



# Teamsters Canada Rail Conference

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Local Committee of Adjustment - TCRC Division 322  
DP Becker, Local Chairman, Locomotive Engineers  
DJ Edward, Local Chairman, Conductors  
BL Weisgerber, Local Chairman, Trainmen/Yardmen

September 5, 2008

Dear Mr. Ruff:

Re: ALOA Policy Grievance

As per Article 71 and Article 22 of the respective Collective Agreements for the Conductor/Trainmen/Yardmen and Locomotive Engineers, Thunder Bay and West, we are advancing this Step Two policy grievance to your office on behalf of the members of Division 322, account the Company's unilateral decision to impose a change to Authorized Leave of Absences in Medicine Hat, Alberta.

On August 25<sup>th</sup>, bulletin number ASA-102-08, was posted indicating Authorized Leave of Absence slots available to our members had been set at:

- 4 - Locomotive Engineers each day
- 4 - Conductor/Trainpersons each day.

In 2005 the Company initiated an Attendance Management Policy, to which the TCRC protested. To the best of our knowledge, the detailed ALOA policy referenced in that Attendance Management Policy has not yet been provided to us. While this policy has never been provided to the Union or the affected employees, the Company has gone forward and unilaterally reduced the number of ALOA slots for Medicine Hat. Even if a proper policy had been established, it is our position that the arbitrary numbers established by the Company are not reasonable considering the number of employees within this terminal. While the Company has stated in the 2005 Attendance Management policy that they have the right to set standards, it is our position that an ALOA policy that is not consistent in its application fails the required test.

As has been stated by the Company, due to local managers not being consistent in the enforcement of any authorized leave within this terminal, there was a requirement to introduce this 2008 bulletin. In the past the ALOA administration had not been at a set number despite what the Company now states. Past practice shows that the ALOA administration was based on many factors, such as, but not limited to, crew availability, the day of the week, traffic volumes, etc., all of which allowed the numbers to be adjusted locally.

Furthermore, the changes contained within this bulletin are in blatant violation of Article 20.01 of the Locomotive Engineers West Collective Agreement. There is no provision for the CMC to handle leaves of absence. The language of Article 20.01 is very clear. Further, the issuance of a set number is also contrary to Article 20.01 of the Collective Agreement:

*20.01 If an employee desires to be absent from duty the employee must obtain authorized leave of absence. When requesting such leave of absence, it must be for a specific period such as one trip or shift or a specified number of days. **Reasonable requests of this kind will be granted when possible to do so but will be conditional upon sufficient personnel being available to meet operating requirements.** The Officers authorized to grant leaves of absence at each terminal will be bulletined. A copy of this bulletin will be furnished to the Local Chairman and General Chairman.*

With the issuance of this bulletin it is our position that the Company has acted in bad faith. A Performance Incentive Program negotiated during our latest round of bargaining has come into effect, which includes provisions regarding work attendance. The issuing of this bulletin has resulted in an arbitrary adjustment downward of the ALOA slots in this terminal. This has made it extremely difficult to achieve authorized time away from work. This will reduce the monetary reward to our members in the work attendance portion of the PIP program.

In addition, during the last round of negotiations the Company and the Union negotiated an Earned Days Off (EDO) provision within the Collective Agreements. It was represented in that agreement that EDO's would not reduce the number of available ALOA slots. Information we have received indicates the Company is expected to implement EDO's October 16, 2008. Conveniently and arbitrarily, the Company has now bulletined a reduction to the ALOA slots available to this terminal effective immediately. With EDO's having precedence over LOA slots, this could have the effect of eliminating ALOA in Medicine Hat, destroying the ability of our members to obtain authorized time away from work without penalty.

As a result of this attempt by the Company to remove the ability of many of our members to obtain authorized leave, we request full disclosure of the number of ALOA slots that were allotted to our members since January 1, 2005 to present, by Craft, Date, and Day of the week. Furthermore, we request that Company reconsider the position they have advanced on this subject.

We respectfully request that the Company immediately cease and desist this arbitrary decision and re-establish the levels of Authorized Leave that existed prior to this unilateral change in the established practice of ALOA levels for this terminal. The past numbers far exceed the threshold of 5 % represented by the Company in the August 2008 bulletin.

The Union reserves the right to allege a violation of, refer to, and/or rely upon any other provision of the Collective Agreement and/or any applicable statutes, legislation, acts, or policies.

Thank you for your attention to this matter, we look forward to your reply.

Sincerely,

D. P. Becker  
Local Chairman  
Locomotive Engineers  
TCRC Division 322

D. J. Edward  
Local Chairman  
Conductors  
TCRC Division 322

B. L. Weisgerber  
Local Chairman  
Trainmen/Yardmen  
TCRC Division 322