

Proposals submitted to Bombardier Transportation North
America

By

Teamsters Canada Rail Conference

Division 660



October 30, 2012

The following is a list of the Union proposals in respect to revising, amending and renewing the collective agreement between Bombardier and Teamsters Canada Rail Conference.

Although this list is extensive, it is not exhaustive and we reserve the right to amend this list, add to it or subtract from it. These proposals are submitted without prejudice.

CREATE NEW ARTICLES

- Harassment - Review the existing relationship within the shops, and the rail class of service, with respect to the manner in which the managers speak and address employees, and deal with charges of harassment. To review and renew with an eye to expand the existing policy, practices and procedures to maintain dignity, respect and harassment free workplace.
- Employee and Family Assistance Program
 - Obtain process map --Establish a comprehensive program within the Collective Agreement.
 - Obtain process map CIS—create and improve on present plan
 - Obtain mandate for training EAP in counselling both victims and perpetrators of domestic violence
- Return to Work, duty to accommodate
 - Establish a comprehensive program within the Collective Agreement.
- Material Change provisions
 - Establish appropriate material change provisions for all crafts and classifications.
- Assignment article in Rail containing provisions for, but not limited to the following:
 - Union input into employee assignment scheduling
 - Provisions for; or limits to working more than one assignment in a work day
 - Develop language to clearly illustrate the relationship of Art 15.0 R and Art. 18.0 R to each assignment when multiple assignments are worked in a single work day
 - Compensation language when employees are pulled from their permanent assignments
 - Calling procedure codified before employee pulled from assignment
 - Establish language for each assignment to contain a single on-duty location for the work-week which is the same as the previous work-week
- Ensure all rail assignments which have to be called, have calling procedures and violation penalties codified

MISCELLANEOUS

- GO pass for all Bombardier Maintenance/Rail employees and their families (new)
- Create training article for shop

6.0 M/7.0 R UNION ACTIVITIES

- 6.2 M/7.2 R Delete- no longer relevant
- 7.3 R Revisit for Ops

- Modify by adding:

All elected officers of the Division are entitled time off work as necessary to conduct the orderly business of the Union, and paid full wages by the employer during such absences.

The TCRC General Chair, or in his absence the Vice General Chair, shall be on full time and shall be paid by the Company, and the rate of pay will be no less than his regular position. In the event the bargaining unit membership exceeds 500, the Vice General Chair will be added unless or until it reduces to less than 500 members.

- Absorb Article 22.0 M/36.0 R – Union Leave

8.0 M&R GRIEVANCE AND ARBITRATION PROCEDURE

- Double present time limits: replace 15 days with 30 and 30 days with 60

9.0 M&R INVESTIGATION AND DISCIPLINE

- Employees to be paid while off for investigation
- Employees attending investigations on their own time, and receive no discipline will be paid in accordance with provisions within the collective agreement that apply to attending company meetings.

10.0 M/11.0 R PROBATIONARY EMPLOYEE

- 10.1 M/11.1 R Delete last sentence

11.0 M SENIORITY

- 11.6 M Provide language to allow employees who are absent the entire time during which a new position is advertised to exercise their seniority upon their return to work
- 11.9 M delete

12.0 M/14.0 R TERMINATION OF EMPLOYMENT

- 12.1 c) M 14.1c) R remove
- 12.1 d) M 14.1d) R change from “7 working days” to “15 working days”
- 12.1 e) M 14.1e) R remove

13.0 M POSTING AND FILLING OF VACANCIES

- 13.1 M to be governed only by seniority
- 13.2 M – modify language to provide for company acknowledgement of receipt of standing bid with copies to be supplied to LC.

- Need to clarify when training is complete
- ADD new clause M – “Training” -- Employees to be trained only during own shift
- 13.4 M - Change “four (4) consecutive days” to seven (7) consecutive days”
- Transparency in job posting process
- Transparency in job qualification process

14.0 M TEMPORARY ASSIGNMENTS IN THE BARGAINING UNIT

- Article 14.1 M - create more tech positions

17.0 M BREAKS and MEAL PERIODS

- 17.2 change “uncompensated” to “compensated”

18.0 M CALL BACK

- 18.1 modify change 2 hours to 4 hours

19.0 M/18.2 R OVERTIME

- A transparent system of awarding OT
- 19.1 M/18.2 R change (“one and one half [1.5]” to read “two [2]”
- 18.2 c) R new clause - OT after 8 hours

20.0 R SPAREBOARD

- 20.12 R delete first 2 sentences of clause (also delete “in lieu of the training premium”)
- 20.14 ii) R amend to read placed on bottom of the SB at the time displaced
- 20.16 R to extend to all rail employees
- 20.16 R add at end (for entire assignment)

20.0 M/17.0 R SHIFT PREMIUM

- 20.1 M increase shift premiums – afternoon, nights, Sat, Sun
- 17.2 R increase all shift premiums – need to adjust with clock (the highest shift premium that falls within the shift shall be paid for the entire shift)

21.0 M/35.0 R BEREAVEMENT LEAVE

- Amend and improve bereavement leave (expand people included in 21.2 M/35.2 R)

22.0 R EXTRA WORK

- Develop new language to incorporate efficiencies and promote accountability (see proposal)

22.0 M/36.0 R UNION LEAVE

- 22.1 M/36.1 R Rewrite and integrate into Article 6 – Union Activities

24.0 M/38.0 R RECOGNIZED HOLIDAYS

- Review and improve. ADD Birthday
- 24.0 M In situations where the stat holiday is separated by one day from the employees regular 2 days off provide for arrangements to allow for the employee to have the three days off consecutively
- Increase floater days
- STD/LTD included in calculation of vacation entitlement
- Ability to bank annual vacation
- Increase vacation in yearly 1 day entitlements
- 38.3 R stat pay to equal previous day worked earnings (min 8 hours)
- 38.6 b) R delete following: “and a maximum of eight (8) hours to the calculation of weekly overtime”

23.0 R POSTING POSITIONS

- 23.0 streamline and improve language

24.0 R FILLING OF VACANCIES

- 24.0 R Clarify and streamline language
- Develop language for displacement by SB employee unavailable when TV canvassing took place (absent or on another TV)
- 24.6 R develop language to provide for relief by a junior employee returning to the Spareboard
- 24.8 R change language “ last tour of duty prior to scheduled return of the regular employee”
- 24.8 R once amended as above delete everything after the 3rd line of the clause and replace with language that gives the employee who has worked the spare assignment for at least 1 work week to have the option of taking the assigned days off of the assignment should they immediately follow the day relieved.
- 24.20 R “NOTE:” to be extended to include General Ad

25.0 R DISPLACEMENT

- 25.1 R add “application of Art. 29.9 R, 13.13 R, 13.14 R”
- 25.1 R add ongoing application of Art 12.1 R
- 25.1 i) in application of clause employees be given 48 hours after their return to duty to review the General Ad

25.0 M/39.0 R VACATION

- Review, adjust and amend the existing language - increase entitlement 2weeks to 3weeks / 3weeks to 4weeks/4 weeks to 5 weeks/5 weeks to 6 weeks
- Replace CA Maintenance Art 25.2 with language in CA Rail Art. 39.2
- Increase entitlement to be effective on employee's anniversary date

26.0 M/43.0 R HEALTH AND SAFETY

- Microwaves on units
- 26.6 M/43.6 R increase from present \$120.00 to \$200.00
- R - Employees to be the judge of their own condition such that they have the ability to book rest
- M&R - Emergency leave with pay
- R – Chilled bottled water for both shop and rail
- R - Paper towels/cleaner resupplied to locomotives
- 26.14 M / 43.14 R discuss level of representation on health and safety committee

26.0 R OUTPOSTS

- 26.1 R Add Kitchener
- 26.2 R applies to all employees in all conditions including the following: Art 18.2 R, 20.9 R, 20.16 R
- Establish spareboard at outposts

27.0 M BARGAINING UNIT WORK

- 27.1 M provide for penalty payment when Supervisors perform bargaining unit work.
- 27.6 M Should the company engage contractors to carry out work on-site the work will be of limited duration and specific in scope.
- The company will notify the union in advance of any work being carried out and provide information to the union of the start date, completion date and scope of work.
- Work performed by contractors must not be work normally performed by bargaining unit members

27.0 R TRAVELLING EXPENSE

- 27.1 R applies to all employees in all conditions including the following: Art 18.2 R, 20.9 R, 20.16 R
- 27.1 R increase rate per klm

(NOTE: spelling error in title CA 27.0 R)

28.0 R ACCOMMODATION

- Improve standards for crew facilities re noise/ housekeeping
- 28.4 R Add: Employee will remain on duty until they reach their point of rest
- Need language re hotel at outpost (include post long haul accommodation)

29.0 R TRAINING

- R – completely rework training courses wages, application of CA on trainees
- Calling procedure codified before Throttle Trainee pulled from training assignment
- 29.3 develop language that pays throttle trainee training rate to one assignments trainer for entire work week

29.0 M/ 46.0 R BENEFITS

- Benefits to continue to age 65 for retired employees
- 29.1 M/46.1R Life insurance to equal 1 years earnings
- 29.1 M/46.1 R improve dental (orthodontics), drug, vision, chiropractic, include massage therapy
- 29.2 M/46.2 R Pension Plan - Percentage Pension contribution to be based on actual earnings
- 29.2 M/46.2 R Pension Plan - Increase contribution from present 4 % to 8 %
- 29.3 M/46.3 R Work Clothing - Change clothing allowance provision to company supplying the clothing- all items listed are 100% covered – add gloves
- 46.0 R Backpack allowance
- Streamline benefit claim process
- Add maternity/paternity benefit - structure to match management top up for mat/pat leave
- Better define drug entitlements
- Provide manual and description of benefits with timely updates
- Company to be responsible for any driving tolls in metropolitan areas levied on the employees to and from work

30.0 M/19.0 R PAYDAY

- Improve Short pay provisions

31.0 M/17.0 R CLASSIFICATIONS AND WAGE RATES

- 31.0 M delete sentence “These rates shall become applicable at the beginning or the first complete pay period following the effective dates indicated above.”

- M&R - Increase all classification's wages
- R - CSAs parity with GO Transit Customer Care staff
- M - EM with 10 years at Tech 5 rate
- M - Wages increase corresponding to years of service
- M - 31.1 M Fine tune job descriptions.
- M - Establish training rate when employees train new employees- 10% of wage
- M - To create Union / Management committee (LOU #2)
- M - Create new position to recognize Storekeeper/Driver - shop
- M - Create permanent lead hand position

32.0 R LAYOFF AND RECALL

- 32.0 R Delete (art 31.0 R adequate)

34.0 R MANDATORY TIME OFF DUTY

- R - Include CSAs in mandatory rest rules
- 34.1 R Remove the word(s) "operating"

42.0 R COMPANY INITIATED MEETINGS

- 42.1 R Add provisions of Art. 26.1 R&27.1 R apply

45.0 R CREW DISPATCHER

- 45.2 R "Training" establish training rate
- 45.4 R "Schedule" language that schedules specific assignments with the following:
 - same on duty time and off duty time for the work-week (except swing shift)
 - minimum 2 consecutive days off
 - 45.2 R "Training" training rate be established
- Develop new language to achieve the following:
 - Define "Crew Clerk" as "Relief Crew Dispatcher" position
 - Establish calling protocol and for spare CD assignments (1- rel. CD, 2-Senior CD on days off {no double}, 3 –qualified CD working another classification of service)
 - Establish penalty for violating calling protocol
- Remove all supervisory duties from the duties of the CD which may result in disciplinary action to themselves or other members of the bargaining unit

LETTER OF UNDERSTANDING # 1 M (SHOP 'C' TO 'D')

- Incorporate present agreement/arrangement (see Fuller ltr of Nov. 24/11 and Bradley ltr of Dec. 17/11) into Collective Agreement to ensure 'D' rate to all EM/REO's

LETTER OF UNDERSTANDING #2 RAIL – GENERAL AD/SENIORITY

- Delete