will not be qualified for a paid holiday if:
- (a) The employee is on an authorized leave of absence without pay for more than five (5) days prior to or following the holiday;
 - (b) The employee is receiving sickness benefits;
 - (c) The employee is absent by reason of layoff for more than five (5) working days prior to the holiday;
 - (d) The employee is receiving WSIB benefits.

- 39.9 A floater shall be taken in accordance with the following:
- (a) The employee notifies his/her proper authority in writing no less than five (5) working days prior to the day the employee desires to take leave with pay;
 - (b) Such leave shall be approved by the employer based on workforce and service requirements.
 - (c) Floater days may not be scheduled between December 15 and January 5 annually
 - (d) The employee will be paid for such leave subject to the provisions of Articles 39.7 and 39.8.
 - (e) Employees failing to utilize their floater day entitlement prior to December 16 will be paid out 100% of the remaining floaters the next available pay in December.
 - (f) Floater Days not paid out at the end of the year do not apply against the guarantee nor to the calculation of the weekly overtime.

40.0 VACATION

- 40.1 The vacation year shall be the twelve (12) months period from May 1 to April 30. Vacation shall be granted to regular employees based on the length of continuous service completed before May 1st of the vacation year as follows:

VACATION YEAR	VACATION ENTITLEMENT	VACATION PAYMENT
Less than one (1) year.	One (1) day for every completed month of service to a maximum of ten (10) working days.	0.4% of previous year's earnings for each day.
One (1) year – less than two (2) years	2 weeks	4% of previous year's earnings.
Five (5) years – less than ten (10) years.	3 weeks	6% of previous year's earnings
Ten (10) years – less than fifteen (15) years.	4 weeks	8% of previous year's earnings
Fifteen (15) years of service	5 weeks	10% of previous year's earnings
Twenty-Eight (28) years of service	6 weeks	12% of previous year's earnings

40.2 For the purpose of vacation scheduling, the parties agree that the Company will request vacation preferences from employees, commencing by January 1st of each year until February 10th of each year.

40.3 The company will base the number of employees on AV per week on operation requirements. Using the OBS to submit AV requests, employees will be allotted their vacation preference by classification on a seniority basis. AV bids will be run on the first Monday after February 10th each year and posted on the OBS within two (2) days.

40.4 Failure of an employee to provide his/her preferred vacation dates by the yearly cut off will result in the employee concerned not being able to exercise seniority in the choice of vacation dates.

40.5 All employees shall take vacation in periods of not less than one (1) work week (Sunday to Saturday). Fractional week entitlement maybe taken as single vacation days subject to all provisions of Article 40, and must be submitted manually to the crewing supervisor.

All vacation must be taken before the end of the vacation year.

40.6 Where an employee's scheduled vacation is interrupted due to a serious illness or injury requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.

Any vacation days remaining as a result of such rescheduling shall be rescheduled to a time mutually acceptable to the employee and his/her supervisor within the same vacation year.

41.0 SICK LEAVE

- 41.1 Employees who book sick must declare themselves OK for duty before the off-duty time of their assignment on the last day the assignment works before the employee wishes to return to duty.
- 41.2 Any employee who reports for duty and commences their assignment and through crossing accident, fatality or workplace injury is unable to complete the day's assignment they will be made whole for the day's wages.
- 41.3 Employees who report for their assignment and are only able to work part of the day due to illness, will be compensated for the actual time they worked and their weekly guarantee will only be reduced by the number hours they were unable to work on that day.

42.0 MEDICAL EXAMINATIONS

- 42.1 Company required medical and eye/hearing examinations (Periodic Medicals) will be arranged and paid for by the Company. Employees will be made whole for wages lost when required to attend on a regular working day.
- 42.2 When employees are required to attend a Periodic Medical Examination on their assigned rest day (Article 18.2 (b) applies), before or after their assignment or between tours of duty on a split assignment, they will receive four (4) hours pay. If transportation is required between tours of duty on a split assignment, the Company will provide transportation to and from the examination. Straight time hours paid for periodic medicals will be used in the calculation of the weekly guarantee and the calculation of overtime.
- 42.3 Employees working at out-post locations required to travel away from their on-duty location to undergo Company required medical and eye/hearing examinations (Periodic Medicals), will be made whole for wages lost when required to attend on a regular working day. Articles 26.1 and 27.1 apply from and to their out-post location.
- 42.4 Employees who are working out of out-post locations, required to travel away from their on-duty location to undergo Company required medical and eye/hearing examinations (Periodic Medicals), on their assigned rest day will receive four (4) hours pay. Articles 28.1 and 29.1 apply from and to their out-post location (Article 18.2 (b) applies).

43.0 COMPANY INITIATED MEETINGS

- 43.1 When an employee and/ or union delegate who is not on duty and is required by a Company officer to attend a meeting on a matter initiated by the Company (excluding investigations and a Manager/Supervisor discussing a tour of duty with an employee), he/she will be compensated as follows as a result of such attendance:
- (a) On a regularly scheduled day off, a minimum of four (4) hours shall be paid. Time in excess of four hours, the employee will be paid on a minute by minute basis (Article 18.2 (b) applies).
 - (b) For meetings during a regular work day, employees will be compensated on a minute by minute basis.
- 43.2 Required Canadian Railway Operating Rules (CROR) certification, and associated first aid classes, and Line Officer Led (LOL) training the employee will be paid on a minute by minute basis but he/she will receive no less than a minimum day (Article 18.2 (b) applies).
- 43.3 Straight time hours paid under this article 43.1 (b) and 43.2, will be used in the calculation of overtime and the calculation of the weekly guarantee.

44.0 HEALTH AND SAFETY

- 44.1 The Company shall make all reasonable provisions for the maintenance of safe, sanitary and healthful conditions for its employees during the hours of their employment. To this end, the Safety Committee shall act accordingly. The Union shall undertake to assist the Management to promote such Health and Safety related programs in accordance with the Ontario Occupational Health and Safety Act.
- 44.2 Safety devices and other equipment required for the purpose of protecting employees from injury shall be provided by the Company when required. Employees shall be responsible for the proper care and maintenance of such equipment and shall use or wear protective devices or clothing in the proper manner as required by the Company and the Ontario Occupational Health and Safety Act.
- 44.3 In an effort to promote the safety, health and welfare of all employees, both parties recognize the need of full co-operation of all employees in complying with the Company's policies, procedures, and regulations and provisions under the Ontario Occupational Health and Safety Act.
- 44.4 Violation of safety policies, procedures and regulations may result in disciplinary action.

- 44.5 All protective footwear shall comply with CSA Standard that covers the entire foot and ankle, and must be worn at all times, while on duty.
- 44.6 Eligible employees will be provided annually with a voucher valued at \$140.00, to obtain safety footwear in October of each year from a designated supplier.
- 44.7 Probationary employees, upon hire, must supply and wear safety footwear when on duties, and will be eligible for such allowance if the probationary period is completed before the first pay period of October.
- 44.8 All employees are to wear safety hats and safety glasses where designated and will be provided by the Company. Safety glasses shall comply with CSA standards.
- 44.9 The Company will supply lenses and frames for employees required to wear prescription safety glasses. The Company shall select the optical Company and supplier and the employees shall follow the applicable procedure. The Company will bear the cost for supply and servicing of prescription safety glasses unless the loss or destruction is due to negligence on the part of the employee.
- 44.10 Where the Company supplies work protection devices for the purposes of Health and Safety, it shall be worn in the proper manner at all times when on duty by all employees as per the Ontario Occupational Health and Safety Act.
- 44.11 An employee who is injured at work and is not able to complete the rest of the shift shall be paid for the balance of the shift. The injured employee shall the Workplace Safety and Insurance Act, 1997, whichever is necessary, at the Company's expense. All accidents, which result in an injury, shall be reported to the supervisor immediately.
- 44.12 An employee who is absent from work due to occupational illness or injury shall have the right, if seniority permits, to return to his/her former position as soon as he/she is physically able to perform all of the work of his/her classification. Such return will be on the basis indicated by a medical practitioner's certificate.
- 44.13 Under the provisions of the Workplace Safety and Insurance Act, an employee who is absent from work due to occupational illness or injury and is able to perform the essential duties of any classification, shall co-operate to return to appropriate modified duties as defined under the Act.
- 44.14 A Health and Safety Committee made up of three (3) representatives appointed by the Company and three (3) employees plus two (2) alternate employee of the Company appointed by the Union will be maintained for the duration of the Agreement. The two (2) alternate employees have the right to

attend the health and safety meeting. The Health and Safety Committee shall have the functions prescribed by the Ontario Occupational Health and Safety Act. In particular, the Health and Safety Committee will:

- (a) Perform Facility inspections;
- (b) Make recommendations to management with regard to Health and Safety matters;
- (c) Otherwise promote compliance with this Article and application legislation.

44.15 The Company will investigate and report to the Committee on all accidents resulting in potentially disabling injuries or involving unusual circumstances.

44.16 It is expected that any action the Company might take as a result of implementing any of the Health and Safety Committee's recommendations will be supported by the Union and the Union undertakes to make every effort to ensure that no employee abuses the rights provided by Occupational Health and Safety legislation and that the Company's safety rules and procedures are complied with and enforced.

44.17 The Company will ensure that the Health and Safety committee's union chairperson or designate, accompany the inspector from the Ministry of Labour (MOL) when the MOL visits the Facility to conduct an inspection. The results of such inspections will be presented to the Health and Safety Committee.

45.0 LEAVE OF ABSENCE

45.1 An employee who has completed his/her probationary period may make a written request for leave of absence without pay for legitimate reason and if such leave of absence is granted in writing, his/her seniority shall continue during his/her absence. An employee who does not return to work at the expiration of his/her leave of absence shall be treated in accordance with Article 14.

It should be understood that before a leave is granted, the employee must use any unscheduled vacation days and floaters remaining.

45.2 In the case of a leave of absence of thirty (30) days or less, the group insurance program will continue to be paid by the Company. In the case of a leave of absence exceeding thirty (30) days, the employee will be required to prepay fully his/her benefits through the Company.

46.0 CREW DISPATCHER

Training

46.1 Crew Dispatcher candidates in GO commuter train service, will be provided continuous on the job training by qualified bargaining unit Crew Dispatchers. The criteria for trainers will be established by the Company.

Accommodation

46.2 The parties agree the Crew Dispatcher position provides a unique opportunity for the accommodation of employees for reasons including disability, and the job functions and duties of the crew dispatcher may be modified by mutual agreement between the Company and the Union through the duty to accommodate process.

Schedule

46.3 The Present CD schedule as follows will remain in effect:

	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>
Week 1	off	12 hrs	12 hrs	off	off	12 hrs	12hrs
Week 2	12 hrs	off	off	12 hrs	12 hrs	off	off

Or vice versa week rotations.

46.4 The Articles of this Rail Section of the Collective Agreement apply to the classification of Crew Dispatcher except Article 12 Crew Consist, Article 29 Training.

46.5 Ad Hoc Vacancies will be filled using the following calling protocol:

- a) Relief Crew Dispatcher.
- b) Senior Crew Dispatcher on days off (no double).
- c) Senior Qualified Crew Dispatcher working in another classification.

Note: If it is determined the calling protocol is not correctly followed, the employee who should have been called under the protocol will be entitled to all wages they would have earned had they been properly called.

46.6 Job Description - Crew Dispatcher

The Crew Dispatcher, reports directly to the Supervisor Crew Management and is responsible for ensuring that train crews are properly dispatched in a

timely fashion and in compliance with; mandatory rest, hours of service rules and as per collective agreements. This position is also responsible for the administration of crew management activities such as, staff forms, record keeping, job bulletins, temporary vacancies and maintaining records of all crew calling functions.

Duties:

- Ensures that the train staff including Customer Service Ambassadors (CSA's), Train Operators are called properly and in a timely fashion to be in place at locations required for an on time departure in accordance with good customer service. This includes the calling of transportation and arranging of accommodation when required.
- Ensures that employees called are in accordance with the MTOD and hours of service. Ensures that the spare-board and extra board are properly updated and maintained.
- When necessary update OMS crew administration screen.
- Ensures that all necessary crew forms, equipment and supplies are available and accessible.
- Ensures forms such as bulletins and notices are posted when issued.
- All reports and logs associated with the calling of crews, transportation and accommodation for crews, are completed as required.
- The crew dispatcher must keep accurate notes and do a job briefing with their relief at the end of every shift, as well as sending out the notes in e-mail format to the designated supervisor.
- The crew dispatcher is responsible for updating OMS with employee information including, but not limited to, off day status, missed calls (date and times), etc., along with their initials by the entry.
- The crew dispatcher will provide support when needed to the Supervisor, Train Operations and the Supervisor, Crew Management. Notify the above of any known operational or crewing exceptions or issues.
- Crew Dispatchers will manage the lost and found logs and the lost and found room within the crew center.

Job Description – Relief Crew Dispatcher

The Relief Crew Dispatcher (RCD) provides relief for the regularly assigned Crew Dispatcher when absent. When the RCD is not required for relief, he/she will provide assistance to the regularly assigned Crew Dispatcher in accordance with the above job description.

Neither the Crew Dispatcher nor the Relief Crew Dispatcher is required and shall not administer or deliver notice of formal investigation, formal investigation evidence or notice of formal discipline.

47.0 BENEFITS

47.1 The Company shall provide an insurance plan to contain the following benefits for employees who have completed their probationary period.

LIFE INSURANCE

- (c) Life insurance of \$40,000
- (d) Accidental death and dismemberment of \$40,000

WEEKLY INDEMNITY PLAN

The Company shall provide a short term Weekly Indemnity Program that will pay an employee sixty-six and two-thirds (66 2/3%) percent of the employee's regular salary for a maximum of fifty-two (52) weeks. Such coverage shall be effective from the first day in the event of a non-work related accident, from the first day of hospitalization and after the third (3rd) day in the event of an illness. Weekly Indemnity benefits shall be integrated with disability benefits payable from the Canada Pension Plan and other government and group benefit program.

LONG TERM DISABILITY

The Company shall provide a Long Term Disability Program that will pay an employee \$300 per week. Such coverage shall be effective following the expiry of the employees Weekly Indemnity entitlement. Long Term Disability benefits shall be integrated with disability benefits payable from the Canada Pension Plan and other government and group benefit program.

Criteria for qualifying for Long Term Disability will be based on the employee being disabled from performing his/her own occupation for the first two (2) years following the expiration of Weekly Indemnity and from being disabled from performing any occupation thereafter.

MAJOR MEDICAL

The Company shall provide a Major Medical Supplement Program that shall provide an eighty (80%) percent co-insurance benefit (see *Appendix '1'*)

DRUG CARD PROGRAM

A pay direct prescription drug card will be issued to all eligible employees to be utilized at pharmacies who honour this card system. This drug program will provide eighty (80%) percent coverage of all eligible prescriptions and eighty (80%) percent for dispensing fees to a maximum of eight dollars

(\$8.00) paid by the Company. In instances where the prescription drug card system cannot be utilized, the claim may be submitted to the insurance carrier on the prescribed form.

This program will cover cost of drugs which are prescribed by a legally licensed medical practitioner or chiropractor and will cover drugs which require a legal prescription only. No other drugs will be covered by this plan, regardless of whether or not they are prescribed.

Co-ordination of benefits will apply to both to the prescription drug card and the reimbursement system.

DENTAL

The Company shall provide the following Dental Plan at the date the service was provided:

- iii) Preventive and Basic Services – 100%
- iv) Major Restorative – 50%

A deductible of fifty dollars (\$50) for family coverage and twenty-five (\$25) for single coverage shall apply. (see Appendix 2)

VISION PLAN

The Company will provide a Vision Care Plan which will provide a maximum payment of \$150.00 per family member in any two (2) consecutive calendar years. Eligible expenses will include frames and lenses as well as contact lenses.

The plan will also provide coverage for one (1) eye examination per family member every 24 months.

47.2 PENSION PLAN

Subject to the approval of Revenue Canada and the provincial pension authorities, the Company shall implement a pension plan under which both the employees and the Employer shall contribute an amount equal to 4% of the employees' base salary.

Employees will also be allowed to contribute an additional amount of between 1% and 4% of their base salary to the pension plan.

47.3 WORK CLOTHING

Eligible employees will be provided annually with a voucher valued at \$190.00 to obtain pre-selected work clothing in October of each year from a designated supplier as follows:

Long Sleeve Shirt	Short Sleeve Shirt
Work Pants	Jacket
Winter Jacket	

To qualify for work clothing, the employees must have completed the probationary period before the first pay period of October.

47.4 **NOTIFICATION TO THE COMPANY**

It shall be the duty of the employee to notify the Company promptly of any changes of address or telephone number. If any employee should fail to do so, the Company will not be responsible for the failure of a notice required under the agreement to reach the employee.

The employee shall also notify the Company immediately of any change of status that may affect their benefits. The Company will not be responsible for delays in, or default in benefits, which may result from such failure to notify.

48.0 **COPY OF THE AGREEMENT**

The Company will provide a copy of the Collective Agreement in booklet form to all employees, paid for by the Company.

The Company shall also supply an outline of all the Company paid insurance benefits.

49.0 **TERM**

This Agreement shall be effective from January 01, 2013 and shall remain in effect until December 31, 2017 and from year to year thereafter unless either party gives notice, in writing to the other party, not less than ninety (90) days prior to the expiration thereof to terminate or review this Agreement or to negotiate a revision thereof

Letter #1 Crew Consist

C - 12-17-09 1020 hrs

BOMBARDIER

December 17, 2009

**Contract Negotiations
between
BOMBARDIER TRANSPORTATION CANADA
and
TCRC - Division 660**

This letter is with reference to the ongoing Collective Bargaining negotiations between Bombardier Transportation Canada and the Teamsters Canada Rail Conference - Division 660.

During the course of general discussions between the parties, the Union requested a formal position on Bombardier's crewing model relative to the Crewing Operations it supplies to GO Transit. The following represents Bombardier's crewing model for GO Transit Operations, which addresses both the Railway Safety Act's and GO Transit's requirements for safe railway operations in GO Transit Revenue Service.

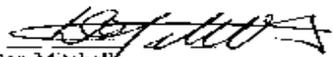
Operating Employees

Two Qualified Commuter Train Operators (QCTO) - Qualified Locomotive Engineers and CROR qualified

Non-Operating Employee

One Customer Service Ambassador (CSA)


Craig Haswell
Director,
Human Resources
Bombardier Transportation Canada Inc.


Don Mitchell
General Manager,
GO Operations
Bombardier Transportation Canada Inc.

Letter of Understanding

Letter # 2 - General Ad/Seniority

Article 26.10, is written with an assumption all Train Operators are equally qualified, and as such their placement will be according to the crew consist Article 12.1, subsection 1, all crews in GO train commuter service will consist of the following:

1. Two (2) Qualified Train Operators
2. One or more Customer Service Ambassador (CSA)

No commuter train will operate with less than a Crew Consist as defined above.

At the time of ratification however, only about half the Train Operators at Bombardier are fully qualified to operate the train. This situation at the time of ratification renders the application of Article 26.8 as written; problematic. If seniority, as described in Article 26.8 was the only criteria by which jobs were awarded to Train Operators at Bombardier, the present conditions on the property would result in a service default for many of the GO trains.

To ensure that GO service continues, the union must concede that for a period of time it is necessary to restrict assignments awarded to Train Operators such that there is a fully qualified Train Operator on every assignment, before an employee's seniority can be the only criteria by which an employee is placed.

As more Train Operators become fully qualified there will be a continued increase in the operations ability to be fully compliant with Article 12.

The Company and the Union agree to meet before every General Change of Assignments, and other times as necessary, to determine the number of assignments and designate which assignments will accommodate two fully qualified Train Operators.
Article 12

.8 will subsequently apply to both operating crew members on the determinant number of assignments. This will continue until there is full compliance with Article 12, subsection 1. Once compliant with Article 12, subsection 1, an employee's seniority will be the only consideration in placing Train Operator's on all assignments.

Letter of Understanding

Letter #3 -Airport Link Project

During the course of bargaining, the Company expressed their desire to expand their operation to include the future Airport Rail Link Project. It is anticipated the equipment and service for the Airport Rail Link Project will differ from the equipment presently used in the current GO Transit operation.

Should the Airport Rail Link Project equipment and operation differ from the present type of rail equipment and operation, and to provide for this future expansion possibility, the Union agrees that provided bargaining unit employees are utilized for the operation, service and maintenance of this equipment, the provisions of the crew consist may be relaxed in order to meet the customer's specification requirements.

Letter of Understanding

Letter #4 - Future Forms of Public Transportation

During the course of bargaining, the Company expressed their desire to position themselves for future growth in the public transportation industry, specifically with Metrolinx. This growth may involve new technologies, new equipment or new types of service.

The Union recognizes that future forms of public transportation may differ from the present type of rail equipment and operation and may require a different crewing arrangement. Without knowing what the new form of public transportation may be, what opportunities may exist, or what they may require, we are unable to anticipate what specific crewing requirements may be needed.

In light of the above and as long as the bargaining unit employees are used for the operation, service and maintenance of the equipment, the provisions of the crew consist may be relaxed in order to meet the customer's specification requirements.

Letter of Understanding

Letter #5 - Train Operator Throttle Training

During the course of bargaining, the Union expressed the concerns of the Bargaining Unit members regarding the Company's intention to fulfill their commitment to complete their training to become fully Qualified Train Operators.

The Company has reassured the Union and takes this opportunity to reinforce to their employees, their commitment to train every Train Operator. The Customer's service requirements and future plans for expansion dictate that training be completed as quickly as possible without affecting the quality of training.

Recognizing there are limitations to the number of employees that can be trained at one time, as one group completes their training, another group will commence. The throttle training program will continue until such time that all employees are fully trained.

Appendix 1

Health Care

- 80% co-insurance – hospital
- 80% co-insurance – prescription drugs
- 80% co-insurance – other expenses
- Maximum benefit – unlimited
- Semi-private hospital accommodation
- Out-of-Hospital Private Duty Nursing of \$5,000 for a maximum of 12 months per condition
- Chronic Care: \$25 per day to a maximum of \$2, 000
- Out-of-Province Emergency Medical Expenses
- Global Medical Assistance
- Prescription Drugs and Medicines
- Orthopedic Shoes – to a maximum of \$300 per calendar year
- Hearing Aids to a maximum of \$500 every 2 years
- Speech Aids to a maximum of \$500 per lifetime
- Chiropractor – to a maximum of \$500 per calendar year including x-rays
- Podiatrist – to a maximum of \$500 per calendar year including x-rays
- Physiotherapist – to a maximum of \$500 per calendar year
- Psychologist – to a maximum of \$500 per calendar year
- Speech Therapist – to a maximum of \$500 per calendar year
- Registered Massage Therapist - to a maximum of \$500 per calendar year

Appendix 2

DENTAL CARE – COVERED EXPENSES

Dental care covers charges for reasonable treatment up to the amounts shown in your plan's dental schedule for the following procedures or treatments:

- \$25 single/ \$50 family deductible
- 100% - Company paid Basic Coverage.
- 50% Major - \$2000 annual maximum

BASIC COVERAGE

A. DIAGNOSTIC SERVICES

5. Examinations include:
 - limited oral examinations twice a year
 - one complete oral examination every 3 years
 - oral pathology, periodontal surgical, prosthodontic and endodontic examinations.
6. Panoramic x-rays and intra-oral x-rays every 3 years limited to one complete series of intra-oral x-rays and 15 films of intra-oral x-rays.
7. Extra-oral and salivography x-rays.
8. Tests and laboratory reports including microbiological, historical, cytological and pulp vitality tests.

B. PREVENTIVE SERVICES

8. Prophylaxis (cleaning) twice a year.
9. Topical application of fluoride twice a year.
10. Pit and fissure sealant on bicuspids and permanent molars once every 5 years.
11. Space maintainers for missing and central lateral teeth.
12. Appliances for control of harmful bits.
13. Finishing restorations, interproximal diskings and recontouring of teeth.
14. Scaling.

C. MINOR RESTORATIVE SERVICES

5. Caries, trauma and pain control.
6. Amalgam and tooth-coloured fillings.
7. Retentive pins and prefabricated posts for fillings.
8. Prefabricated crowns for primary teeth.

D. ORAL SURGERY

4. Extractions, minor alveoplasty, gingivoplasty and stomatoplasty.
5. Surgical incisions and excisions.
6. Treatment of fractures and maxillofacial deformities.

MAJOR COVERAGE

D. PROVISION OF CROWNS, INLAYS AND ONLAYS

E. PROVISION OF AN INITIAL PROSTHODONTIC APPLIANCE (EG. FIXED BRIDGE RESTORATION, REMOVABLE PARTIAL OR COMPLETE DENTURES)

F. RESTORATIVE

1. Gold Foil Restorations (if other substances are inappropriate)
2. Re-cementing of inlay and onlay or crown
3. removal of inlay and onlay or crown

Appendix 3

Milton Agreement Governing the inclusion of the Milton Assignments into Bombardier Operations

Milton Assignments

1. All Milton Assignments will mirror the existing CP GO Operation: Train originates in Milton makes 1 one-way morning trip from Milton to Union and terminates in Union. Train becomes equipment at Union and ties up at the Don Yard, Bathurst Yard or Willowbrook immediately after the trip from Milton to Union. In the afternoon the scheduled assignment is equipment from Willowbrook, Bathurst Yard or the Don yard to Union. The train makes 1, one-way afternoon trip from Union to Milton and upon its arrival at Milton ties up at Milton.
2. If a crew is required in an emergency situation after its arrival at Union to proceed beyond Union in any direction on any sub, a CSA will be added to the crew at Union before it leaves should the crew be required to perform revenue service. Movement of equipment only will not require a CSA during the emergency situation.
3. If a Milton crew is used in integrated service with the rest on the GO network on a one off or daily basis, the Collective Agreement applies. A CSA will form part of the crew as per Art 12, from Milton and throughout the day's assignment, this agreement will have no application.
4. Milton assignments integrated into the GO System or transitioned to adhere to Article 12, Crew Consist, will be operated with the crew consist as provided for within Article 12 of the Collective Agreement; this agreement will no longer be applicable and the Collective Agreement will govern entirely.
5. In the application of this Agreement, both Train Operators of each train will receive the TOA rate of pay (plus applicable collective agreement entitlements) for the entire shift in every instance. This includes the use of the crew in an emergency situation beyond Milton.
6. Extra trains or those for special events are not governed by this Agreement. The Collective Agreement applies. However, the CSA may be called from the spareboard.

Training

Training of all interested employees will begin within July 2014 and will be comprised of one day of classroom differences training; and two days consisting of round trips of throttle training and familiarization on the Milton line with a final approval and sign off by a representative of CP Rail. Should it become necessary, an individual employee will be provided additional day(s) to complete the training and familiarization.

Bulletins will advertise training and familiarization, and will be subject to employee selecting their date(s) respecting seniority order in selection. Every employee training on Milton runs will be trained and familiarized by qualified bargaining unit employees. Final certification will be provided by a representative of CP Rail.

Employees electing training and/or familiarizing on their days off will be paid at the overtime rate of pay. Employees are not required or obligated to train and/or familiarize on their days off. Employees may be required to be pulled from their regular assignment during their work week to obtain the training and familiarization.

Initial Bidding of Positions

Operation of the Milton Assignments will begin effective January 1, 2015. All assignments will be advertised sufficiently in advance to insure training and familiarization is completed, and will be awarded in seniority order using the permanent vacancy system. Subsequent to implementation all vacancies will be filled and awarded according to the OBS.

Beyond January 1, 2015

All assignments will be bulletined, advertised and awarded as provided for within the collective agreement.

Training and familiarization (as provided above) of remaining interested employees will be completed as soon as possible subsequent to January 1, 2015, either by employee selection or employer schedule.

Without Precedent or Prejudice

This Agreement is made without precedent or prejudice to either party, and cannot be relied upon, utilized or referred to in any other forum without the express written consent of both parties.

Appendix 4

Memorandum of Agreement

Between

Bombardier Transportation And

Teamster Canada Rail Conference With Respect to a Joint Accommodation & Return to Work Policy and Program

The Employer and the Union, (herein after known as the Parties), agree to jointly develop a co-operative Accommodation & Return to Work Policy and Program.

The Parties will develop the Accommodation & Return to Work Policy outlining their mutual commitment to Accommodation, and Return to Work utilizing Disability Prevention Principals. It will apply to all forms of accommodation and to both occupational and non-occupational injury and or illness. It will be posted throughout the workplace and communicated to all employees.

The Parties will also develop a Joint Accommodation & Return to Work Program that will specify and outline the roles and responsibilities of each party in their respective obligations.

To facilitate the development of the Accommodation & Return to Work Policy and Program the parties agree to conduct a Situational Assessment of current practices in the workplace regarding Accommodation and Return to Work. The intent of the Situational Assessment will be to review any current Policy and/or Program compared to the leading evidence based practices being utilized around the world.

The Return to Work Policy and Program will be developed and based on the following 12 Principals of Effective Return to Work Practices:

- 1 Commitment to Return to Work Policy.
- 2 Injury Reporting Procedures.
- 3 Early Contact and Intervention.
- 4 Cooperative RTW Responsibility.
- 5 Elimination of Attitudinal Barriers.
- 6 Transfer of Medical Information.
- 7 Linking Primary and Secondary Prevention.
- 8 Utilization of Disability Prevention Principals.
- 9 Compliance with Human Rights.
- 10 Mobilization of RTW Leadership.
- 11 Internal Dispute Resolution Mechanism.

12 RTW Program Evaluation.

The development of the Accommodation & Return to Work Policy and Program will begin within 60 days of the ratification of the Memorandum of Settlement.

This Memorandum of Agreement will form part of the collective agreement and the Accommodation & Return to Work Policy and Program will be incorporated into the collective agreement.

Disputes

In the event the parties are unable to conclude the development of the Accommodation & Return to Work Policy and Program within 160 days of the ratification of the Memorandum of Settlement. The parties agree to refer only those remaining outstanding issues to the Canadian Railway Office of Arbitration & Dispute Resolution for final and binding settlement by arbitration. The parties further agree the time limits contained herein may be extended by mutual written agreement.

Signed at Toronto, Ontario, this 13th day of July 2014.

Bombardier Transportation
Canada Inc.

Teamsters Canada Rail Conference
Division 660

Signed on this 13th day of July, 2014 in Toronto, Ontario.

For the Union:

George MacPherson
Teamster Canada Rail Conference:
General Chairman
TCRC Division 660

For the Company:

April Ignas
Bombardier Transportation
Manager, Human Resources
Services Canada



Colin Bradley
Local Chairman
TCRC Div. 660
Maintenance

