

## **GUIDELINES (for Union use)**

### **Grievances re: Denial of Leave Remaining Requests**

**Issue Statement:** Did management violate Contractual provisions, including but not limited to, Article 3, 10, 15, 19, and 30 of the Collective Bargaining Agreement; and the Branch 2184 Local Memorandum of Understanding Item 4.7, by disapproving the Grievant's request for annual leave? If so, what is the remedy or what shall be the remedy?

#### **FACTS TO CONSIDER:** (provide evidence as necessary)

- Did the grievant submit a 3971?
- Was the request timely?
- Is the request for leave in the choice or non-choice period? (I.E. does LMU Item 4.7 or 12.2 apply?)
- Was management's response within 72 hours?
- Was the grievant the first (leave in advance) or senior (same day request) applicant?
- Were there open slots on the master vacation chart for the period at issue? If not, were there valid reasons why management should have approved the request anyway?
- Is there a history of this type of violation?

#### **ARGUMENTS/CITATIONS:**

- Remember, the union has the burden of proving the Contract was violated.
- Under Article 30, we have negotiated a local leave program permitting carriers to request and be granted annual leave throughout the leave year. (Items 4.7 and 12.2, leave remaining) If slots are available management must grant the leave, in accordance with negotiated parameters.

**REMEDY:** (Remember, on page 41-15 of the JCAM the parties have acknowledged that compensatory remedies are appropriate in some cases.)

Grant the leave request; if not possible due to delay, grant grievant equivalent leave of choice without charge to the vacation chart; compensate the grievant with the equivalent of administrative leave for the time of leave denied; and/or other appropriate remedy.