

MEMORANDUM OF UNDERSTANDING BETWEEN BOMBARDIER AND TCRC  
DIVISION 660

Effective upon the signing of this agreement the parties agree to establish an Auxiliary Board manned exclusively by casual bargaining unit labour (CBUL) and operated as herein described. The agreement will be considered as a temporary pilot project intended to expire March 1, 2011. It is understood between the parties that the existence of this auxiliary board beyond March 1, 2011 will be dependent upon the execution of an agreement separate and apart from this one and that any such agreement will be required to be ratified by the appropriate membership from TCRC Division 660.

The reasons for the establishment of the temporary pilot project are two fold;

- (a) that this proposal may need to have minor adjustments to ensure the auxiliary board is working as intended without adversely affecting the regular full-time bargaining unit employees both economically and with regard to Bombardier's commitment to hire, promote and train its employees;
- (b) that Division 660 members have the opportunity to ratify a more permanent auxiliary board agreement should that be necessary.

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

1. The auxiliary board will consist of casual bargaining unit labour qualified to operate trains on GO transit lines that are regularly crewed by Bombardier Employees. Casual bargaining unit labour will be members of TCRC Division 660 and pay dues accordingly
2. This proposal will not result in a reduction to the number of full time employees and Bombardier will continue to train present employees and hire the required number of employees to meet service requirements.
3. A qualified labour pool of individuals wishing to be included on an auxiliary board as a casual bargaining unit labour (CBUL) employee, will be compiled by the company. The qualified labour pool will initially be listed in alphabetical order (a-z) using the individual's first letter of his/her last name. Once the company has determined in accordance with this proposal clause 7 and 8, the number of CBUL employees it will require, the qualified labour pool will be canvassed in first to last order and those individuals in the qualified labour pool

who wish to work, will be placed on the monthly auxiliary board in the order in which were canvassed. The qualified labour pool will continue to be canvassed in rotation on an as need basis. If an offer of employment is declined for the month, or at the completion of a calendar month's auxiliary board service, the individual will be placed on the bottom of the qualified labour pool list.

4. Casual bargaining unit labour, is temporary labour that will be called into active service as herein defined. All provisions of the Collective agreement pertaining to classification seniority will not apply, nor will casual bargaining unit labour employees appear on the Train Operator's seniority list. Should a casual bargaining unit labour (CBUL) member become a full-time employee at a later date, the Collective Agreement MOU 4 section 8 (last paragraph) will apply the first day of hire as a full-time employee. Should a full-time employee resign and become a CBUL employee working the auxiliary board, his/her seniority will be deleted from the Train Operator's seniority list.
5. Casual bargaining unit labour will not be used without the company first complying with this agreement clause 9. Consequently, casual bargaining unit labour can not apply, nor will they be forced, on an assignment for more than one day.
6. Bombardier will ensure that casual bargaining unit employees, maintain a valid rules certificate, up to date medicals and are familiarized on the territories for which they will be required to operate.
7. Bombardier and TCRC Division 660, by mutual agreement, will determine no later than the 25<sup>th</sup> day of the preceding month the number of casual bargaining unit employees required to work in a calendar month.
8. Once it is determined the number of casual bargaining unit employees required, they will be notified no later than 48 hours of the date specified in this proposal (clause 7), and placed on the auxiliary board at 0001 on the first day of the month required.
9. Casual bargaining unit labour will only be used when all full-time bargaining unit employees who desire to be called for extra work have been given the opportunity for all available work and the lists are exhausted. (Exhausted for this purpose means that there are no available full-time employees- whether available at straight time or overtime – okay for duty on any of the spare boards or any qualified full-time employees available on the extra lists who can accept the call without affecting their regular assignment.) Extra lists will be kept

current and will be posted daily. For the purposes of this proposal the procedure for calling an ad hoc vacancy is therefore as follows:

- a) spareboard
- b) extra list
- c) casual labour auxiliary board
- d) employees (not on extra list) on days off
- e) casual labour employee not designated for the auxiliary board for that month (in this case the utilized employee will have the option to remain on the auxiliary board for the remainder of the month and be entitled to those provision outlined in clause 13 of this agreement)

10. If it can be determined that a full-time bargaining unit employee was both qualified and available for duty and complied with all the conditions of this agreement clause 9, and was not properly called, he/she will be entitled to all wages he/she would have earned had he/she been properly called for the assignment for which the casual bargaining unit labour employee was improperly called.
11. Should there be a full-time bargaining unit employee available for extra work, but not qualified on the corridor, the full-time employee will be given the option to work in a familiarization role and the casual bargaining unit labour employee will be utilized to operate.
12. Bombardier will have the right to utilize a CBUL employee at any time for the purpose of familiarization, but such employee will not be considered a part of, nor will the CBUL employee replace, any position considered a part of the standard crew consist of two (2) Train Operators.
13. Once a casual bargaining unit labour employee has been notified that he is required for the month, he will be retained on the auxiliary board for the entire month or any portion thereof with a weekly guaranteed payment of not less than, 78% of the weekly guaranteed wages paid to full-time spareboard employees. The weekly guaranteed payment will be pro-rated under the following conditions:
  - (a) if necessary and if agreed to in advance of the month required, any portion of a week a casual bargaining unit employee is unable to attend to the auxiliary board and

- (b) to any partial weeks remaining in a calendar month where the casual bargaining unit employee is either not required or unable to provide service in a subsequent month.
- 14. Casual bargaining unit labour that is activated for the month will forfeit their weekly guarantee entitlement if they are unavailable when called to work any time during that week.
- 15. Unless the CBUL employee on the auxiliary board is unqualified for the call, for the purpose of filling ad hoc vacancies, casual bargaining unit employees will be called on a first in first out basis.
- 16. Wages for casual bargaining unit labour will be as per Collective Agreement fully qualified Train Operator rate, with any payment for vacation to be paid bi-weekly.
- 17. The benefit package will not apply for casual bargaining unit employees, but they will be compensated 20% of their gross bi-weekly income in lieu of any benefit package.
- 18. Full union dues will be deducted bi-weekly for each pay period or portion thereof a casual bargaining unit labour employee is compensated to protect the auxiliary board.
- 19. This agreement can be cancelled with thirty (30) days written notice by either party to the other.
- 20. This Agreement is without precedent or prejudice