

**MEMORANDUM OF AGREEMENT BETWEEN BOMBARDIER AND TCRC**  
**DIVISION 660**

Bombardier Transportation Canada Inc. (Bombardier) and the Teamster Canada Rail Conference Division 660 (TCRC Division 660) agree to establish an auxiliary board.

The auxiliary board is first established on a temporary basis as this proposal may need to have minor adjustments to ensure the auxiliary board is working as intended without adversely affecting the regular full-time bargaining unit employees both economically and with regard to Bombardier's commitment to hire, promote and train its employees

The purpose of this agreement is to provide temporary casual bargaining unit labour to supplement the crew base for Train Operators when all full time Train Operators have been exhausted. This will allow Bombardier to continue to protect service requirements for GO transit when crew bases have been depleted. Casual bargaining unit labour's wages, benefits and working conditions are as follows:

1. The auxiliary board will consist of casual bargaining unit labour qualified to operate trains on GO transit lines that are regularly crewed by Bombardier Employees. Auxiliary board labour will be members of TCRC Division 660 and pay dues accordingly
2. This proposal will not result in a reduction to the number of full time employees and Bombardier will continue to train present employees and hire the required number of employees to meet service requirements.
3. A qualified labour pool of individuals wishing to be included on an auxiliary board employee will be compiled by the company. The qualified labour pool will initially be listed in alphabetical order (a-z) using the individual's first letter of his/her last name. Once the company has determined in accordance with this proposal clause 7 and 8, the number of auxiliary board employees it will require, the qualified labour pool will be canvassed in first to last order and those individuals in the qualified labour pool who wish to work, will be placed on the monthly auxiliary board in the order in which they were canvassed. The qualified labour pool will continue to be canvassed in rotation on an as need basis. If an offer of employment is declined for the month, or at the completion of a calendar month's auxiliary board service, the individual will be placed on the bottom of the qualified labour pool list.
4. Auxiliary board labour is temporary labour that will be called into active service as herein defined. All provisions of the Collective agreement pertaining to classification seniority will not apply, nor will auxiliary board employees appear on the Train Operator's seniority list. Should an auxiliary board employee become a full-time employee at a later date, CA Article 13.5 Rail, will apply the first day of hire as a full-time employee. Should a full-time employee resign and become an auxiliary board employee, his/her seniority will be deleted from the Train Operator's seniority list.

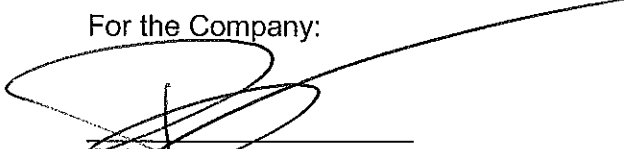
5. Casual bargaining unit labour will not be used without the company first complying with this agreement clause 10. Consequently, auxiliary board labour can not apply, nor will they be forced, on an assignment for more than one day.
6. Bombardier will ensure that auxiliary board employees maintain a valid rules certificate, up to date medicals and are familiarized on the territories for which they will be required to operate.
7. Bombardier and TCRC Division 660, by mutual agreement, will determine no later than the 25<sup>th</sup> day of the preceding month the number of auxiliary board employees required to work in a calendar month.
8. Once it is determined the number of auxiliary board employees required, they will be notified no later than 48 hours prior to the first Sunday of the month, and placed on the auxiliary board at 0001 on the first Sunday of the month required.
9. While the train operator's auxiliary board has no assigned days off, auxiliary board employees need only be available for duty for five (5) consecutive days in a calendar week as a minimum requirement to qualify for the weekly guarantee as outlined in clause 14. The five (5) consecutive days an auxiliary board employee is required to be available for duty will be assigned no later than 48 hours prior to the first Sunday of the month, and will be the same days for the entire calendar month the auxiliary board employee is required with the following exception:

Auxiliary board employees hired prior to May 31<sup>st</sup>, 2013 will always be required Monday thru Friday inclusive, as the minimum requirement to qualify for the weekly guarantee as outlined in clause 14.
10. Auxiliary board employees will only be used when all full-time bargaining unit employees who desire to be called for extra work have been given the opportunity for all available work and the lists are exhausted. (Exhausted for this purpose means that there are no available full-time employees- whether available at straight time or overtime – okay for duty on any of the spare boards or any qualified full-time employees available on the extra lists who can accept the call without affecting their regular assignment.) Extra lists will be kept current and will be posted daily. For the purposes of this proposal the procedure for calling an ad hoc vacancy is therefore as follows:
  - a) spareboard – inside window
  - b) extra list
  - c) spareboard – outside window
  - d) auxiliary board
  - e) employees (not on extra list) on days off
  - f) auxiliary board employee not designated for the auxiliary board for that month (in this case the utilized employee will have the option to remain on the auxiliary board for the remainder of the month and be entitled to those provision outlined in clause 13 of this agreement)

11. If it can be determined that a full-time bargaining unit employee was both qualified and available for duty and complied with all the conditions of this agreement clause 10, and was not properly called, he/she will be entitled to all wages he/she would have earned had he/ she been properly called for the assignment for which the casual bargaining unit labour employee was improperly called.
12. Should there be a full-time bargaining unit employee available for extra work, but not qualified on the corridor, the full-time employee will be given the option to work in a familiarization role and the auxiliary board employee will be utilized to operate.
13. Bombardier will have the right to utilize an auxiliary board employee at any time for the purpose of familiarization, but such employee will not be considered a part of, nor will the auxiliary board employee replace, any position considered a part of the standard crew consist of two (2) Train Operators.
14. Once an auxiliary board employee has been notified that he/she is required for the month, he/she will be retained on the auxiliary board for the entire month or any portion thereof with a weekly guaranteed payment of not less than, 78% of the weekly guaranteed wages paid to full-time spareboard employees. The weekly guaranteed payment will be pro-rated under the following conditions:
  - (a) if necessary and if agreed to in advance of the month required, any portion of a week as per clause 9 of this agreement an auxiliary board employee is unable to attend to the auxiliary board and
  - (b) to any partial weeks remaining in a calendar month where the auxiliary board employee is either not required or unable to provide service in a subsequent month.
15. Auxiliary board labour that is activated for the month will forfeit their weekly guarantee entitlement if they are unavailable when called to work at any time during their assigned five (5) days as per clause 9 of this agreement.
16. Unless the auxiliary board employee is unqualified for the call, for the purpose of filling ad hoc vacancies, auxiliary board employees will be called on a first in first out basis.
17. Wages for auxiliary board labour will be as per Collective Agreement Art. 17.1 Rail Train Operator A rate, with any payment for vacation to be paid bi-weekly.
18. The benefit package will not apply for auxiliary board employees, but they will be compensated 20% of their gross bi-weekly income in lieu of any benefit package.
19. Full union dues will be deducted bi-weekly for each pay period or portion thereof an auxiliary board employee is compensated to protect the auxiliary board.
20. This agreement can be cancelled with thirty (30) days written notice by either party to the other.
21. This Agreement is without precedent or prejudice

Signed this 10<sup>th</sup> day of June, 2013

For the Company:

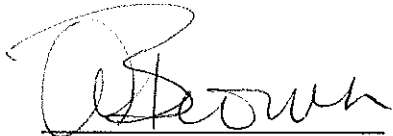


Rob Doan  
Manager Train Operations  
Bombardier Transportation

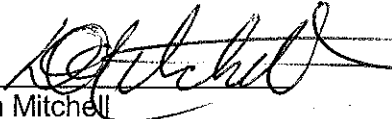
For TCRC Division 660:



George MacPherson General Chairman  
General Chairman  
TCRC Division 660



April Brown  
Manger, Human Resources  
Bombardier Transportation



Don Mitchell  
General Manager, Operations  
Bombardier Transportation