



Teamsters Canada Rail Conference

TCRC Division 322, Locomotive Engineers
Local Chairman, D.P. Becker
Vice Local Chairman, A.L. Greenstein
Vice Local Chairman, G.L. Vadeboncoeur

June 6, 2009

Dear Mr. Ruff

Re: Policy Grievance Mileage Regulations

As per Article 22 of the respective Collective Agreement 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, with regard to the Company's decision to impose a unilateral change to mileage regulations for Brooks and Maple Creek Sub unassigned freight pools and Engineer spareboard headquartered at Medicine Hat, Alberta.

We were advised by Service Area Manager Tim Schumacher on May 21 that the Company was unilaterally imposing a change to the baseline formula the local mileage committee has relied upon to determine the respective pool sizes from 4150 miles to 3950 miles.

It is the position of the Union that the Company has acted arbitrarily, discriminatorily, in bad faith and unreasonably by:

1. Arbitrarily setting an unreasonable mileage regulation threshold;
2. Unilaterally changing local mileage regulation standards and practises;
3. Unilaterally establishing targets that have the effect of violating the collective agreement;
4. Unilaterally establishing a practise that will result in Engineer's being denied both working and pension income.

Our Collective Agreement Articles 25.05(8), 30.17, 33.10(1) provide that the number of Engineers working in each terminal will be determined between the Union and Management on a local basis. By setting an arbitrary formula for regulating our working boards the Company has removed any ability for our local mileage committee to consider local issues and conditions in the regulation of these boards and has thereby violated the spirit and the letter of the above mentioned clauses.

Division 322 has always worked with local Management to ensure there are enough Engineers to meet the Company's requirements and to protect our members' ability to earn a living. Prior to the Company's actions which gave rise to this grievance, we regulated our working boards at 4150. When local conditions dictate we would vary this formula to meet our mutual interests for the next week. The 3800-3950 mile formula imposed by senior management has taken all discretion away from the local committee in setting our boards in Medicine Hat.

It is also our position that the Company has violated what was agreed to in our last round of Collective bargaining . Our Article 33.04 was revised to include the following;

Engineer freight pools and spare boards will be regulated so that **all** employees can earn 3800 chargeable miles per month. (*emphasis added*)

By implementing such a low average the Company is in violation of Article 33.04 as some of our members will, through no fault of their own, earn less than 3800 chargeable miles. By taking away the ability of Engineers to earn 3800 miles a month there is a detrimental impact on our members' current earnings, their Annual Vacation pay and their pensionable earnings.

Through many rounds of collective bargaining the Company and the Union have created the above mentioned Articles to protect our membership's ability to earn a living. Locomotive Engineers do not have a guarantee and by your actions the Company is unilaterally violating our Collective Agreement provisions which were designed to protect our earnings. This edict of the Company will undoubtedly give rise to future wage grievances from our affected membership.

Arbitral jurisprudence has set certain standards which must be met by employers when unilaterally imposing workplace policies. The Union contends the unilateral change imposed by the Company does not meet such standards. In support of our position we refer you to the award of the Arbitrator in *KVP (16 L.A.C. 73 – 1965)*.

The Union contends this Company edict is in violation of Articles 25, 30, 33 and any other applicable provisions of our Collective Agreement and local rules.

The Company's actions in this case are a clear departure from past practice and the application of our negotiated Agreements. The Union therefore submits that the principle of estoppel also applies in this case and this new policy should be repealed immediately.

We respectfully request that the company immediately cease and desist this arbitrary decision/practice and re-establish the respective practice of mileage regulation that existed prior to this unilateral change in the established practice of mileage regulation for Medicine Hat.

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 statues, legislation, acts, or policies.

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

Sincerely,

Don Becker
Local Chairman
Locomotive Engineers
TCRC Division 322