

GUIDELINES (for Union use)
Grievances re: WA ODL carriers bypassed for OT

Issue Statement: Did the Employer violate Contractual provisions, including but not limited to, Articles 3, 8 and 15 of the Collective Bargaining Agreement, and related interpretive memorandums/agreements, when assigning overtime and bypassing the grievant, a work assignment ODL carrier?

FACTS TO CONSIDER: (WE MUST provide evidence as necessary)

- Is the grievant on the WA ODL?
- How much OT is at issue? Provide TACS clock ring detail for all employees involved -a mere listing of work hours is insufficient.
- Was the work done by another FTR who worked overtime? (See the JCAM discussion, pages 8-18- and 8-19).
- Was the grievant available to perform the work at the regular OT rate (not penalty)?

ARGUMENTS/CITATIONS:

- Remember, the union has the burden of proving the Contract was violated.
- Article 8.5 of the Joint Contract Administration Manual: Signing the work assignment ODL entitles a carrier to work the OT on their assignment before the work is assigned to another FTR, although management may use a regular ODL carrier working up to 10 hours if the WA ODL carrier would be in a penalty OT status.

REMEDY:

Compensate the grievant with overtime wages for the lost opportunity; and/or other appropriate remedy.