
COMPANY PROPOSAL

For Negotiations Between:

BOMBARDIER

WILLOWBROOK MAINTENANCE & OPERATIONS FACILITIES

AND

TEAMSTERS CANADA RAIL CONFERENCE

Division 660, Shop & Rail

Presented to the Union on October 29, 2009

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

Article 2.0

RECOGNITION

- 2.1 **ADD:** Operations Crew – Train Operator, Customer Service Ambassador, Crew Dispatcher.

Article 6.0

UNION ACTIVITIES

- 6.7 **ADD:** In the event that the Union appoints alternates for any or all Committee persons, the Company will be advised of such appointments as soon as is reasonably practicable.

Article 7.0

NO STRIKE-LOCK OUT

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

ARTICLE 8.0

GRIEVANCE AND ARBITRATION PROCEDURE

Discuss Timelines and choice of Arbitrators

ARTICLE 9.0

DISCIPLINE CASES

- 9.1** **CHANGE TO READ:** The Employee will be entitled to have the Union representative present during all meetings and interviews that result in discipline. If the employee informs the Union representative at the meeting that he does not desire the Union presence, the Union representative will not remain at the meeting. It is the sole responsibility of the employee to notify their union when representation is required.
- 9.4** **CHANGE TO READ:** Employees in the bargaining unit shall have access to their personnel records at reasonable times and on reasonable notice to the Company providing it is reviewed in the presence of a Company representative.

ARTICLE 10.0

PROBATIONARY EMPLOYEE

- 10.1 CHANGE TO READ:** The seniority of each employee covered by this Agreement shall become effective after the period of six (6) months after their employment begins. Should the employee be absent for more than 2 days during the probationary period, their probation will be extended to equal the days absent.

Discuss critical milestones for Train Operators during the training period. (Susanne Manaigre to provide these milestones per Manny)

ARTICLE 11.0

SENIORITY

- 11.2 CHANGE TO READ:** Employees will be regarded as probationary during the first six (6) months of continuous employment.
- 11.5 CHANGE TO READ:** In the event more than (1) employee is hired on the same date, seniority will be determined alphabetically using the last name of the employee.
- 11.6 DELETE**

ARTICLE 13.0

POSTING AND FILLING OF VACANCIES

- 13.1** **CHANGE TO READ:** Work area to work 'assignment'.
- 13.3** **CHANGE TO READ:** For the purpose of filling vacancies, the Company will consider standing applications on file at the time that qualified employees are available to fill vacancies.
- 13.7** **CHANGE TO READ:** A bargaining unit employee appointed to a vacancy in accordance with the foregoing shall be subject to a trial period up to forty-five (45) scheduled working days. If within such period the Company determines the employee does not possess the skill, ability, job knowledge and qualifications to perform the work in question, such employee shall be returned to his/her original position and any employee displaced as a result of such return shall similarly have the right to return to his/her original position. It is understood and agreed by both parties that employees may be assigned to different shifts and rest days throughout the trial period for training purposes.
- 13.9** **CHANGE TO READ:** Employees successfully qualifying for the bid job will be moved into the new position when the vacancy becomes available.
- 13.10** **DELETE:** or after 20 calendar days of qualifying, whichever is the earlier.

ARTICLE 14.0

TEMPORARY ASSIGNMENTS IN THE BARGAINING UNIT

- 14.7** **ADD:** It is understood that, notwithstanding the above, the Company shall have the right to assign employees, regardless of seniority, to any work area without changing the employee's shift and rest days to replace absent employees, for the purpose of training or for other business requirements.

ARTICLE 16.0

HOURS OF WORK

- 16.1** Hours of Work article applies only to Maintenance

ARTICLE 17.0

BREAKS AND MEAL PERIODS

- 17.1** Breaks and meals period applies only to Maintenance
- 17.2** Breaks and meals period applies only to Maintenance
- 17.3** Breaks and meals period applies only to Maintenance

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

ARTICLE 18.0

CALL BACK

18.1 DELETE

ARTICLE 19.0

OVERTIME

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

19.3 DELETE

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

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

ARTICLE 22.0

UNION LEAVE

22.1 a) CHANGE TO READ: Manager, Human Resources

ARTICLE 24.0

RECOGNIZED HOLIDAYS

24.1 **CHANGE TO READ:** Upon hire, all employees who qualify under Article 24.7 shall be entitled to ten (10) recognized holidays. These holidays shall be fixed in accordance with the schedule published annually by GO Transit.

DELETE: Floater Days

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

DELETE: Second and third paragraph

24.6 **DELETE**

24.9 **DELETE**

ARTICLE 25

VACATION

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

DELETE: In addition to the above, employees employed before January 1, 2005 will be entitled to vacation based on the following schedule (incremental days of vacation)

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

25.5 CHANGE TO READ: All employees shall take vacation in periods of not less than one (1) week blocks.

DELETE: Second paragraph.

ARTICLE 28.0

LEAVE OF ABSENCE

28.1 PARAGRAPH 2 CHANGE TO READ: It should be understood that before a leave is granted, the employee must use all unused vacation days remaining.

ARTICLE 29.0

BENEFITS

29.1 For discussion

29.2 DELETE

ARTICLE 30

CLASSIFICATATIONS AND WAGE RATES

For discussion – number of steps to reach full rate.

ARTICLE 31.0

COPY OF THE AGREEMENT

31.0 CHANGE TO READ: The Company will provide an electronic copy of the Collective Agreement to the Union for printing and distribution to the membership.

ARTICLE 32.0

TERM

32.0 TO BE DISCUSSED

MOU #1

DELETE

MOU # 3

Item 3 DELETE

Item 8 DELETE

Item 9 DELETE

MOU #4

Item 6 Reassignment effective day – ADD: As required according to customer or Company requirements

DELETE: All reference to Job Cards and Tour of Duty. Change to “choice” and “assignment”.

Item 8 DELETE

Item 9 DELETE

Item 10 DELETE

Item 14 DELETE

MOU #6

DELETE

MOU #7

Item 8 Change to reflect Maintenance Statutory Holiday pay rules.

MONETARY ITEMS

- Implement shared cost of premiums on benefit plans
- Increase deductible on dental plan
- Introduce annual maximum on basic dental
- Introduce deductible on health plan
- Vacation to paid at regular hourly rate
- Reduce number of steps in classifications
- Discuss shuttle costs
- Discuss overtime costs