

GUIDELINES (for Union use)

Grievances re: 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 to the grievant, a non-ODL carrier? If so, what is the remedy or what shall be the remedy?

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

- What carriers are on the ODL? (provide a copy of the ODL list)
- How much OT is at issue? Is the amount significant, or excusable under the "rule of reason"? See the JCAM, page 8-14. Provide TACS clock ring detail for all employees involved – a mere listing of work hours is insufficient.
- Did the non-ODL carrier(s) work OT on or off-assignment (or WA carrier(s), if off-assignment)?
- Did the non-ODL carrier(s) provide notification OT was necessary? How so? Verbally (to whom)? Via 3996? **Evidence of this is essential to the Union's burden of proof, especially if management claims that the work was allegedly a "pivot."**
- When did management become aware the OT was necessary, or when should they have reasonably been aware?
- Were the grievant/ODL carriers available to have worked instead of the non-ODL carrier(s)? (up to 10 hours if on-assignment OT; up to 12 hours if off-assignment or NS day OT)? Provide statements if necessary.
- If management argues an "operational window," is the time genuine (i.e. based on good reason, such as time of last dispatch of mail) and is it **consistently** enforced?

ARGUMENTS/CITATIONS:

- Remember, the union has the burden of proving the Contract was violated.
- Article 8.5 of the Joint Contract Administration Manual: Management must seek to provide auxiliary assistance prior to assigning non-ODL carriers to work overtime. If the Non-ODL carrier works off-assignment or NS day overtime, the requirement to provide auxiliary assistance means first utilizing the ODL up to 12 hours (see the JCAM, pages 8-13- and 8-14)

REMEDY:

Compensate the appropriate ODL carriers (or grievant) with overtime wages at the appropriate rate(s) for lost opportunities; and/or other appropriate remedy.