



Teamsters Canada Rail Conference

Division 563
Locomotive Engineers
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June 10, 2009

Mr. Frank Bonanno
Manager Operations Road
25 South Van Horne Street,
Cranbrook, B.C.
VIC 1Y7

Dear Mr. Bonanno;

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 563, with regard to the Company's decision to impose a unilateral change to mileage regulations for the pools and Engineer spareboard at Cranbrook.

We were advised by Service Area Manager Dan Sewell on May 20, 2009 that the Company was unilaterally imposing a change to the baseline formula the local mileage committee has relied on since at least January 8, 2006 to determine the respective pool sizes at Cranbrook.

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 System formula for regulating our working boards the Company has removed the established practise of the local mileage committee considering local issues and conditions in the regulation of these boards and has thereby violated the spirit and the letter of the above mentioned clauses.

In addition, prior to the Company unilaterally establishing this arbitrary mileage regulation policy we regulated the pools at Cranbrook based on a monthly average of 4100 miles and the Engineer's Spareboard at a monthly average of 4000 miles. As you know this formula was established in an understanding agreed to by the Company

and Union in a meeting at Fairmont, BC on January 8, 2006 (appended) involving local Union and Company representatives, as well as Senior Labour Relations Officers and TCRC General Chairman Dave Able. The Understanding acknowledges that the objective of the mileage regulation committees is to provide employees the opportunity to make their miles as provided in the Collective Agreement, the agreed upon manner in which this objective would be achieved at Cranbrook is defined in the provisions of this Understanding. As you know the Parties relied upon the provisions of this understanding until recently when the Company imposed the arbitrary formula of regulating miles between 3800-3950 which is the subject of this grievance.

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 applies under the circumstances and that this arbitrary policy should be repealed immediately.

Likewise, the Company's recent decision to charge all vacancy miles to the Engineer's Spareboard whether these miles are earned by the Spareboard or not is in sharp contrast to the past practice of charging only half of the miles not earned by the Spareboard to the Spareboard. This practice will effectively charge the respective Engineers at Cranbrook twice for the same miles. The Union contends this practice combined with the arbitrary 3800 – 3950 formula will further diminish the ability of a Engineer at Cranbrook to earn 3800 miles a month. Essentially the practice of overstating the miles available to Engineers as a result of counting Vacant miles twice while regulating the pools at 3800 is inconsistent with the agreed upon requirement for all Engineers to earn 3800 miles.

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.

In addition, to the past application of the Collective Agreement in the regulation of miles locally, past practice at Cranbrook upon which the Union has relied until the recent introduction of this arbitrary policy the Company has also violated what was agreed to in our last round of Collective bargaining, when it was agreed to amend Article 33.04 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*)

The Union contends given the experience of the Parties at Cranbrook, with the involvement of Senior Labour Relations Officers, the Company is acting in a manner which they are well informed will have the result of some Engineers at Cranbrook, through no fault of their own, earning less than 3800 chargeable miles a violation of Article 34.04. As a result there will be a detrimental impact on our members' current earnings, their Annual Vacation pay and their pensionable earnings.

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.

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 at Cranbrook.

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.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Al Singer
Local Chairman (Engineers)