

Union Case Number:

Station:

Grievant:

Issue: CCA 4 hour guarantee

Union Informal A Contentions

15. Did management violate Article 8 of the National Agreement by failing to pay the grievant for 4 hours when the grievant showed up and was scheduled to work on / / ? If so, what shall the remedy be?

17. _____ (the grievant) was scheduled to work on / / . When he arrived to work he was informed by management that he was not supposed to work. Management sent him home. Management is in violation of Article 8.8.D of the National Agreement. Page 8-26 of the JCAM states:

8.8.D D. Any CCA employee who is scheduled to work and who reports to work in a post office or facility with 200 or more work years of employment shall be guaranteed four (4) hours of work or pay. CCAs at other post offices and facilities will be guaranteed two (2) hours work or pay.

City Carrier Assistant employee call-in guarantees.

CCA work hour guarantees are addressed by the parties' joint Questions and Answers 2011 USPS/NALC National Agreement, dated March 6, 2014. The complete joint Q&As are found on JCAM pages 7-20 through 7-30.

Questions and Answers

2011 USPS/NALC National Agreement

23. Do ccAs have a work hour guarantee?

Yes, CCAs employed in post offices and facilities with 200 or more work years of employment have a four hour work guarantee and CCAs employed in all other post offices have a two hour work guarantee.

Management be held to the dictates of Article 8. The contract is clear and offers no exceptions to this rule. The grievant is guaranteed four hours or pay in lieu thereof. The grievant has provided a statement regarding the facts. The union contends management's actions are egregious and deliberate. Page 41-15 of the JCAM gives guidance for remedies for violations that are deliberate:

In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a "cease and desist" remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance. In these circumstances, care should be exercised to insure that the remedy is corrective and not punitive, providing a full explanation of the basis of the remedy.

19. Management will cease and desist violations of Article 8.8 of the National Agreement. The grievant will be paid four hours at the base rate. Future violations of this nature will result in escalating monetary awards.