

**BOMBARDIER**

Willowbrook Operations & Maintenance and UP Express

October 30, 2017

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## **COMPANY PROPOSAL**

**For Negotiations Between:**

# **BOMBARDIER**

**WILLOWBROOK MAINTENANCE & OPERATIONS FACILITIES**

**AND**

# **TEAMSTERS CANADA RAIL CONFERENCE**

**Division 660, Shop & Rail**

***Presented on October 30, 2017***

<p>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.</p>
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**PROPOSALS PERTAINING TO RAIL OPERATIONS**

**ARTICLE 4 – DEFINITIONS**

4.20 **CURRENTLY READS: Mandatory Time Off Duty (MTOD)** – Work /Rest Rules developed pursuant to Section 20 (1) of the Railway Safety Act, RS 1985, C32 (4<sup>th</sup>).

4.20 **NOTE:** Difficult to find – **has it been removed or revised?**

**ARTICLE 7 – UNION ACTIVITIES**

7.8 **NEW ARTICLE:** In the case where there's an extended leave for an elected Union Executive (union business), the Company reserves the right to post the employee's position as a permanent vacancy.

**ARTICLE 9.0 – INVESTIGATIONS AND DISCIPLINE**

9.1 (I) **CURRENTLY READS:** 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.

9.1 (I) **CHANGE TO READ:** When an employee is dismissed or resigns, they shall within seven days (or the next scheduled pay date) receive their final pay. **Records of Employment are available to the employee on the Service Canada web site.**

**ARTICLE 18 – OVERTIME**

18.2 **CURRENTLY READS:** 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.

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18.2 **CHANGE TO READ:** 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.

Item b) applies only if the employee protected all of their bid/awarded shifts during that week.

**ARTICLE 21 – PAY DAY**

21.4 **CURRENTLY READS:** 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.

21.4 **CHANGE TO READ:** 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 **on the next off cycle pay run.**

**ARTICLE 22 – SPAREBOARD**

22.10 **CURRENTLY READS:** SB employees are expected to protect work throughout their five (5) day work week, (5 days 12 hours per day) within their individual spareboards.

22.10 **CHANGE TO READ:** SB employees are expected to protect work throughout their five (5) day work week, (5 days 12 hours per day) within their individual spareboards. **The Company reserves the right to hold a SB who may be eligible for calls outside their window, to cover a known vacancy inside their calling window, in proper calling order.**

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### **ARTICLE 24 – EXTRA WORK – AD HOC (Special Schedules)**

24.12 **CURRENTLY READS:** 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.

24.12 **CHANGE TO READ:** An employee's placement(s) on a special scheduled train(s) will be posted. **The Company shall make every effort post the employees placement four (4) days in advance of the date the special schedule is to commence.**

24.14 **NEW CLAUSE:** **In the case of an operational emergency, the Company may require the junior available qualified employee to work such overtime.**

### **ARTICLE 26 – FILLING OF VACANCIES**

26.1 **CURRENTLY READS:** 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

26.1 **CHANGE TO READ:**

- 1) **Spareboard inside window**
- 2) **Auxiliary board**
- 3) **Extra board**
- 4) **Spareboard outside window**
- 5) **Employees on days off not on Extra Board list**

### **ARTICLE 28 – OUTPOSTS**

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

28.3 **CHANGE TO READ:** Unless a new spareboard location is created, a spareboard employee's designated on-duty location **will either be Willowbrook or East Rail Facility.**

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**ARTICLE 30 – ACCOMMODATION**

- 30.1 **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.
- 30.1 **CHANGE TO READ:** Each Bombardier employee covered by this Collective Agreement working an outpost **split shift** assignment will be provided a single occupancy room, either in a rest house or a hotel.
- 30.4 **CURRENTLY READS:** The Company will be responsible to provide transportation from the on/off duty point to the place of rest and return.
- 30.4 **DELETE**

**ARTICLE 31 – TRAINING**

- 31.11 **NEW CLAUSE:** Train Operators who have been previously qualified on any GO territory, a similar trip on the territory will be considered sufficient to extend the Train Operator's territory familiarization for a year from the simulator trip. Any Train Operator who is considered familiar with a territory will accept assignments in that territory when applicable.
- 31.12 **NEW CLAUSE:** An assignment will be available in the GIG to be offered as a temporary vacancy for train Operators to participate in territory familiarization. While on this assignment, territory familiarization will be scheduled on revenue trips and/or simulator trips as available. The Company reserves the right to force Train Operators to the territory familiarization assignment, based on qualifications and seniority.
- 31.13 **NEW CLAUSE:** Preferred training assignments will be highlighted in the GIG. These assignments are open to all Train Operators by seniority. Employees who own these assignments by PV or TV will be assigned trainees at the Company's discretion unless they do not meet the regulatory requirements for being trainers.

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**ARTICLE 36 - MANDATORY TIME OFF DUTY**

36.2 **NEW CLAUSE:** 36.1 is not applicable if an employee opts to select a TV that would interfere with their next regularly scheduled shift.

**ARTICLE 39 – RECOGNIZED HOLIDAYS**

39.3 **CURRENTLY READS:** 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.

39.3 **CHANGE TO READ:** 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

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**which shall be taken no more than three (3) months after the public holiday.** Straight time hours apply to the weekly guarantee and a maximum of eight (8) hours to the calculation of weekly overtime.

39.5 **CURRENTLY READS:** 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.

39.5 **CHANGE TO READ:** 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 **which shall be taken no more than three (3) months after the public holiday.** Hours apply to the weekly guarantee and to the calculation of weekly overtime.

**ARTICLE 40 – VACATION**

40.3 **CURRENTLY READS:** 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 10<sup>th</sup> each year and posted on the OBS within two (2) days.

40.3 **CHANGE TO READ:** The company will base the number of employees **by qualification** on AV per week **based** on operational 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 10<sup>th</sup> each year and posted on the OBS within two (2) days.

40.7 **NEW CLAUSE:** **Employees shall be afforded an opportunity to be paid out any vacation days which are over and above the statutory two weeks as referenced in the ESA (Employment Standards Act)**

**ARTICLE 41 – SICK LEAVE**

41.3 **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.

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41.3 **CHANGE TO READ:** 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. **Employees shall not book sick to obtain leave leading annual vacation or statutory holidays.**

**ARTICLE 46 – CREW DISPATCHER**

46.3 **CURRENTLY READS:**

The Present CD schedule as follows will remain in effect:

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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.

**Need to discuss flexibility.**

**47.0 BENEFITS**

47.1 **CURRENTLY READS:** 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 (3<sup>rd</sup>) 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.



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47.1 **CHANGE TO READ:** 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 (3<sup>rd</sup>) 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. **The maximum amount paid will be in accordance with the maximum insurable amount under the Employment Insurance Act. (consistent with terms in benefit booklet).**

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### **APPENDIX 3 – MILTON AGREEMENT**

#### **Milton Assignments**

1. **CURRENTLY READS:** 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.

**NEW:** Needs to be updated to include new and future layover yards.

**NEW:** The Company reserves the right to require the Milton crew to make an additional flip back to Milton if necessary and/or should it be a requirement of the customer.

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**PROPOSALS PERTAINING TO MAINTENANCE**

**ARTICLE 9.0 - INVESTIGATIONS AND DISCIPLINE**

9.1 (l) **CURRENTLY READS:** 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.

9.1 (l) **CHANGE TO READ:** When an employee is dismissed or resigns, they shall within seven days (or the next scheduled pay date) receive their final pay. **Records of Employment are available to the employee on the Service Canada web site.**

9.1(m) **NEW CLAUSE:** **Should the Local Chair be unavailable to support the employee in the investigation because of a prior commitment or conflict, they shall delegate to another qualified officer or representative of the Union.**

**ARTICLE 13.0 - POSTING AND FILLING OF VACANCIES**

**Need to establish language around abolishment and bumping.**

**ARTICLE 14 – TEMPORARY ASSIGNMENTS IN THE BARGAINING UNIT**

14.6 **CURRENTLY READS:** 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.

14.6 **CHANGE TO READ:** 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.

**ARTICLE 16 – HOURS OF WORK**

16.2 **CURRENTLY READS:** Unless otherwise mutually agreed, employees are to be provided training during their regularly assigned shift.

- 16.2 **CHANGE TO READ:** When group based training is scheduled, the individual is required to be present on the shift where the training is being provided. The Company shall provide a minimum of 5 days' working notice to allow the employee sufficient time to prepare. Individual based training or recertification training will be provided on the employee's regularly scheduled shift when possible.
- 16.3 **NEW CLAUSE:** Employees must be dressed and ready for work, including wearing the proper PPE at the start of their designated shift.

## **ARTICLE 19 - 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 per week** or for time worked on the employee's assigned rest days.
- 19.5 **CURRENTLY READS:** 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.
- 19.5 **CHANGE TO READ:** 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. **Exception: When the OT is required to cover work on a statutory holiday, the junior person who normally works that day will be forced to work the overtime.**

## **ARTICLE 21 – PAY DAY**

- 21.4 **CURRENTLY READS:** 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.

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21.4 **CHANGE TO READ:** 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 **on the next off cycle pay run.**

**NOTE:** Do we want to define 660 bid system here?

**ARTICLE 35 - ZONE AGREEMENT**

**Needs to be revised to reflect how OT and extra work is managed between Willowbrook and East Rail.**

**ARTICLE 47 - BENEFITS**

47.1 **CURRENTLY READS:** 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 (3<sup>rd</sup>) 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.

47.1 **CHANGE TO READ:** 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

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**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 (3<sup>rd</sup>) 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. **The maximum amount paid will be in accordance with the maximum insurable amount under the Employment Insurance Act. (consistent with terms in benefit booklet)**

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**ARTICLE 47 - BENEFITS**

**47.3 CURRENTLY READS:**

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.

**47.3 DELETE – UP Express provides employee uniforms**