

LETTER OF UNDERSTANDING #10

BETWEEN:

BOMBARDIER TRANSPORTATION CANADA INC.

("Bombardier")

- and -

TEAMSTERS CANADA RAIL CONFERENCE, DIVISION 660

(the "Union")

WHEREAS the parties mutually agree that there is a need to adjust the timelines associated with the grievance and arbitration procedure, the following changes have been agreed to Without Prejudice or Precedent;

AND WHEREAS the parties agree to amend Article 8.0;

NOW THEREFORE the parties agree to amend the following clauses:

Article 8.3 currently reads:

8.3 Within five (5) working 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 five (5) working days and if the immediate supervisor's reply is not satisfactory the employee's complaint shall be treated as a grievance.

Shall be changed to read:

8.3 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.

Article 8.5 currently reads:

8.5 **STEP 1**

Within five (5) working days from the immediate supervisor's verbal response, the employee with the assistance of his/her representative, if he/she desires, 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 five (5) working days following the day on which the grievance was presented to him/her.

Shall be changed to read:

Within fifteen (15) calendar days from the immediate supervisor's verbal response, the employee with the assistance of his/her representative, if he/she desires, 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.

Article 8.6 currently reads:

8.6 **STEP 2**

If such complaint is not settled to the satisfaction of the employee concerned or the employee has not received an answer before the time limits specified above, the employee with the assistance of his/her representative shall present the written grievance to his/her Manager or designate within five (5) working days following the decision or time limits under Step 1. The Manager or designate shall deliver his/her decision within five (5) working days following the day on which the grievance was presented to him/her.

Shall be changed to read:

If such complaint is not settled to the satisfaction of the employee concerned or the employee has not received an answer before the time limits specified above, the employee with the assistance of his/her representative shall present the written grievance to his/her 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.

Article 8.7 currently reads:

8.7 STEP 3

If the Manager does not give an answer within the specified working days or if the answer is unacceptable, the Union may submit the grievance to the Manager, Human Resources or designate within five (5) working days following the decision or time limits under step 2. The Manager, Human Resources shall hold a meeting within ten (10) scheduled working days with the grievor, and the Union representative during their working hours to discuss the grievance. Either party may request the assistance of a staff representative to attend at said meeting. The Manager, Human Resources or designate shall deliver his/her decision in writing within ten (10) scheduled working days following the day on which the meeting was held.

Shall be changed to read:

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 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.

Article 8.9 currently reads:

8.9 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 ten (10) calendar days from the occurrence or origination of the circumstances giving rise to the grievance. The grievance must be signed by an authorized Officer.

Shall be changed to read:

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. The grievance must be signed by an authorized Officer.

Article 8.10 currently reads:

8.10 A meeting shall be held between representatives of the Company and the Union within fifteen (15) calendar days of the filing of the policy grievance. The grievance shall be answered in writing within fifteen (15) calendar days of such meeting.

Shall be changed to read:

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.

Dated at 22
Toronto, Ontario this 22 day of October, 2009.

BOMBARDIER TRANSPORTATION
CANADA INC.

Per: 

Name: April Brown

Title: Mgr., H.R.

Teamsters Canada Rail Conference,
Division 660

Per: 

Name: George Mathers

Title: General Chairman