



**TEAMSTERS CANADA RAIL CONFERENCE**  

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**CONFÉRENCE FERROVIAIRE DE TEAMSTERS CANADA**

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December 28, 2009

J. Zrini  
President, Division 528  
904 Fogerty Street  
London ON N5X 4G6

Dear Brother Zrini,

Reference your email of October 29, 2009 in which you indicated that in light of my October 29, 2009 letter, relative to Section 7, Division Rules and the twenty-four (24) month continuous good standing rule, Brother Christie would like to continue his appeal of ineligibility for election as outlined in his correspondence of October 8, 2009.

To recap the situation, Brother Christie initiated an appeal stating:

“There is no dispute that General Chairman Beaver has provided dues information regarding my service that reveals no deduction in February 2009. The same information indicates a double dues deduction in March that is credited to my January 2009 and March 2009 service. The resulting shortage occurred when I was pulled out of service by the Company for medical reasons on January 21, 2009. However, I did earn income in pay period 4, 2009 with a deposit date of February 26, 2009 with no dues deduction made. My contention is the fact that I earned income in PP/04/09 that would have enabled a union dues deduction to occur that would result in a credit to my service in February 2009. That situation, which I feel I had no control, would have made me eligible to be nominated for the upcoming election.”

Records indicate that Brother Christie was booked off between January 19 and February 9, 2009. His CPR pay cheque for pay period 4, which covers the period from January 23 to February 5, indicates he had earnings through the Goalshare agreement, which is a negotiated agreement governed by the terms of the present Collective Agreement. The terms of the relevant Union Dues Agreement in effect within the Collective Agreement indicates the employer will deduct the monthly dues on the payroll for the pay period which contains the 1<sup>st</sup> day of each month from wages due and payable to each employee coming with the scope of this Collective Agreement.

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All TCRC members are required to pay the monthly dues in line with the provisions of Section 27 of the TCRC Bylaws, and a three week absence from work does not absolve the member from the requirement to pay the monthly dues. As well, Article X, Section 5 of the IBT Constitution provides:

“However, a member on dues checkoff whose employer fails to make a proper deduction during any month in which the member has earnings from work performed during the month from which the dues could have been deducted, or has earnings from which the employer normally makes a dues deduction pursuant to the contract or established practice, shall not lose good standing status for that month.”

In review of these facts, the deduction of the appropriate amount of monthly dues for Brother Christie through the established payroll deduction process should have taken place and in these circumstances it is appropriate that he not lose good standing for the month of February as a consequence of the deduction not taking place. Therefore, his appeal is granted. He is required to pay the February assessment of Union Dues through the corrective process within the payroll deduction agreement in place within the Collective Agreement, and his good standing is not affected by the events of February 2009.

Sincerely and In Solidarity,



D.J. Shewchuk  
President

DJS/lr

Cc: Mr. T.E. Christie  
Mr. T. Beaver, General Chairman  
Mr N. Dionne Secretary Treasurer Division 528