

BOMBARDIER

Willowbrook Operations & Maintenance

October 2012

1

COMPANY PROPOSAL

For Negotiations Between:

BOMBARDIER

WILLOWBROOK MAINTENANCE & OPERATIONS FACILITIES

AND

TEAMSTERS CANADA RAIL

CONFERENCE

Division 660, Shop & Rail

Presented to the Union on October 30, 2012

THE COMPANY RESERVES THE RIGHT TO ADD, DELETE, MODIFY, EDIT, WITHDRAW OR OTHERWISE CHANGE THESE PROPOSALS UP UNTIL THE TIME A FINAL MEMORANDUM OF SETTLEMENT HAS BEEN REACHED.

PROPOSALS PERTAINING TO RAIL OPERATIONS

ARTICLE 4 – DEFINITIONS

- 4.14 **CURRENTLY READS:** **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.
- 4.14 **CHANGE TO READ:** **Emergency** - is defined as a personal injury, **weather conditions trespasser fatality or** 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 **and/or any situation which may seriously impact GO Transit Service.**

NEW DEFINITION

Witness: The term witness should be defined as an individual who is called upon to provide information regarding an investigation and is not under investigation for the same occurrence.

9.0 - DISCIPLINE CASES

- 9.2 **CURRENTLY READS:** 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
- 9.2 **DELETE**
- 9.3 **CURRENTLY READS:** Disciplinary documents may be removed irrespective of the above as the result of any settlements under the grievance procedure.
- 9.3 **DELETE**

- 9.4 **CURRENTLY READS:** Employees in the bargaining unit shall have access to their personnel records at reasonable times and on reasonable notice to the Company.
- 9.4 **CHANGE TO READ:** 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.**

ARTICLE 10 - NO STRIKE / LOCKOUT

- 10.1 **CURRENTLY READS:** 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.
- 10.1 **CHANGE TO READ:** **The Union agrees that neither it, nor its staff, nor any of the employees represented by it will instigate, counsel, encourage or participate in any strike (as defined in the Labour Relations Act), slowdown, work stoppage or other interference with business activities, whether complete or partial, while this Agreement continues to operate.**

PROBATIONARY EMPLOYEE

- 11.1 **CURRENTLY READS:** 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. Current employees hired prior to the ratification date will be covered under the previous probationary terms (90 working days).
- 11.1 **CHANGE TO READ:**
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. ~~Current employees hired prior to the ratification date will be covered under the previous probationary terms (90 working days).~~ **The Company reserves the right to extend the probation of any new employee for the purposes of further determining suitability for the position should it be deemed the employee could benefit from further training with the agreement of the Union.**

ARTICLE 12 – CREW CONSIST

12.1 **CURRENTLY READS:** 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.

12.1 **CHANGE TO READ:** 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) **unless the train is an equipment train and as such, no CSA would be required.**

Notwithstanding the above, the Company reserves the right to determine the specific crewing requirements to meet the customer's specific requirements. The Company may determine at its sole discretion that only one (1) Qualified Train Operator is sufficient under certain circumstances including but not limited to any current operation or future expansion.

Letter of Understanding #3 – Airport Link Project would still be in force.

ARTICLE 13 – SENIORITY

13.13 **CURRENTLY READS:** 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 25.1 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.

13.13 **DELETE**

ARTICLE 16 - WEEKLY GUARANTEE

- 16.1 **PARAGRAPH 1 CURRENTLY READS:** 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.
- 16.1 **CHANGE TO READ:** A work week is guaranteed to consist of not less than forty (40) hours pay at the applicable classification rate, with not less than 2 consecutive days off **providing the employee protects all Tours of Duty as set out in their awarded assignments work schedule, or unless they fall under any exceptions as laid out in this agreement.**
- 16.4 **CURRENTLY READS:** 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.
- 16.4 **CHANGE TO READ:** Each time an employee absents themselves from a complete work day, the weekly guarantee will be reduced 8 hours pay **or the amount of hours the employee would have normally worked if greater than 8** at the applicable classification rate. **Any top up to the weekly guarantee will not apply.**

ARTICLE 17 – CLASSIFICATIONS AND WAGE RATES

- 17.1 **CURRENTLY READS:**
 - 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**

17.1 CHANGE TO READ:

- A: Fully Qualified Train Operator
- B: Train Operator (not yet fully qualified), after two (2) years 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). **A Train Operator C who has successfully passed all of the required testing and associated trips must remain discipline free for a period of two (2) years prior to moving to the level of Train Operator B.**

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**

ARTICLE 18 - OVERTIME

18.3 CURRENTLY READS: 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.

18.3 CHANGE TO READ: 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 it is on their scheduled day off**. If the hours required **on their scheduled day off** 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. **These top ups will be determined on a daily basis, and not per assignment worked.**

ARTICLE 20 - SPARE BOARD

ADD: **NEW ARTICLE:** If a spareboard employee misses a call in their respective window, the employee cannot accept a call for overtime outside of their regular spareboard window.

20.12 **CURRENTLY READS:** If a spareboard employee first out is not sufficiently qualified to take the call such that it makes it necessary for the call to be given to a spareboard employee not first out, for qualification purposes, the unqualified spareboard employee first out is sent to protect the assignment with the qualified spare board employee. Article 30.1 or Article 30.3 applies whether or not the unqualified employee is sent to protect the assignment with the qualified employee. Effective December 31, 2012, 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 for that assignment in lieu of the training premium. This claim will not be use in the calculation of the weekly guarantee and weekly overtime.

20.12 **CHANGE TO READ:** If a spareboard employee first out is not sufficiently qualified to take the call such that it makes it necessary for the call to be given to a spareboard employee not first out, for qualification purposes, the unqualified spareboard employee first out is sent to protect the assignment with the qualified spare board employee. Article 30.1 or Article 30.3 applies whether or not the unqualified employee is sent to protect the assignment with the qualified employee, **only when spareboard resources permit.** Effective December 31, 2012, 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 for that assignment in lieu of the training premium. This claim will not be use in the calculation of the weekly guarantee and weekly overtime.

20.13 **CURRENTLY READS:** All employees whether assigned to a spareboard or otherwise, called to protect an outpost assignment will be governed as follows:

20.13 **CHANGE TO READ:** All employees whether assigned to a spareboard or otherwise, called to protect **(called to protect does not include voluntarily on their off days in the form of an overtime shift)** an outpost assignment will be governed as follows:

ADD: Spareboard employees may be moved from one spareboard (days) to another (afternoons) with 24 hrs notice by the company to fulfil operational needs as deemed necessary by the company.

ARTICLE 22 - EXTRA WORK

22.8 **CURRENTLY READS:** If, when an employee is called off the extra board, they refuse the call, they will be held off the extra board for a period of fourteen (14) calendar days, calculated from the date and time the call was refused.

22.8 **CHANGE TO READ:** If, when an employee is called off the extra board, they refuse the call, they will be held off the extra board for a period of fourteen (14) calendar days, calculated from the date and time the call was refused. **Any time an employee does not answer a call, or return a voicemail when called for extra work, it will be considered a refused call, and the employee will be held off the extra board for 14 days.**

**** When calling for extra work – in the instance where there are multiple extra trains running on more than 1 day, Bombardier would like the ability to post the extra assignments that need to be filled available for all, and then fill them based on seniority order of those who have signed up for the specific assignments.**

ARTICLE 23 - POSTING POSITIONS

23.1 **CURRENTLY READS:** In the application of this article, there will be two (2) General Ad bulletins per year, each commencing at 0200 hours on the last Sunday in April and October. All positions will be declared as permanent vacancies and bulletined on the General Ad commencing on those dates. The General Ad will be bulletined not later than the second Monday in April and October.

23.1 **CHANGE TO READ:** In the application of this article, there will be two (2) General Ad bulletins per year, each commencing at 0200 hours on the last Sunday in April and October. All positions will be declared as permanent vacancies and bulletined on the General Ad commencing on those dates. The General Ad will be bulletined not later than the second Monday in April and October. **The Company reserves the right to initiate additional General Ad bulletins on an as required basis.**

23.3 **CURRENTLY READS:** In the event a new assignment(s) is created or when an assignment as defined in Article 23.2, is required to be abolished and re-advertised, the Company must post the notice of abolishment and re-advertise the assignment(s) not less than two (2) weeks in advance of the date the re-advertised assignment is to commence. The new assignment must be bulletined with a closing date not less than 7 days from the date it is posted.

- 23.3 **CHANGE TO READ:** In the event a new assignment(s) is created or when an assignment as defined in Article 23.2, is required to be abolished and re-advertised, the Company must post the notice of abolishment and re-advertise the assignment(s) not less than two (2) weeks in advance of the date the re-advertised assignment is to commence. The new assignment must be bulletined with a closing date not less than 7 days from the date it is posted. **Bombardier reserves the right to determine how the assignments will be established, including the start/end locations of each, and including multiple start locations if necessary.**
- 23.4 **NEW ARTICLE:** In the event that the length of the training program (2.5 years) is reduced on GO owned property or any other property in the future, the Company reserves the right to restrict a certain number of vacancies for training purposes. For example, should a qualified Train Operator not have the required two (2) years as Train Operator A and is unable to throttle train another employee, certain assignments which require the ability to train, may be restricted to those individuals.

ARTICLE 24 - FILLING OF VACANCIES

- 24.2 **CURRENTLY READS:** **Note:** Standby Employees will be used at the Company's discretion.
- 24.2 **CHANGE TO READ:** **Note:** Standby Employees will be used at the Company's discretion. **The company reserves the right to backfill the Standby assignment with employees other than Spareboard or canvassed employees in order to protect service.**

Temporary Vacancy (TV)

- 24.3 **CURRENTLY READS:** For purposes of this Agreement, a temporary vacancy (TV) is defined as either a vacancy initiated by an employee's annual vacation (AV), a vacancy of more than 7 calendar days or known to be of more than 7 calendar days.

24.3 **CHANGE TO READ:** For purposes of this Agreement, a temporary vacancy (TV) is defined as either a vacancy initiated by an employee's annual vacation (AV), a vacancy of more than 7 calendar days or known to be of more than 7 calendar days. **If canvassed to fill a TV from the spareboard, SB EE's must return the call and declare within an hour of being called if within their SB window. If outside their SB window, they must call back within the first 6 hours of their next spareboard on day.**

ARTICLE 26 - OUTPOSTS

26.1 **CURRENTLY READS:** 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

26.1 **DELETE**

26.4 **CURRENTLY READS:** All travelling compensation will be over and above any applicable weekly or bi-weekly guarantees.

26.4 **DELETE**

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

Note: **DELETE**

ARTICLE 27 - TRAVELLING EXPENSES

27.1 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. **This does not apply to accepting assignments when called from the availability list, or any other form of**

canvassing for overtime. Also, if an employee books sick for one of their 2 TOD's in a split shift, travel time will only apply to the portion of the assignment they protect.

ARTICLE 28 - ACCOMODATION

- 28.1 **CURRENTLY READS:** 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.
- 28.1 **CHANGE TO READ:** Each Bombardier employee covered by this Collective Agreement working an outpost assignment will be provided **an opportunity for rest.**

ARTICLE 29 – TRAINING

- 29.1 **CURRENTLY READS:** 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.
- 29.1 **CHANGE TO READ:** 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 **and the customer.**
- 29.3 **CURRENTLY READS:** 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.
- 29.3 **DELETE**

34.0 MANDATORY TIME OFF DUTY

34.1 **CURRENTLY READS:** 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.

34.1 **CHANGE TO READ:** 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. **However, if an operating employee is subject to mandatory time off duty due to crew error or negligence, they will be entitled to the rest period but the rest period is unpaid. . (example: this would be leaving a hand brake on)**

ARTICLE 35 - BEREAVEMENT LEAVE

35.3 **CURRENTLY READS:** 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.

35.3 **CHANGE TO READ:** 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. **Consecutive days will include any scheduled off days if they fall within the 3 or 5 day period.**

ARTICLE 38 - RECOGNIZED HOLIDAYS

38.1 **CURRENTLY READS:** 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.

38.1 **CHANGE TO READ:** 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.**

DELETE: Floater Days

38.3 b) **CURRENTLY READS:** 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 38.3 (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.

38.3 b) **CHANGE TO READ:** 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 38.3 (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. **If an employee works a stat holiday, they will get time and a half for hours worked, and 8 hrs stat pay exclusive of overtime.**

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October 2012**ARTICLE 39 – VACATION****39.1 CURRENTLY READS:**

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 (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

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Willowbrook Operations & Maintenance

October 2012

39.1 CHANGE TO READ:

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 (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

ADD: One week's vacation is equivalent to 5 days of vacation

ADD: The Company reserves the right to determine the percentage of employees who are off at any one given time according to operational needs.

39.3 CURRENTLY READS: 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.

39.3 CHANGE TO READ: 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. **Vacation shall be granted in seniority order for each week being requested. For example, the Crew Office will go through each employee in seniority order to schedule the first week (or first choice), then in seniority order to determine each employees second choice, and so on until all vacations are chosen.**

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Willowbrook Operations & Maintenance
October 2012

- 39.5 **CURRENTLY READS:** 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 39.
- 39.5 **CHANGE TO READ:** All employees shall take vacation in periods of not less than one (1) week blocks.

ARTICLE 40 - SICK LEAVE

- 40.1 **CURRENTLY READS:** 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.
- 40.1 **CHANGE TO READ:** 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. **Employees must call in everyday that they are absent from work, unless it is known to the employee that they will be off for a prolonged period of time, at which time the employee must advise the dispatcher of that period of time and provide medical documentation to the Human Resources Department.**
- 40.3 **CURRENTLY READS:** 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.
- 40.3 **CHANGE TO READ:** Employees who report for their assignment and who 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. **However, all weekly guarantees or daily top ups for that day will be null and void.**

NEW ARTICLE

Introduce the Brown System of Railway Discipline to replace the current system of written disciplines and suspensions.

Letter of Understanding

Letter # 2 - General Ad/Seniority

CURRENTLY READS: Article 24.10, 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 24.10 as written; problematic. If seniority, as described in Article 24.10 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 to determine the number of assignments which can accommodate two fully qualified Train Operators. Article 12.10 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 # 2 - General Ad/Seniority

CHANGE TO READ: Article 24.10, 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 24.10 as written; problematic. If seniority, as described in Article 24.10 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 to determine the number of assignments **and which assignments as directed by GO Transit** which can accommodate two fully qualified Train Operators. Article 12.10 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.

PROPOSALS PERTAINING TO MAINTENANCE OPERATIONS

ARTICLE 7.0 - NO STRIKE-LOCK OUT

- 7.1 **CURRENTLY READS:** 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.
- 7.1 **CHANGE TO READ:** The Union agrees that **neither it, nor its staff, nor any of the employees represented by it will instigate, counsel, encourage or participate in any strike (as defined in the Labour Relations Act), slowdown, work stoppage or other interference with business activities, whether complete or partial, while this Agreement continues to operate.**

ARTICLE 9 - INVESTIGATIONS AND DISCIPLINE

CURRENTLY READS:

- 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
- d) Due to the unavailability of a union representative.

BOMBARDIER

Willowbrook Operations & Maintenance
October 2012

- e) 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.
- f) 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.
- g) 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).
- h) The employee will sign their statement and be given a copy of it.
- i) 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.
- j) 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.
- k) 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.

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- l) 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.
 - m) 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.

The Company feels this entire article is onerous and overly complicated and needs to be revised for Maintenance.

ARTICLE 10 - PROBATIONARY EMPLOYEE

- 10.1 **CURRENTLY READS:** 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. Current employees hired prior to the ratification date will be covered under the previous probationary terms (90 working days).
- 10.1 **CHANGE TO READ:** 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. ~~Current employees hired prior to the ratification date will be covered under the previous probationary terms (90 working days).~~ **The Company reserves the right to extend the probation of any new employee for the**

purposes of further determining suitability for the position should it be deemed the employee could benefit from further training.

ARTICLE 13.0 - POSTING AND FILLING OF VACANCIES

- 13.3 **CURRENTLY READS:** 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.
- 13.3 **CHANGE TO READ:** For the purpose of filling vacancies, the Company will consider standing applications on file at the time that qualified employees are available to fill vacancies.
- 13.7 **CURRENTLY READS:** 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.
- 13.7 **CHANGE TO READ:** 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. **It is understood and agreed by both parties that employees may be assigned to different shifts and rest days throughout the trial period for training purposes.**

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Willowbrook Operations & Maintenance

October 2012

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- 13.9 **CURRENTLY READS:** 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.
- 13.9 **CHANGE TO READ:** Employees successfully qualifying for the bid job will be moved into the new position when the vacancy becomes available.
- 13.10 **CURRENTLY READS:** 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.
- 13.10 **DELETE:** or after 20 calendar days of qualifying, whichever is the earlier.

ARTICLE 14.0 - TEMPORARY ASSIGNMENTS IN THE BARGAINING UNIT

ADD: NEW ARTICLE

- 14.7 **ADD:** 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.

ARTICLE 16.0 – HOURS OF WORK

- 16.1 **CURRENTLY READS:** 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.

16.1 **CHANGE TO READ:** 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.

ARTICLE 17.0 - BREAKS AND MEAL PERIODS

ADD: Employees will be required to be at their respective workstations at the beginning of their shift, dressed and ready for work.

ARTICLE 18.0 - CALL BACK

18.1 **CURRENTLY READS:** An employee who has completed his/her regular shift, left the Facility, and returns to work, shall receive a minimum of two (2) hours pay at time and one half (1.5).

18.1 **DELETE**

ARTICLE 19.0 - OVERTIME

19.2 **CURRENTLY READS:** 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.

19.2 **CHANGE TO READ:** Overtime will be paid after **forty (40) hours worked in a regular work week** or for time worked on the employee's assigned rest days, rounded up to the next quarter (1/4) hour.

19.6 **CURRENTLY READS:** 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.

19.6 **CHANGE TO READ:** Overtime assignments shall be made on a **rotational basis to employees who are available to work at the time such overtime is required.**

Additionally, employees who are completing their probationary or trial period shall not have seniority rights for the purpose of working overtime unless there are no other employees available and they are currently qualified to perform the work in question. A master list shall be kept updated and posted in a central area for viewing.

19.7 **CURRENTLY READS:** 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.

19.7 **CHANGE TO READ:** 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. **Such overtime will be mandatory in the event of an emergency.**

ARTICLE 22.0 - UNION LEAVE

22.1 a) **CURRENTLY READS:** A request is made in writing to the Supervisor, Human Resources and approved at least two (2) weeks prior to the commencement of the period for which leave is requested; and

a) **CHANGE TO READ:** A request is made in writing to the **Manager**, Human Resources and approved at least two (2) weeks prior to the commencement of the period for which leave is requested; and

ARTICLE 24 - RECOGNIZED HOLIDAYS

24.1 **CURRENTLY READS:** 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.

BOMBARDIER

Willowbrook Operations & Maintenance

October 2012

24.1 **CHANGE TO READ:** 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.

DELETE: Floater Days

24.4 **CURRENTLY READS:** 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.

If any of the paid holidays fall on a non-working day for an employee, the employee will receive pay in accordance with the Employment Standards Act of Ontario.

24.4 **CHANGE TO READ:** Statutory Holidays will be paid in accordance with the Employment Standards Act.

DELETE: Second and third paragraph

24.6 **DELETE**

24.9 **DELETE**

ARTICLE 29 - BENEFITS

29.3 CURRENTLY READS:

Eligible employees will be provided annually with a voucher valued at \$180.00 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.

Beginning in October 2007, the value of the voucher will be increased to \$190.00

29.3 CHANGE TO READ:

The employee shall be provided, on an annual basis, a uniform which will consist of the following:

Two (2) short sleeved shirts
Two (2) long sleeved shirts
Three (3) pair of work pants

Employees will be provided with work clothing once per year each October. Employees who are hired throughout the year and who have not yet completed their probation will be provided with a uniform but their entitlement will be restricted to one uniform per year.

Employees must wear their Bombardier issued clothing while at work in the Maintenance Facility.

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Willowbrook Operations & Maintenance
October 2012

ARTICLE 25 - VACATION**CURRENTLY READS:**

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

25.1 CHANGE TO READ:

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

ADD: One week's vacation is equivalent to 5 days of vacation

ADD: The Company reserves the right to determine the percentage of employees who are off at any one given time according to operational needs.

25.2 CURRENTLY READS: For the purpose of vacation scheduling, the parties agree that the Company will request vacation preferences from employees, commencing by March 15th of each year until April 20th of each year.

25.2 CHANGE TO READ: For the purpose of vacation scheduling, the parties agree that the Company will request vacation preferences from employees, commencing by March 15th of each year until April 20th of each year.

The Company reserves the right to determine the percentage of employees who are off at any one given time according to operational needs.

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- 25.5 **CURRENTLY READS:** All employees shall take vacation in periods of not less than one (1) week blocks. Fractional week entitlement may be 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.

- 25.5 **CHANGE TO READ:** All employees shall take vacation in periods of not less than one (1) week blocks. **Fractional week entitlements may be taken as single vacation days subject to all provisions of Article 25 for those employees who have less than one (1) year of seniority.**

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.

ARTICLE 31 - CLASSIFICATIONS AND WAGE RATES – Job Descriptions

Clarification and Revisions required for Maintainer and Technician Job Descriptions

- 1) Event recorder downloads and testing (as part of a regulatory air brake), require basic computer skills and can be taught with minimal time investment. This should be Equipment Maintainer work. Interpreting the data and troubleshooting when required may be considered Technician work.
- 2) Disconnecting traction motor leads should be Equipment Maintainer work.
- 3) Single car testing is not beyond the skill level of an Equipment Maintainer. Troubleshooting if there is a problem is when a Mechanical Technician would become involved.

MONETARY ITEMS FOR DISCUSSION

- Implement shared cost of premiums on benefit plans
- Discuss potential flexible benefits
- Increase deductible on dental plan
- Introduce annual maximum on dental
- Introduce deductible on health plan
- Vacation to be paid at regular hourly rate
- Reduce number of steps in classifications
- Discuss Short Term Disability Income Plan