



# BULLETIN

## TRANSPORTATION DISTRICT 140 DISTRICT DES TRANSPORTS 140

International Association of Machinists and Aerospace Workers  
Association internationale des machinistes et des travailleurs et travailleuses de l'aérospatiale

Dear Brothers and Sisters:

The Union has received the Arbitration Award regarding the Lieu days.

The Union was successful with the grievance and that the past practise of bidding and receiving pay for the lieu day prior to the holiday taking place will remain in place.

I have attached the arbitration ruling below in case you are interested in reading the award:

### Grievance No. SW03097: Lieu Days

*This grievance involves a dispute about whether, pursuant to Article 19, employees can take lieu days prior to a Statutory Holiday occurring. Article 19 states as follows:*

**19.01 - The following Statutory Holidays shall be observed:**

<b>New Year's Day</b>	<b>Thanksgiving Day</b>
<b>Good Friday</b>	<b>Remembrance Day</b>
<b>Victoria Day</b>	<b>Christmas Day</b>
<b>Canada Day</b>	<b>Boxing Day</b>
<b>Labour Day</b>	<b>B.C. Day</b>

*To be eligible for pay for any of the Statutory Holidays listed above, an employee must work four (4) hours of scheduled shift immediately preceding and four (4) hours of the scheduled shift immediately following the Statutory Holiday. These shifts shall be known hereafter as "Obligatory Shifts".*

**19.03** *"An employee who works on a Statutory Holiday will be paid at one and one-half (1 1/2) times their regular rate of pay for the hours worked in addition to the paid Statutory Holiday or will receive a day off in lieu at the employee's request."*

*The evidence is clear that a past practice has existed whereby employees have been able to schedule these lieu days prior to the scheduled Statutory Holiday. In the spring of 2018, management became aware of situations where employees would take the lieu day prior to the Holiday but then leave their employment. As a result, management decided to change its policy and require the Statutory Holiday to be worked prior to the lieu day being taken.*

*The Union has asserted this constituted a breach of the Collective Agreement and the Company is also bound by its past practice. In my view, the past practice should continue to be in effect until the expiry of this Collective Agreement and the parties can address this matter during bargaining which is commencing the week of this hearing.*

Should you have any questions or concerns regarding this matter, please contact myself.

In Solidarity,

Todd Haverstock, General Chairperson  
Transportation District 140, IAMAW

TH\mdr  
moveup

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