

Sample grievance # Reporting Guarantees, Nonscheduled days

Issue Statement: Did the Employer violate Contractual provisions, including but not limited to, Articles 3, 8, and 15 of the Collective Bargaining Agreement, when they allowed an employee to work less than 8 hours on an NS day, and then failed to pay the guaranteed 8 hours?

**EL-401, Section 4.C.1 (page 24)
November 1983**

Full-time regular employees in the bargaining units are guaranteed 8 hours' work (or pay in lieu of work) if called in to work on their nonscheduled day, holiday or designated holiday. If such an employee works 6 hours and is then told by the supervisor to clock out because of lack of work, the remaining 2 hours or the employee's 8 hour guarantee is recorded as guaranteed time. (Emphasis added)

**M-00580 Settlement Agreement
March 4, 1974 (Rademacher)**

When a full time regular employee works on his holiday, he will be guaranteed eight (8) hours of work or pay in lieu thereof, in addition of the holiday pay to which he is entitled under Article XI, Sections 2 and 3.

M-00170 Memo, September 20, 1979

Any full-time employee in the regular work force who is called in on his non-scheduled day, regardless of the size of the office or amount of advance notice, is guaranteed eight hours work or pay in lieu thereof.

REMEDY: If such an employee works 6 hours and is then told by the supervisor to clock out because of lack of work, the remaining 2 hours or the employee's 8 hour guarantee is recorded as guaranteed time. (Work 8 hour guarantee or get paid for 8 hours.)