

Memorandum of Settlement
Dated April 14, 2011
Between
Bombardier Transportation
Canada, Inc.
And
Teamsters Canada Rail Conference
Division 660

Concerning Application of Wages Increases and other changes
Covering the Years 2010, 2011, 2012

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Term, Wages and Benefits

Term of the Contract

Three years commencing January 1, 2010.

Retroactive pay applies to all hourly wages paid. In order to receive a retro-payment, the individual must be an employee of the Company on the date of ratification. The remainder of the changes are effective upon ratification.

Change existing Article 32 to read:

This Agreement shall be effective from January 1, 2010, and shall remain in effect until December 31, 2012 and from year to year thereafter unless either party gives notice, in writing to the other party, not less than ninety (90) days prior to the expiration thereof to terminate or review this Agreement or to negotiate a revision thereof.

Wages

1st year – All hourly wages to be increased by 3% effective January 1, 2010.

2nd year – All hourly wages except Train Operator A to be increased by \$1.50 per hour effective January 1, 2011.

Train Operator “A” to be increased by \$9.34 per hour effective January 1, 2011.

3rd year – All hourly wages to be increased by 2% effective January 1, 2012.

Benefits

Change existing Article 29.1 Dental, to reflect the annual Ontario Dental Association (ODA) Fee Guide in effect on the date of the procedure.

Dental

The Company shall provide the following dental at the ODA Rates at the date the service was provided.

- i) preventive and basic services – 100%
- ii) major restorative – 50%

A deductible of fifty (\$50.00) (fifty) for family coverage and twenty-five (\$25.00) for single coverage shall apply (see appendix 2)

Terms which are Common to all Classifications:

Recognition - change existing Article 2.0 to read:

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

Pay Day - establish new Article to read:

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

Check Off of Union Deductions - change existing Article 5.4 to read:

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

within fourteen (14) days of the Company being made aware of such discrepancies.

Grievance and Arbitration Procedure - change existing Article 8.0

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

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

This step may be bypassed, in which case, the provisions of Step 1 will apply provided that the grievance will be presented to the immediate Supervisor in the manner prescribed by Step 1 within 15 days from the day that the circumstances that gave rise to the complaint became known or ought to have become known to the employee.

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

8.4 STEP 1

Within fifteen (15) calendar days from the immediate supervisor's verbal response, the union shall present a signed, dated, written statement of such grievance to the immediate supervisor or designate. The nature of the grievance, the Article(s) of the Agreement that has been allegedly misapplied or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance. The immediate supervisor or designate shall deliver his/her decision within fifteen (15) calendar days following the day on which the grievance was presented to him/her.

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

8.5 STEP 2

If such complaint is not settled to the satisfaction of the union or the union has not received an answer before the time limits specified above, the union shall present the written grievance to the Manager or designate within fifteen (15) calendar days following the decision or time limits under Step 1. The Manager or designate shall deliver his/her decision within fifteen (15) calendar days following the day on which the grievance was presented to him/her.

8.6 **STEP 3**

If the Manager does not give an answer within the specified calendar days or if the answer is unacceptable, the Union may submit the grievance to the Manager, Human Resources or designate within thirty (30) calendar days following the decision or time limits under Step 2.

Within thirty (30) calendar days following the filing of a step 3 appeal, the Manager, Human Resources or designate shall hold a meeting with the grievor, and the Union representative during their working hours to discuss the grievance, and shall deliver his/her decision in writing. Either party may request the assistance of a staff representative to attend at said meeting.

- 8.7 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the resolution of the complaint or grievance, the employee shall continue to perform the normal duties assigned to him/her by management (unless he has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee or any other person.
- 8.8 The Union or the Company may file a "Policy Grievance". A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. Such policy grievance shall be filed in writing within thirty (30) calendar days from the occurrence or origination of the circumstances giving rise to the grievance.
- 8.9 Within thirty (30) calendar days of filing of the policy grievance, a meeting shall be held between representatives of the Company and the Union, and the grievance shall be answered in writing.
- 8.10 Any step of the grievance procedure may be waived or have the time limits extended by mutual agreement in writing between the Company and the Union. Discipline involving suspensions will commence at Step 2 of the grievance procedure; discipline involving discharge will commence at Step 3.

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

Investigations and Discipline - change existing Article 9 to read:

- 9.1 a) When an investigation is to be held, each employee whose presence is desired will be notified, in writing if so desired, as to the date time, place and subject matter. A copy of the notice will also be supplied to the Local Chairman. In the event the Company is unable to make contact with an employee, a registered letter will be sent to the employees last known address.
- b) The notification shall be provided not less than two days prior to the scheduled time for the investigation unless arrangements for a shorter notification time have been made between the Company Officer and the employee being investigated or the representative of the Union. However,

this is not meant to prevent a representative from the Company, who may be on the ground when the cause for such investigation occurs, from obtaining the facts relevant to the incident.

- c) The notification shall include advice to the employee of their right to have a representative of the union attend the investigation. The Company will not unreasonably deny requests for a postponement or delay due to the unavailability of a union representative.
- d) The notification shall include advice to the employee of their right to request witnesses on their own behalf. If the Company is agreeable and the witness is a company employee, the witness will be at the Company's expense. If the Company is agreeable and the witness is not a company employee, it will be at the Union's expense.
- e) The notification shall be accompanied with all available evidence, including a list of any witnesses or other employees, the date, time, place and subject matter of their investigation, whose evidence may have a bearing on the employee's responsibility.
- f) The Company shall include with notice to the employee a copy of information provided by the Union outlining name(s), addresses and telephone numbers of the Local Chair(s).
- g) The employee will sign their statement and be given a copy of it.
- h) Clause e) above will not prevent the Company from introducing further evidence or calling further witnesses should evidence come to the attention of the Company subsequent to the notification process above. If the evidence comes to light before commencement of the investigation, every effort will be made to advise the employee and/or the representative of the Union of the evidence to be presented and the reason for the delay in the presentation of the evidence. Furthermore, should any new facts come to light during the course of the investigation such facts will be investigated and, if necessary, placed into evidence during the course of the investigation.
- i) If the employee is involved with responsibility in a disciplinary offence, they shall be afforded the right on request for themselves or a representative of the Union or both, to be present during the investigation of any witness whose evidence may have a bearing on the employee's responsibility, to offer rebuttal thereto and to receive a copy of the statement of such witness.

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

Probationary Employee -change existing Article 10 to read:

- 10.1** The probation of each employee covered by this Agreement shall end after the period of six (6) months from the date their employment began. Should the employee be absent for more than five (5) consecutive days during the probationary period, their probation will be extended to equal the days absent. Current employees hired prior to the ratification date will be covered under the previous probationary terms (90 working days).
- 10.2** It is understood and agreed the dismissal of a probationary employee is a decision of the Company. However such dismissal of a probationary employee shall be for just cause understanding that the standard for cause relating to a probationary employee is lower than that of a non-probationary employee.

Seniority - change existing Article 11.2 to read:

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

Jury Duty and Attending Court – change existing Article 23.0 to read:

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

Terms which apply to Maintenance Employees:

Master Sign Up – add new clause as Article 11.9 Master Signup is limited to shift selection. Work Area selection within the shift is governed by Article 13 and is not affected in any way. Within seven (7) days of ratification an initial Master Sign Up will be posted for thirty (30) days and made effective the first Sunday of the following pay period. Thereafter, Master Sign Up will be posted annually as outlined in Article 11.9.

11.9 Once each year, the maintenance master sign up (shift change) within each classification will be open for bid. Master sign up will be posted annually the second Monday of January for a period of thirty (30) days. The results will be posted within seven (7) days of the close of the bulletin, and will take effect the second Sunday in March. Classification seniority will govern all applications.

Employee submitting bids for a Classification Shift Change must be working that classification at the time of the bid. Bids will be submitted to the designated Company representative with a copy to be supplied to the Union Local Chairman.

Should any employee be absent from work for the entire duration of the Master Sign up for reasons such as, but not limited to: vacation, illness, injury, leave of absence, maternity or paternity leave, etc., the employee will have the ability to claim the new Classification Shift Change at his/her first opportunity after returning to work provided they have the seniority to do so.

Temporary Assignments in the Bargaining Unit – change existing Article 14.1 to read:

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

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

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

General Holiday Floater Day – change existing Article 24.9 to read:

24.9 A floater shall be taken in accordance with the following:

- (a) The employee notifies his/her proper authority in writing no less than five (5) working days prior to the day the employee desires to take leave with pay;
- (b) Such leave shall be approved by the employer based on workforce and service requirements.
- (c) Floater days may not be scheduled between December 15 and January 5 annually
- (d) The employee will be paid for such leave subject to the provisions of Articles 21.7 and 21.8.
- (e) Employees failing to utilize their floater day entitlement prior to December 16 will be paid out 100% of the remaining floaters the next available pay in December.

Bargaining Unit Work – change existing Article 27 to read:

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

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

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

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

The Company will provide no less than five (5) days advance notice in writing to the Union of all instances where these vendors or suppliers are to be allowed

access to the workplace. In cases of unforeseen circumstances as soon as it is known by the Company, the Union will be notified in writing as soon as reasonably possible, which is meant to be prior to such persons arriving on site.

- 27.3** In the event that specific and temporary repair work cannot be performed on site and must be sent off site, the specific temporary work must be of limited duration and must not include work normally performed by bargaining unit employees.
- 27.4** There shall be no layoffs, no reduction of bargaining unit employees and/or no loss of bargaining unit work as a result of the application of this Article.
- 27.5** Should the Union allege the Company has violated any of the provisions of this Article 27 the parties will meet within two working days of the Union's written notice to the Company. Within thirty (30) days of this meeting, unless the issue is resolved, the Union may initiate a grievance at Step 3 of the grievance procedure.

Article 30 Classifications and Wages – add two new classifications: HVAC Maintainer and Welder

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

Welder: at welder rate of wages.

Article 30 Classifications and Wages – add Job Descriptions as a new clause.

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

This clause consists of:

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

Mechanical Technician

1. Responsible for troubleshooting, analysis, fault detection, repair and test of both coach and locomotive mechanical systems, sub-systems and components including mechanical, pneumatic and auxiliary equipment;
2. Perform modifications from drawings, prints or mechanical systems on coaches and locomotives as assigned;
3. Main engine lead readings;
4. Alignment of rotating equipment; (example: compressor, auxiliary generator, HEP generator)
5. Wheel Truing/Operate Wheel Lathe Machine;
6. Strip and Build Traction Motors;
7. Inspections using the Single Car Test Device and orifice testing on locomotives.
8. Quarterly and semi-annual air brake test on locomotive and cab car;
9. Power assembly change out;
10. Main Engine turbo charger change out;
11. Pre, Post, and Numbered Inspections – Locomotive;
12. Main Engine and HEP injectors change out;
13. Locomotive Traction motor change out together with Equipment Maintainer.
14. Locomotive, coach and cab car preventive maintenance at PM, together with Electrical Technician and Equipment Maintainer.
15. Main engine governor (F59) and HEP actuator change out.
16. Check operation of main engine shut down protective devices.
17. Repair of couplers.

Equipment Maintainer

1. Perform and document routine maintenance repairs on coaches and locomotives.
2. Repair and install railway car parts such as air valves, bearings, couplings, air cylinders and piping as a result of troubleshooting, analysis or fault detection by a technician, or through routine maintenance. (NOTE: coach and/or cab car pneumatic part replacement (air brake system) is to be tested by a technician following the repair, the same as the single car test.)

3. Repair defective or damaged metal, plastic and fiberglass accessories. Using hand or power tools.
4. Replace damaged windows.
5. Review and/or create defect sheets and attend to them with the supervisor's approval and complete all documentation.
6. Dumping and charging toilet and associated repairs. Report any problems to supervisor for any further action if required.
7. Perform certain tasks within Preventative Maintenance Inspections, and perform Routine Maintenance Inspections on interior and exterior components of passenger transit rail equipment determining proper operation, and the extent of wear and/or damage.
8. Locomotive, coach and cab car preventative maintenance at PM together with Electrical Technician and Mechanical Technician.
9. Re-torque using torque machine or wrench.
10. Coach Wheel change and shimming
11. Inspection of couplers (done every 90 days while in shop)
12. Disc rotor, tread brake, actuator and air line replacement.
13. Wayside power application and removal (Yard and PM)

Equipment Maintainer / Rail Equipment Operator (EM / REO)

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

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

Electrical Technician

1. Responsible for troubleshooting, analysis, fault detection and repair of coach and locomotive electrical systems, sub-systems and components.
2. Perform modifications from drawings, prints or electrical systems on coaches and locomotives as assigned;
3. Test and download event recorder on laptop computer.

4. Megger reading for insulation test.
5. Locomotive, coach and cab car preventive maintenance at PM together with Mechanical Technician, and Equipment Maintainer.
6. Change out 575 volt receptacles and permanent wiring within the coach or locomotive.

Locomotive:

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

Car Equipment:

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

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

Welder

1. In preparation for welding, primarily responsible for joining pieces of metals, ferrous and non ferrous together such as pipe, sheet, beams, etc. Using various processes such as but not limited to; SMAW, MIG, TIG and GAS welding.
2. Brazing and soldering of metal such as steel, stainless and copper pipe.
3. Cutting of metal with the use of oxy-acetylene torches and plasma arc.

4. Shaping, bending or restoring damaged metal structures or apparatus through the use of heat combined with pulling or stretching, hammering etc. to restore pieces to their original shape.
5. Modifying, altering or retrofitting equipment or controls through cutting or welding processes.
6. Welding and repair of carbody by repairing rusted panels, cracked engine components and structural steel members.
7. Lay out components, parts or structures to allow for fabrication according to drawings.

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

Storekeeper

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

Outpost Technician (Bathurst and Georgetown)

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

1. Troubleshooting and repair of coaches and locomotives electrical and mechanical systems.
2. Shutdown consist power and place on wayside power ensuring dispatch set up.

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

General Labourer

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

HVAC Maintainer

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

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

Definitions

Routine maintenance inspection: Daily Brake tests and trip inspections.

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

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

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

Questions and Answers

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

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

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

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

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

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

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

A4: No.

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

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

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

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

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

- A7: Yes, the collective agreement continues to provide for that type of mobility.
- Q8: What is a diagnostic tool?
- A8: A troubleshooting or measurement tool which measures, detects, calibrates, or otherwise determines fault or compliance.
- Q9: What is an unscheduled designated repair?
- A9: Failure of equipment for a wide variety of reasons that are too numerous to list. It is meant to include malfunctioning, leaking, missing, cracked, worn out, vandalized, broken, or stolen equipment or features.
- Q10: Which classification performs the unscheduled designated repairs?
- A10: All classifications do, but for the purposes of pay, we rely on our experience as to whether or not it is a technician task. If in doubt we would refer to the job descriptions, and if in further doubt we would sit down and discuss to finality.
- Q11: Does the introduction of new equipment or procedures change anything as far as job descriptions or tasks.
- A11: No, the existing job descriptions will be used to determine the classification required to perform the work, consistent with the existing methodology where Technicians are responsible for troubleshooting, analysis, fault detection and repair, and Equipment Maintainers perform routine maintenance. Other classifications may see new equipment and tasks assigned consistent within their area of jurisdiction. In the event of a dispute, the Union and Management will meet to resolve to finality.
- Q12: Why is "Locomotive, coach and cab car preventive maintenance at PM" listed in more than one job description?
- A12: This is listed within the Electrical Technician, Mechanical Technician, and Equipment Maintainer job descriptions because each classification has specific numbered tasks that form part of the preventative maintenance schedule.

Establish 2 Letters of Understanding

Letter of Understanding #1

Advancement of Equipment Maintainers from 'C' to 'D' Rates

Consistent with our discussions on this subject, the purpose and objective of this letter is to initiate and sustain the training program so that Equipment Maintainers may advance from the "C" to "D" rate of pay.

To achieve the objective the following will apply:

- Within 60 days of ratification, a Training Bulletin will be posted for 10 days advertising for 5 Equipment Maintainers at "C" rate, to enter into the existing training program and testing in order to advance to "D" rate of pay.
- Subsequent Training Bulletins advertising 5 additional training positions will be posted and awarded every four (4) months. In the event two (2) consecutive bulletins do not have any successful applicants, further Training Bulletins will be advertised once every twelve (12) months in order to continue providing the opportunity for Equipment Maintainers to qualify for the "D" rate of pay. .
- Applications will be selected on the basis of classification seniority.
- Training will begin within 7 days of the close of the bulletin, unless otherwise mutually agreed on an individual basis.
- Upon selection for training an orientation meeting will take place to select the training subjects, to make a training plan and to establish a reasonable timeframe to complete the training.
- Annual vacation scheduling will not be affected by acceptance into the training program, nor will authorized absences from work affect the advancement through the training program.
- The "D" rate of pay will apply the first work day following successful completion of the training program.
- A successful applicant to a Training Bulletin, who commences training but withdraws themselves from the training program prior to completion, will be restricted from bidding the next two subsequent Training Bulletins. Withdrawals for compassionate reasons as mutually agreed between the Union and Company, will not be restricted from bidding subsequent Training Bulletins.

Letter of Understanding #2

Current Number of Technician Positions

Memorandum of Understanding

Between Bombardier Transportation Canada Inc. and

Teamster Canada Rail Conference Division 660

During the course of general discussions between the parties, the number of Technician positions in the Maintenance Shop was addressed. Specifically, that the current number of Technician positions would be reduced and replaced with Equipment Maintainer positions.

In an effort to address the Union's concerns regarding this issue, Bombardier is prepared to commit to maintaining the present levels of Technician positions for the duration of the current Collective Agreement.

The current number of Technician positions at the Willowbrook Maintenance Facility are as follows:

Mechanical Technician Positions	14
Electrical Technician Positions	22
Outpost Technician Positions	2

While each Technician position is not presently filled, the company commits the full complement of positions will be filled through the bulletin, testing and training process as soon as possible following ratification. The Bulletin will be posted May 2, 2011.

In addition, Bombardier and the Union will continue to monitor the number of hours of ad hoc promotions from Equipment Maintainer to Technician, for the purpose of engaging in constructive, non-binding discussions on whether additional Technician positions are warranted.

Terms which apply to Rail Classifications:

Definitions - establish new Article to read:

- 1.1 The term “**representative**” of the bargaining unit shall mean the duly accredited representative designated by the Union.
- 1.2 The term “**Company**” shall mean Bombardier Transportation Canada Inc.
- 1.3 **TO** stands for Train Operator.
- 1.4 **CSA** stands for Customer Service Ambassador.
- 1.5 **CD** stands for Crew Dispatcher.
- 1.6 In this Agreement, words importing the singular shall include the plural and vice versa where the context requires. The use of such words as “he”, “his” and “him” as they may appear in the Agreement are not intended to restrict the application of the Agreement or a particular rule to a particular gender, but are used solely for the purpose of grammatical convenience and clarity. Accordingly, words importing the masculine gender shall include the feminine gender where the context requires.
- 1.7 “**Assignment**” pertains to a daily job which may contain one (1) or no more than two (2) tours of duty in a twenty-four (24) hour period.
- 1.8 **Tour of duty** – a continuous time on duty from the time of reporting for duty to the time the employee books off duty.
- 1.9 **Split shift** – a regular assignment containing 2 tours of duty separated by time off duty in between two tours of duty within a 24 hour period. [Example assignment # 40 is an assignment, within which are two (2) tours of duty in a 24 hour period. (i.e. 40A and 40B).]
- 1.10 **Ad Hoc Vacancy** is a vacancy of seven (7) calendar days or less.
- 1.11 “**Temporary Vacancy**” (TV) is an annual vacation vacancy or another vacancy of more than seven (7) calendar days.
- 1.12 “**Permanent Vacancy**” (PV) is a vacancy resulting from an employee vacating an assignment on a permanent basis or by the establishment of a new permanent assignment.
- 1.13 **Spareboard** (SB) is a regular assignment(s) at Willowbrook containing a list of employees whose purpose is to provide relief.
- 1.14 **Emergency** - is defined as a personal injury, derailment which requires the restoration of service, a track dislocation, which requires the restoration of service, serious level grade crossing accident or an incident that would compromise the safety of employees, Company equipment and or Company property.

- 1.15 **Over and Above** – a term used when describing compensation that is to be excluded in the calculation of any guarantee entitlement.
- 1.16 **Forced** – A term used when an employee is required to fill a position by virtue of their seniority and not by bid.
- 1.17 **Blind Bid Form** – A form used by an employee to exercise their seniority in the following circumstances:
- i) They wish to work a TV resulting from annual vacation.
 - ii) They wish to claim a PV in the period between General Change of Assignments.
 - iii) They are displaced.
- 1.18 **Operating Employee** – An employee working and/or training as a Train Operator.
- 1.19 **Employee** – Where the term employee is used, it refers to all Rail Classifications.
- 1.20 **Mandatory Time Off Duty (MTOD)** – Work /Rest Rules developed pursuant to Section 20 (1) of the Railway Safety Act, RS 1985, C32 (4th).
- 1.21 **Route familiarization** - Is a term used to meet the number of trips to become fully qualified on a specific territory.
- 1.22 **Route Re-familiarization** – Is the term used to describe subsequent familiarization on a territory an employee was previously qualified on.

Crew Consist- establish new Article to read:

- 3.1 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.

Seniority – establish new Article to read:

- 4.1 Prior to June 1st 2008 the Train Operator's seniority list was set and structured in the following manner in accordance with Letter Of Understanding #4 (May 2, 2008) Item 8:
- Group 1: Employees transferred from the Maintenance
 - Group 2: Qualified Train Operators hired prior to June 1, 2008

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

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

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

Sen.	First Name	Last name	Occupation	Group
1	Demetre	Chalkidis	Train Operator	1
2	Rick	Collins	Train Operator	1
3	Kirk	Ewart	Train Operator	1
4	Christopher	Fox	Train Operator	1
5	Roberto	Lopez	Train Operator	1
6	John Henry	Hontiveros	Train Operator	1
7	Michael	Noseworthy	Train Operator	1
8	Hector	Granados	Train Operator	1
9	Dennis	Cutmore	Train Operator	2
10	Paul	McGraw	Train Operator	2
11	Patrick	Quinlan	Train Operator	2
12	John	Michaluk	Train Operator	2
13	Scott	Masci	Train Operator	2
14	John	Sauve	Train Operator	2
15	Andrew	McKinlay	Train Operator	2
16	Kenneth	Georgieff	Train Operator	2
17	Terry	Donovan	Train Operator	2

18	George	MacPherson	Train Operator	2
19	Darin	Leblanc	Train Operator	2
20	Lance	Mugford	Train Operator	2
21	Michael	Winstanley	Train Operator	2
22	Andrew	Trela	Train Operator	3
23	Daniel	Santos	Train Operator	3
24	Jonathan	Cooke	Train Operator	3
25	Paul	Drysdale	Train Operator	3
26	Donovan	Chen	Train Operator	3
27	John	MacFarlane	Train Operator	3
28	Clayton	Crisp	Train Operator	3
29	Paul	Gudnason	Train Operator	3
30	Derek	Groulx	Train Operator	3
31	Mike	Oliphant	Train Operator	3
32	Daniel	Learn	Train Operator	3
33	Aaron	Wigley	Train Operator	3
34	Gregory	Vaughan	Train Operator	4
35	Jason	Masternak	Train Operator	4
36	Michael	Clark	Train Operator	4
37	John	Faught	Train Operator	4
38	Martin	Dorgan	Train Operator	4
39	Shawn	Pleunis	Train Operator	4

40	Aneil	Persad	Train Operator	4
41	Craig	Holloway	Train Operator	4
42	Omar	Harrison	Train Operator	4
43	Edwardo	Santiago	Train Operator	4
44	Dino	DiPietro	Train Operator	4
45	Pavel	Zvonov	Train Operator	4
46	Nadeem	Sheikh	Train Operator	4
47	Akash	Balgobin	Train Operator	4
48	Stuart	Speare	Train Operator	4
49	Sean	McRae	Train Operator	4
50	Mauro	Carini	Train Operator	4
51	Donovan	Hyde	Train Operator	4
52	Sebastian	Luciano	Train Operator	4
53	Drew	Thorpe	Train Operator	4
54	David	Clark	Train Operator	4
55	Shaun	Woods	Train Operator	4
56	Frankie	Azzopardi	Train Operator	4
57	Carl	Pulsifer	Train Operator	4
58	Patrick	Frigault	Train Operator	4
59	Ana	Davies	Train Operator	4
60	Brad	Stevens	Train Operator	4
61	Ismael	Shqueir	Train Operator	4

62	Michelle	Duclos	Train Operator	4
63	Anup	Tanna	Train Operator	4
64	Philippe	Reyes	Train Operator	4
65	Buzz	Grant	Train Operator	4
66	Christine	Morelieras	Train Operator	4
67	Michael	Jones	Train Operator	4
68	Alain	Lashley	Train Operator	4
69	Donald	Auld	Train Operator	4
70	Peter	Murphy	Train Operator	4
71	Craig	Mattis	Train Operator	4
72	Dennis	Brillinger	Train Operator	4
73	Mark	Biczak	Train Operator	4
74	Matthew	Thompson	Train Operator	4
75	Mark	Konishi	Train Operator	4
76	Troy	Cook	Train Operator	4
77	Paul	Labelle	Train Operator	4
78	Ryan	Babister	Train Operator	4
79	Michael	Sanderson	Train Operator	4
80	Wyndham	Fraser	Train Operator	4
81	Richard	Carlson	Train Operator	4
82	Victoria	Lawrie	Train Operator	4
83	Rodney	Singer	Train Operator	4

84	Shane	Sweeney	Train Operator	4
85	Jody	Solsky	Train Operator	4
86	Jay	Hallett	Train Operator	4
87	Justin	Dawson	Train Operator	4
88	David	Markovich	Train Operator	4
89	Wayne	Mailman	Train Operator	4
90	Karen	Nicholson	Train Operator	4
91	Teri	Alexander	Train Operator	4

- 4.3 The seniority standing of all Train Operators hired subsequent to May 31, 2008, is determined by their first day of hire in the classification of Train Operator, as stipulated in Letter Of Understanding #4 (May 2, 2008) Item 8.
- 4.4 The seniority standing of all Customer Service Ambassadors (CSAs) is determined by their first day of hire in the classification of Customer Service Ambassador.
- 4.5 The seniority standing of all Crew Dispatchers is determined by their first day of hire in the classification of Crew Dispatcher.
- 4.6 For the purposes of clarification, where the term “hire” is used in this article it refers to the first day an employee is entitled to remuneration.
- 4.7 For employees who have the same date of hire, their seniority ranking will be determined by way of a draw conducted in the presence of a union representative.
- 4.8 Where the collective agreement provides for employees to change classification, employees with the intention of moving permanently from one classification of service to another will establish their classification seniority according to the relevant articles of the collective agreement.
- 4.9 An employee’s service shall be continuous from the first day of hire.

Classifications and Wage Rates - establish new Article to read.

5.1

	1/1/2009 Current	1-Jan-10	1-Jan-11	1-Jan-12
Train Operator A	32.48	33.45	42.79	43.65
Train Operator B	32.48	33.45	34.95	35.65
Train Operator C	25.98	26.76	28.26	28.83
Train Operator D	22.74	23.42	24.92	25.42
Crew Dispatcher 1*	22.60	23.27	24.77	25.27
Crew Dispatcher 2**	22.08	22.74	24.24	24.73
Customer Service Ambassador 1*	20.25	20.86	22.36	22.80
Customer Service Ambassador 2**	18.70	19.26	20.76	21.18

- 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**
-

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

<u>Shift Premium</u>	<u>Per hour</u>
Day	\$0.00
Evening	\$0.85
Night	\$0.95
Split	\$3.00
Day/WE	\$0.85
Evening/WE	\$0.95
Night/WE	\$1.50
Split/WE	\$3.50

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

Overtime - establish new Article to read.

- 6.1 The beginning of the work week for the purpose of this agreement is 0001 Sunday.
- 6.2 One and one-half (1½) times the basic hourly rate shall be paid for all work performed:
 - (a) in excess of 40 hours in a work week (holidays and vacation days are considered hours worked for the purpose of calculation of overtime)
 - (b) assigned day off.

Note: In the application of this clause (6.2) as it applies to the classification of Crew Dispatcher, the overtime practice may be determined in a different manner only through mutual agreement between the Company and the Union, depending on the Crew Dispatcher work schedule.

- 6.3 Employees called, and who report for overtime, will be paid time and one and one-half (1.5) times the rate of pay applicable to the service performed with a minimum payment of four (4) hours. If the hours required exceed four (4) hours, they will be will paid time and one half (1.5) times the rate of pay applicable to service performed on a minute per minute basis but at no time will be paid less than a basic day.
- 6.4 Unless specifically stated in this collective agreement, all compensation paid to an employee shall be used in the calculation of overtime.

Basic Day – establish new Article to read.

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

Weekly Guarantee - establish new Article to read.

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

Crew Dispatchers are guaranteed 40 hours straight time pay per work week, which may be modified by mutual agreement between the Company and the Union to ensure a minimum of 80 hours straight time pay bi-weekly according to the work schedule.

- 8.3 Absences for the following reasons will not reduce the weekly guarantee:

1. Attending Court in accordance with the collective agreement (Article XX)
2. Bereavement Leave (Article XX)
3. Jury duty (Article XX)
4. Periodic rules when required by the Company (Article XX)
5. Inquests (Article XX)
6. Periodic Medicals when required by the Company (Article XX)
7. Investigations, where wages are paid. (Article XX)
8. Company required meetings. (Article XX)
9. Mandatory Time Off Duty, caused by operational requirements (Article XX)

- 8.4 Payments for the previous list, unless paid under Article 6.2(b), will be used in the calculation of the weekly guarantee and in the calculation of weekly overtime.

- 8.5 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.

Spareboards - establish new Article to read.

- 9.1 The Company will maintain a guaranteed Spareboard (SB) in each classification of service, the number of employees to be determined as needed.

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

- 9.2 Employees on spareboards shall be entitled to all work to complete the crew consist where applicable.
- 9.3 SB employees will be called on a first in first out basis except in the application of 9.12 or in the instance where a spare board employee is under mandatory rest.
- 9.4 SB assignments (employees) will be guaranteed a minimum of 40 hours pay per week.
- 9.5 Spareboard employees are on call for a period not to exceed twelve (12) hours daily. The twelve hour periods are: a Day Board (00:01 to 12:00) and an evening board (12:01 to 23:59). Each employee is entitled to a three hour call.
- 9.6 Each Spareboard assignment (employee) will have two (2) consecutive assigned days off.
- 9.7 The parameters of the SB assignments are for the sole purpose of determining when a SB employee is subject to duty and are as follows:
- i) Considering a three hour call, those SB employees assigned to the Day Board are only required to take a call between 2100 and 0900, provided the assigned tour of duty commenced after 0001 or before 1200.*
*A SB employee may be compelled to take a call after 0900 provided the assignment starts before 12 (noon)
 - ii) Considering a three hour call, those SB employees assigned to the Evening Board are only required to take a call between 0900 and 2100, provided the assigned tour of duty commenced after 1200 or before 2359.*
*A SB employee may be compelled to take a call after 2100 provided the assignment starts before 2359 (midnight)
- 9.8 SB employees called for assignments comprised of two tours of duty, and are ordered for the first tour of duty of the split assignment, unless otherwise advised, the SB employee will be required to complete both tours of duty of the split assignment. If however, a SB employee is initially called for the second tour of duty in the split assignment, that SB employee will only be required to complete the second tour of duty of the split assignment for which he/she is called.
- 9.9 SB employees cannot be compelled to accept a call outside of their assignment parameters. However, a SB employee who elects to accept a call for a tour of duty outside of their assignment parameters will be compensated in accordance with Article 6.2 (b) for the entire assignment for which he/she is called. The payment for the entire assignment will be over and above any applicable

assignment guarantee and shall not make up the calculation toward the 40 hour weekly guarantee.

- 9.10 SB employees are expected to protect work throughout their five (5) day work week, (5 days 12 hours per day) within their individual spareboards.
- 9.11 A SB employee who is unavailable will be deducted 1/5th (eight hours) of their weekly guarantee. A SB employee shall not be monetarily penalized more than once during the spareboard assignment's twelve (12) hour period. If in the case of operational requirements the SB employee who is unable to protect an assignment is used in the same day, his/her guarantee will not be reduced.
- 9.12 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 20.1 or Article 20.3 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.
- 9.13 All employees whether assigned to a spareboard or otherwise, called to protect an outpost assignment will be governed as follows:
 - i) Travelling compensation as itemized in Article 11.1 at the specific classification's applicable rate will be paid each way to protect the outpost assignment
 - ii) If the SB employee must protect the outpost assignment for more than one day, travelling compensation as itemized Article 11.1 at the specific classification's applicable rate will be paid in each direction on a daily basis for each day the employee is required to protect the outpost assignment.
- 9.14 All Spareboard employees will establish their turn on the SB as follows:
 - i) At the time they are off duty. When more than one SB employee has the same off duty time, the employee's relative standing at the time last called will be used to determine the order of placement.
 - ii) When displaced from a regular or temporary assignment, they will be placed on the SB in the position relative to their previous time off duty.

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

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

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

or

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

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

9.16 A spareboard employee is not compelled to report for duty less than eight hours after his/her off duty time on the last tour of duty of the previous day's assignment. In the case of outposts, to determine when a spareboard employee can report for the next day's assignment, SB employees returning to the spareboard from protecting an outpost assignment will add the travelling time periods as itemized in Article 11.1 to the off duty time of the outpost assignment. Any application of this article will not result in a reduction of the SB employee's weekly guarantee. Employees when called from the spareboard to report for duty with less than 8 hours rest between off duty time of an assignment and the on duty time of the next assignment will be paid one and one half (1.5) times the basic hourly rate.

9.17 All SB employees who elect as per Article 9.15 (ii) will be called three (3) hours in advance of the required reporting time. Employees will provide the Company a primary phone number where they can be reached. A secondary contact number may be supplied as well. Two (2) calls will be made to the employee who is required to report for duty. If the Company is supplied with more than one contact number, one call will be made to the employee's primary contact number followed by a call to the employee's secondary contact number. If the Company is supplied with only one contact number, two calls will be made to the employee's contact number. Should an employee have an answering machine a message will be left. If no response is received after the final call it will be considered a missed call and the next employee will be called.

9.18 A spareboard employee can only be called to provide relief in a different classification of service under the following conditions:

- i) If there are no spareboard employees available within the classification of the call.
- ii) If there are no standby employees available within the classification of the call.

If a standby employee within the classification of the call is used, the spareboard employee of a different classification if required will be used to provide relief on the standby assignment. In the application of this article, Article XX applies. (Article listed as Temporarily Changing Classifications of Service).

Extra Work – establish new Article to read:

10.1 Employees will not be called to work when on their days off unless they have made themselves available on the Extra Board.

10.2 When the spareboard is exhausted or as extra service may be required, ad hoc vacancies will be filled on a tour of duty basis using employees from an extra board.

10.3 Employees will either indicate on their General Ad bid form or inform the Crew Dispatcher in writing on the prescribed form of their desire to be called for extra work from the Extra Board. .

10.4 A list of each classification of employees desiring extra work will be maintained.

10.5 Employees who have complied with Article 10.3 and indicated their desire to be called for extra work within their own classification will have preference over other employees in the filling of vacancies on a tour of duty basis.

- 10.6 An employee's classification seniority will determine the order of calling on the Extra Work list.
- 10.7 When an employee removes themselves from the extra board, they must remain off the extra board for no less than seven (7) calendar days.
- 10.8 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.

Temporarily Changing Classifications of Service- establish new Article to read:

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

Outposts - establish new Article to read:

- 11.1 When an employee is called to protect an assignment away from their designated on duty location the employee will be compensated each day at their classification's applicable rate as follows:
 - (a) Between Willowbrook and Barrie – 1.5 hours each way
 - (b) Between Willowbrook and Stouffville – 1.5 hours each way
 - (c) Between Willowbrook and Hamilton – 1.5 hours each way
- 11.2 The above also applies where the Company requires that an employee from a regular assignment work an assignment at other than their normal designated on duty location.
- 11.3 Unless a new spareboard location is created, a spareboard employee's designated on-duty location is Willowbrook.
- 11.4 All travelling compensation will be over and above any applicable weekly or bi-weekly guarantees.

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

Travelling Expense - establish new Article to read:

- 12.1 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.

Posting Positions - establish new Article to read

- 13.1 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.

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

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

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

- iii) any change to the on/off duty locations
- iv) any change in the days off

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

- 13.3 In the event a new assignment(s) is created or when an assignment as defined in Article 13.2, 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.

Called and Cancelled - establish new Article to read.

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

Mandatory Time Off Duty - establish new Article to read.

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

Filling of Vacancies - establish new Article to read.

Ad-Hoc Vacancies

- 16.1 Ad-hoc vacancies for the purpose of this Article will be vacancies of seven days or less in any calendar week.
- 16.2 An ad-hoc vacancy will be filled on a day for day basis using the following steps:
 - i) Qualified employee first up on the spare board
 - ii) Senior qualified employee on the extra work list
 - iii) Senior available qualified employee

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

Temporary Vacancy (TV)

- 16.3 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.
- 16.4 TVs Resulting from Annual Vacation (AV) will be filled in the following manner:
 - i) A TV resulting from annual vacation of one week or more can be claimed by the most senior qualified applicant.

- ii) A TV created as the result of the application of this clause, section i, (a subsequent vacancy), also can be claimed by the most senior qualified applicant
- iii) A Blind Bid form will be used to place the senior applicant on TVs described in this clause, section i or ii.
- iv) Monthly annual vacation schedules will be posted in advance such that there is sufficient time each month for employees to submit, adjust or withdraw their blind bid.
- v) An employee may claim a TV by indicating on the Temporary Vacancy section of the Blind Bid form and be governed in the following manner:
 - a. The Blind Bid form must be signed by the employee, given to the Crew Dispatcher (CD), where it will be time stamped, initialed by the CD and placed in the Blind Bid book.
 - b. If more than a one page Blind Bid form is submitted, each page must be filed as described in this clause, section v, subsection a, and a page notation must be made on each page of the form.
 - c. The employee is advised to make two additional copies of the time stamped and initialed Blind Bid form submitted; keep one and give one to the Local Chairperson.
 - d. An employee may replace, adjust or withdraw their Blind Bid form at any time, but only one per employee will be on file, and the one on file at the monthly cut-off date/time will be used to place an employee on a TV described in this clause, section i or ii.
 - e. An employee will be awarded the TV described in this clause, section i or ii according to seniority.
 - f. The results of the monthly AV bulletin will be posted in advance of the date the temporary assignment changes are to take effect, such that there is sufficient time for successful applicants to protect.
 - g. The Blind Bid form on file will be considered to be an employee's consent to work the TV, consequently, once the monthly bulletin is posted all successful applicants will be responsible to ensure the TVs are protected.
- vi) An employee who is awarded a TV described in this clause, section i or ii, will be required to remain on the TV for the entire duration of the TV, including the scheduled days off

- vii) An employee who is scheduled for AV for any portion of a TV described in this clause, section i or ii will not be awarded the TV.
 - viii) Should a TV, described in this clause, section i or ii remain unfilled, the most junior qualified employee on the spare board will be forced.
- 16.5 A TV resulting from an absence of more than seven (7) calendar days or known to be of more than 7 calendar days for reasons other than AV, can be claimed by the most senior qualified applicant working any assigned spareboard
- 16.6 The spareboard will be canvassed in seniority order, and the TV as described in Article 16.5, will be awarded to the senior qualified spareboard employee applying. Should a TV remain unclaimed, the junior qualified spare board employee will be forced. In the application of this article it may be necessary to canvas SB employees on their rest days. Once contacted, SB employees will be expected to render their decision immediately. If the canvassed SB employee accepts the TV, they have the option of remaining on their current rest days. If the SB employee chooses to remain on their rest days, they will be placed on the assignment after their rest days have concluded.
- 16.7 A spareboard employee who occupies a TV as described in Article 16.5, must remain on the TV until they are relieved.
- 16.8 A spareboard employee who occupies a TV as described in Article 16.5, will be released from the assignment as soon as he/ she completes the last tour of duty on the relief assignment prior to the return of the regular employee, providing the regular employee has booked on. If the regular employee has not booked on prior to the completion of the last tour of duty to be made by the spareboard employee, the spareboard employee will remain on the assignment and complete the following day's assignment.

Permanent Vacancy (PV)

- 16.9 All positions will be considered as permanent vacancies at every General Change of Assignments.
- 16.10 At each General Change of Assignments, a General Ad bid form will be submitted by the employee and assignments will be awarded in classification seniority order.
- Note:** See letter of understanding #2
- 16.11 Should an employee on duty during any portion of the General Change of Assignments not submit a bid, or as is the case an employee is unsuccessful and not awarded an assignment, their placement will be determined by operational needs.

16.12 A permanent vacancy occurring between a general change of assignments is defined as;

- i) the creation of a new assignment(s);
or
- ii) a vacancy resulting from an employee not returning to their assignment for, but not limited to, the following reasons:
 - a) moving to another PV
 - b) moving to another classification of service
 - c) moving into training scheduled for a period of 6 months or more.
 - d) taking a permanent non-bargaining unit position within the Company
 - e) taking a full time union position
 - f) leaving the service of the Company

16.13 Employees who wish to move from the permanent assignment they occupy, to a preferred permanent assignment, will submit a Blind Bid indicating on the "Permanent Vacancy" section, "Preference of Work" column of the Blind Bid form, their choice of preferred assignment(s) and be governed in the following manner:

- i) The Blind Bid form must be signed by the employee, given to the Crew Dispatcher (CD), where it will be time stamped, initialed by the CD and placed in the Blind Bid book.
- ii) If more than a one page Blind Bid form is submitted, each page must be filed as described in this clause, section i, and a page notation must be made on each page of the form.
- iii) The employee is advised to make two additional copies of the time stamped and initialed Blind Bid submitted; keep one and give one to the Local Chairperson.
- iv) An employee may replace, adjust or withdraw their Blind Bid form at any time, but only one per employee will be on file.
- v) Should a PV arise from any reason itemized in Article 16.12, section ii, an employee will be awarded the PV if indicated on the "Permanent Vacancy" section "Preference of Work" column of the Blind Bid form on file, according to seniority.

- vi) If a PV becomes available, and an employee has included the aforementioned assignment on the “Permanent Vacancy” section “Preference of Work” column of their Blind Bid form on file, they will be placed on the aforementioned PV and be responsible to ensure the aforementioned PV is protected.
- 16.14 In order that an employee may have an opportunity to adjust his/her Blind Bid; a permanent vacancy(s) resulting from “the creation of a new assignment(s),” as described in Article 16.12, section i, will be advertised by bulletin. Such positions will be posted not less than two (2) weeks in advance of the date the permanent new assignment is to commence.
- 16.15 Except for the provisions described in Article 16.16, employees who wish to work a PV resulting from “the creation of a new assignment(s),” as described in Article 16.12, section i, will be governed by the applicable provisions of Article 16.13, sections i through vi.
- 16.16 An employee may replace, adjust or withdraw their Blind Bid form at any time, but only one per employee will be on file. The “Permanent Vacancy” section “Preference of Work” column of the Blind Bid form on file, on the date and time the bulletin described in Article 16.14 closes, will be used to place an employee on the new assignment or any subsequent PVs which may result from the aforementioned bulletin.
- 16.17 If the length of time between the date the new assignment is bulletined and the date the new assignment is scheduled to commence is less than two (2) weeks, the new assignment will be filled either in accordance with Article 16.2 sections i - iii, or Articles 16.5 through 16.8 as required, until the bulletin and posting process has been completed.
- 16.18 Employees exercising their seniority under this Article will not be placed on their new assignment before the first day of the claimed assignment’s work week.
- 16.19 The Blind Bid form on file will be considered to be an employee’s consent to be placed on their new assignment. All employees changing their assignment will be informed prior to the commencement of their claimed assignment’s work week, and the employee once informed, will be responsible to ensure their new assignment is protected on the first day of their claimed assignment’s work week.
- 16.20 In the event a PV remains unclaimed, the junior qualified spare board employee will be forced to the PV. If there is more than one position unclaimed, the senior spare board employee forced, will get their choice of unclaimed positions and so on.

NOTE: In the application of this clause, employees forced to unfilled vacancies as described therein, if desired, will be relieved from protecting the assignment as soon as a employee junior in seniority becomes available, provided the spareboard employee has declared their desire for relief when they are initially forced onto the assignment.

Displacement - establish new Article to read.

17.1 Regularly assigned employees may exercise their seniority and displace a junior employee from any assignment or elect to take a position on the spareboard under any of the following conditions:

- i) they are absent during the entire period of time during which a General Advertisement of Assignments is posted
- ii) their permanent position is abolished (this includes any reduction to; or abolishment of a spare board assignment)
- iii) change of classification as a result of a set back
- iv) returning to assigned service after the completion of training
- v) they are displaced from their permanent position by a senior employee

17.2 Each employee's Blind Bid on file will be used to determine their new assignment in the following manner:

- i) When an employee is displacing another employee under Article 17.1, section (i) through (iv); the "Permanent Vacancy" Section "{preference of Work}" column of the Blind Bid form, will be used to place the employee.
- ii) When an employee is Displaced under Article 17.1, section (v);
 - a) the "Permanent Vacancy section {preference of work}" column of the Blind Bid form, will be initially used to place the employee
 - b) in the event the displaced employee is unable to claim an assignment from the "Permanent Vacancy section {preference of work}" column of their Blind Bid form, the "Permanent Vacancy" {preference of work section (only if displaced)} column of their Blind Bid form, will then be used to place the employee
 - c) In the event the displaced employee is unable to claim any assignment from the "Permanent Vacancy" section of their Blind Bid form, their placement on an assigned spareboard will be determined by operational needs.

- 17.3 Employees exercising their seniority under Article 17.1 will not be placed on their new assignment before the first day of the assignment's work week. If necessary, employees will be accommodated on the spareboard until they can be properly placed on first day of the claimed assignment's work week.
- 17.4 The Blind Bid form on file will be considered to be an employee's consent to be placed on their new assignment. All employees exercising their seniority under this article will be informed prior to the commencement of their claimed assignment's work week, and the employee once informed, will be responsible to ensure their new assignment is protected on the first day of their claimed assignment's work week.

Accommodation - establish new Article to read.

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

submitted to arbitration. Where such accommodation is used other than on a temporary basis, cooking and eating facilities will be provided.

- 18.4 The Company will be responsible to provide transportation from the on/off duty point to the place of rest and return.

Training - establish new Article to read.

Certified Train Operator Trainers

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

Customer Service Ambassador to Train Operator

- 19.6 In order to provide an opportunity for Customer Service Ambassadors to become Train Operators and to ensure that their seniority as such is protected from being eroded by the future hiring of qualified train operators outside of the present workforce, the following will apply:
- i) All CSAs who at the effective date of this agreement, are employed by the Company, will have their right to establish seniority on the Train

Operator's seniority list ahead of any/all qualified train operators hired as such from outside the bargaining unit.

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

Failure to Qualify

- 19.7 It is agreed that the Company will extend unqualified Train Operators every opportunity to successfully complete their training and become fully qualified Train Operators in GO commuter train service.
- 19.8 A Train Operator who transferred to Operations prior to December 15, 2007 from the Bombardier GO Maintenance Facility at Willowbrook, who fails to qualify as a qualified Train Operator, will return to their previous position in the Maintenance facility without loss of their previous classification seniority.
- 19.9 Customer Service Ambassadors who fail to qualify for the position of Train Operator will return to their previous position of CSA without loss of their classification seniority as a CSA.
- 19.10 Customer Service Ambassadors, who accept and begin working in the position of Train Operator and decide of their own accord to withdraw from the training program, may return to a CSA position. Their name will be deleted from the CSA classification seniority list. The employee returning to a CSA position under these circumstances will be added to the bottom of the CSA classification seniority list and consequently accrue seniority upon the first day of their return to the position of CSA.
- 19.11 A Train Operator not previously employed by Bombardier and who fails to qualify as a qualified Train Operator or employed as a CSA prior to attempting to certify as a qualified train operator, he/she will be given a second and final opportunity to qualify as a qualified train operator. If unsuccessful in their second and final attempt to qualify, the employee will retain their employment as a CSA under the following conditions:

- i) If an employee fails to certify as a qualified Train Operator, and elects to move into the position of CSA, he/she will be placed on the CSA seniority list on the date they begin service or training as a CSA.
- ii) The employee accepting a position as a CSA accepts the conditions of employment associated with the position of a CSA including remuneration.

Training Premiums - establish new Article to read.

- 20.1 When training a throttle trainee or a fully qualified Train Operator during familiarization, Train Operators will be compensated \$4.50 per hour training premium, which will be excluded in the calculation of overtime.
- 20.2 In the application of Article 20.1, where there are two fully qualified Train Operators in the operating crew, unless otherwise mutually agreed, the senior Train Operator in the Crew will receive the training premium.
- 20.3 When in the OJT period of a new Train Operator, Train Operators will be compensated \$4.00 per hour training premium, which will be excluded in the calculation of overtime.
- 20.4 In the application of Article 20.3, where there is only one fully qualified Train Operator in the operating crew, unless otherwise mutually agreed, the Train Operator not yet fully qualified in the Crew, will attend to the new Train Operator and receive the training premium.
- 20.5 In the application of Article 20.3, where there are two fully qualified Train Operators in the operating crew, unless otherwise mutually agreed, the Train Operator in the crew not operating the train and attending to the new Train Operator will receive the training premium.
- 20.6 CSAs acting as OJT trainers to new hires will be compensated \$2.00 per hour training premium, which will be excluded in the calculation of overtime.
- 20.7 The applicable clauses of this Article apply to employees on familiarization trips or fulfilling conditions of discipline. This would only apply in the initial familiarization and not the refamiliarization of the various routes in the future.

Setback - establish new Article to read:

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

A Train Operator whose position is reduced, which had not previously held a position in the classification of CSA, will either be trained as a CSA and temporarily setback or laid off, as determined by the Company.

When a setback is necessary, junior Train Operators shall be setback to the positions of CSA in reverse order of their Train Operator seniority. The Company shall give as much notice as possible of a setback. In any event, employees will be given a minimum of seven (7) advance calendar days notice of setback.

If there is less than a seven (7) calendar day notice, each Train Operator setback will receive the equivalent of the Train Operator's rate of pay in lieu of such notice.

During the period they are setback, a Train Operator setback to the CSA position, provided they are performing the duties of the CSA, will be considered a non-rules qualified employee and remuneration will be as per Article 5.1, Customer Service Ambassador 1.

A Train Operator temporarily setback to the CSA classification will take the position on the CSA classification seniority list they held before becoming a Train Operator. Article xx, "Displacement", will apply.

If it is determined by the Company that no lay off will take place, a Train Operator who had not previously held a position in the classification of CSA is reduced to the CSA classification, he/she will be placed on the bottom of the CSA classification seniority list. If more than one Train Operator outlined in this clause is placed on the bottom of the CSA's seniority list it will be in the same seniority order held as a Train Operator.

A rules qualified CSA, working as such, may only be called as a Train Operator under the following conditions:

- i) there are no spare Train Operators available
- ii) there are no Train Operators available on the extra board

If it can be determined that a Train Operator was available for duty and was not properly called, he/she will be entitled to all wages the Train Operator would have earned had they been properly called for the assignment for which the rules qualified CSA was improperly called.

General Holidays - establish new Article to read:

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

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

Civic Holiday in August

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

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

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

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

- a) Employees who are normally assigned to work on the day a general holiday is observed and who are not required to work, shall be paid equivalent to the wages the employee would have earned had they worked, no less than the basic day. Hours apply to the weekly guarantee and to the calculation of weekly overtime.
- b) Employees who are normally assigned to work on the day a general holiday is observed and who are required to work, shall be paid in addition to the pay provided in Article 21.3 (a), at a rate equal to one and one-half the employee's regular rate of wages for actual hours worked by the employee on that holiday, no less than the basic day; or at the employee's option shall be paid at a rate equal to one and one-half the employee's regular rate of wages for actual hours worked by the employee on that holiday, no less than the basic day, and be given another day off with pay at a mutually agreed to time. Straight time hours apply to the weekly

guarantee and a maximum of eight (8) hours to the calculation of weekly overtime.

- c) Employees whose vacation period coincides with any of the general holidays specified in Article 21.1 shall receive an extra day's vacation with pay added to that vacation schedule, or at the employees option be given another day off with pay at a mutually agreed to time. Alternatively, the employee may elect to receive payment in the form a basic day at their straight time classification rate of pay as determined by their last day worked prior to that annual vacation
- d) Employees whose scheduled day off coincides with any of the general holidays specified in Article 21.1 shall be given a scheduled workday off with pay at a mutually agreed to time. Alternatively, the employee may elect to receive payment in the form of a basic day at their straight time classification rate of pay as determined by their last day worked prior to that General Holiday. These straight time hours are used in the calculation of weekly overtime and is over and above any guarantees.

Note: In the application of this clause 21.3 (d), GO Transit may adjust their published service schedule and reduce regular service on a day subsequent to the actual day of the recognized Holiday. In those circumstances, employees whose scheduled day off coincides with any of the General Holidays specified in Article 21.1, and whose regular assignment does not work on the adjusted schedule day, shall be given that scheduled workday off with pay.

- 21.4 Spareboard employees who are normally assigned to protect work on the day a general holiday is observed and who are relieved from protecting work will be provided the day off with pay in the form a basic day at their straight time classification rate of pay. Hours apply to the weekly guarantee and to the calculation of weekly overtime.
- 21.5 Spareboard employees who are assigned to protect work on the day a general holiday is observed and who are not called to work, will be provided a day off with pay in the form a basic day at their straight time classification rate of pay. Hours apply to the weekly guarantee and to the calculation of weekly overtime.
- 21.6 Spareboard employees who are assigned to protect work on the day a general holiday is observed and who are called to work, will be governed by Article 21.3 (b). Straight time hours apply to the weekly guarantee and a maximum of eight (8) hours to the calculation of weekly overtime.
- 21.7 In order to qualify for such recognized holidays, except as provided for in Article 21.8, an employee:

- (a) Must have worked the last regular scheduled shift before and the first regular scheduled shift immediately following the observed holiday (or as the case may be a SB employee is available for duty) and/or any designated lieu day, unless the employee is able to demonstrate that there was reasonable cause for such absence.
- (b) Must have worked on the holiday if scheduled to work, unless the employee is able to demonstrate that there was reasonable cause for such absence.
- (c) Elected Union Officers absent for union business does not affect qualification for general holiday.

21.8 An employee will not be qualified for a paid holiday if:

- (a) The employee is on an authorized leave of absence without pay for more than five (5) days prior to or following the holiday
- (b) The employee is receiving sickness benefits;
- (c) The employee is absent by reason of layoff for more than five (5) working days prior to the holiday;
- (d) The employee is receiving WSIB benefits.

21.9 A floater shall be taken in accordance with the following:

- (f) The employee notifies his/her proper authority in writing no less than five (5) working days prior to the day the employee desires to take leave with pay;
- (g) Such leave shall be approved by the employer based on workforce and service requirements.
- (h) Floater days may not be scheduled between December 15 and January 5 annually
- (i) The employee will be paid for such leave subject to the provisions of Articles 21.7 and 21.8.
- (j) Employees failing to utilize their floater day entitlement prior to December 16 will be paid out 100% of the remaining floaters the next available pay in December.
- (k) Floater Days paid out at the end of the year do not apply against the guarantee nor to the calculation of the weekly overtime.

21.10 In the application of 21.3(b), (c), (d), and 21.5, deferred General Holidays must be used within 90 calendar days. The compensation paid for this day will be

consistent with the employee's schedule at the time the deferred General Holiday is taken.

Sick Leave - establish new Article to read:

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

Medical Examinations - establish new Article to read:

- 23.1 Company required medical and eye/hearing examinations (Periodic Medicals) will be arranged and paid for by the Company. Employees will be made whole for wages lost when required to attend on a regular working day.
- 23.2 When employees are required to attend a Periodic Medical Examination on their assigned rest day (Article 6.2 (b) applies), before or after their assignment or between tours of duty on a split assignment, they will receive four (4) hours pay. If transportation is required between tours of duty on a split assignment, the Company will provide transportation to and from the examination. Straight time hours paid for periodic medicals will be used in the calculation of the weekly guarantee and the calculation of overtime.
- 23.3 Employees working at out-post locations required to travel away from their on-duty location to undergo Company required medical and eye/hearing examinations (Periodic Medicals), will be made whole for wages lost when required to attend on a regular working day. Articles 11 and 12 apply from and to their out-post location.
- 23.4 Employees who are working out of out-post locations, required to travel away from their on-duty location to undergo Company required medical and eye/hearing examinations (Periodic Medicals), on their assigned rest day will receive four (4) hours pay. Articles 11 and 12 apply from and to their out-post location (Article 6.2 (b) applies).

Company Initiated Meetings - establish new Article to read:

- 24.1 When an employee and/ or union delegate who is not on duty and is required by a Company officer to attend a meeting on a matter initiated by the Company (excluding investigations and a Manager/Supervisor discussing a tour of duty with an employee), he/she will be compensated as follows as a result of such attendance:
- (a) On a regularly scheduled day off, a minimum of four (4) hours shall be paid. Time in excess of four hours, the employee will be paid on a minute by minute basis (Article 6.2 (b) applies).
 - (b) For meetings during a regular work day, employees will be compensated on a minute by minute basis.
- 24.2 Required Canadian Railway Operating Rules (CROR) certification, and associated first aid classes, and Line Officer Led (LOL) training the employee will be paid on a minute by minute basis but he/she will receive no less than a minimum day (Article 6.2 (b) applies).
- 24.3 Straight time hours paid under this article 24.1 (b) and 24.2, will be used in the calculation of overtime and the calculation of the weekly guarantee.

Crew Dispatcher - establish new Article to read:

Seniority

- 25.1 The following is the current and recognized seniority list for Crew Dispatchers:
- 1. Mike Cachia
 - 2. Scott Robinson
 - 3. Chris Svoboda
 - 4. Josh Rico
 - 5. Wendy Whitt

Training

Crew Dispatcher candidates in GO commuter train service, will be provided continuous on the job training by qualified bargaining unit Crew Dispatchers. During training it is understood the hours worked in one week may exceed forty (40), however hours worked over two consecutive weeks will not exceed eighty (80) hours. The criteria for trainers will be established by the Company.

Accommodation

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

Schedule

In the event that changes to the existing schedule are required, article 13.3 shall apply.

Vacation

The existing Crew Dispatchers as defined within Article 25.1 are grandfathered to no less than their present annual vacation entitlement, and will qualify for additional annual vacation according to the Collective Agreement.

Note: the Articles of this Rail Section of the Collective Agreement apply to the classification of Crew Dispatcher except Article 3 Crew Consist, Seniority and Training.

Letter # 1

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BOMBARDIER

December 17, 2009

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

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

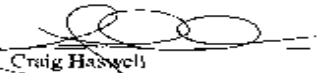
During the course of general discussions between the parties, the Union requested a formal position on Bombardier's crewing model relative to the Crewing Operations it supplies to GO Transit. The following represents Bombardier's crewing model for GO Transit Operations, which addresses both the Railway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

Operating Employees

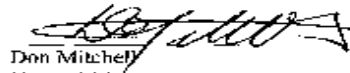
Two Qualified Commuter Train Operators (QCTO) Qualified Locomotive Engineers and CROR qualified

Non-Operating Employee

One Customer Service Ambassador (CSA)



Craig Haswell
Director,
Human Resources
Bombardier Transportation Canada Inc.



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

Letter of Understanding

Letter # 2 - General Ad/Seniority

Article 16.10, is written with an assumption all Train Operators are equally qualified, and as such their placement will be according to the crew consist Article 3.1, 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 16.10 as written; problematic. If seniority, as described in Article 16.10 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 3.

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 16.10 will subsequently apply to both operating crew members on the determinant number of assignments. This will continue until there is full compliance with Article 3, subsection 1. Once compliant with Article 3, subsection 1, an employee's seniority will be the only consideration in placing Train Operator's on all assignments.

Letter of Understanding

Letter #3 -Airport Link Project

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

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

Letter of Understanding

Letter #4 - Future Forms of Public Transportation

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

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

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

Letter of Understanding

Letter #5 - Train Operator Throttle Training

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

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

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

Ratification, Implementation, and Publication of the Collective Agreement

1. The foregoing changes are in full settlement of all demands served by and upon Bombardier Transportation Canada Inc., and the Teamsters Canada Rail Conference, Division 660.
2. It is understood this Memorandum of Settlement is subject to ratification by the employees in the bargaining unit and shall constitute a binding collective agreement only when written notice of such ratification is communicated to the Company.
3. This document shall constitute the Memorandum of Agreement for the purpose of amending the Collective Agreement when authorized by the membership of the Union.
4. Implementation is meant to become effective immediately, however it is recognized that implementation of certain agreed upon processes require some time to implement. In that regard, an implementation schedule will be established by mutual agreement within 10 days of ratification.
5. The Collective Agreement will be published at cost to the Company, and will be assembled through mutual agreement with the Union so that all Articles, Clauses or Letters applicable to the Maintenance Classifications members of the Bargaining Unit will be contained within one Section; and all Articles, Clauses or Letters applicable to the Rail Classifications members of the Bargaining Unit will be contained within another Section. It is understood and is acceptable there will be some duplication of Articles, Clauses or Letters for issues common to all Classifications within the Bargaining Unit to insure that each Section contains complete information for the relevant Bargaining Unit employees.
6. It is further recognized the numbering of Articles and Clauses within this Memorandum of Settlement is meant for organization purposes. The actual numbering of Articles and Clauses within the published Collective Agreement, as a result of organizing the Collective Agreement into two Sections, Maintenance and Rail, the renumbering of some Articles will be necessary. Any renumbering in no way changes the intent or application of any Article or Clause, and references to certain Articles must be updated to correspond with the new numbering.
7. All new rates of pay will be implemented within thirty (30) days of ratification. All retroactive pay will be paid to the employees on a regular pay period within the same thirty (30) day period.

Authorized Signatures:

Signed at Burlington, Ontario, this 14th day of April 2011.

Bombardier Transportation
Canada Inc.

Teamsters Canada Rail Conference
Division 660

George MacPherson
General Chairman

Ramon Muzones
Vice General Chairman

Douglas Finnon
National Vice President, TCRC