

FROM A TO ARBITRATION

EPISODE 35-OPTING PRESENTED BY JASON LEATH



OPTING AND WHAT IT MEANS

- MANAGEMENT LOVES TO BE ABLE TO CONTROL THE WORKROOM FLOOR AND WHERE ALL OF THE CITY CARRIERS ARE TO BE WORKING AT TODAY. OPTING TAKES AWAY THAT CONTROL OF WHERE THEY CAN AND CAN NOT PUT PTF AND CCA CARRIERS
- THE STEWARD HAS TO BE KNOWLEDGEABLE ABOUT THE OPTING LANGUAGE IN THE CONTRACT
- THIS IS A CONTRACT VIOLATION, NOT A DISCIPLINE CASE. THE DIFFERENCE IS THAT IN CONTRACT VIOLATIONS THE UNION HAS THE BURDEN TO PROVE THEIR CASE HAS MERIT. IN A DISCIPLINE CASE THE USPS HAS THE BURDEN TO PROVE THE MERITS OF THEIR CASE

MEETING OUR BURDEN OF PROOF

- WE AS THE UNION MUST KNOW THE CONTRACTUAL VIOLATION THAT OCCURRED, THE CONTRACTUAL PROVISIONS IT RELATES TO, AND SUPPORT THAT WITH DOCUMENTED EVIDENCE
- THAT'S CRITICAL, BECAUSE WHAT GOES INTO YOUR CASE FILE HAS TO ESTABLISH THAT YOU HAVE MET YOUR BURDEN OF PROOF
- THE STEWARD NEEDS TO GET INTO THE CONTRACT PROVISIONS AND BE KNOWLEDGEABLE OF THOSE AND GET TO KNOW THEM FROM FRONT TO BACK
- THE STEWARD NEEDS TO KNOW EVERYTHING THERE IS ABOUT OPTING AND BE ABLE TO SUPPORT THAT

WHERE TO START...



ANY TIME THAT A CONTRACT PROVISION COMES UP AND WE NEED TO GAIN KNOWLEDGE OF THAT THREE THINGS YOU NEED TO HAVE IN YOUR POSSESSION

JCAM
DEFENSES TO DISCIPLINE HANDBOOK
THE MRS



THESE THREE THINGS WILL GET YOU STARTED AND GIVE YOU GUIDANCE ON WHERE TO SEEK INFORMATION ABOUT WHAT YOU'RE TRYING TO OBTAIN

HOW TO USE THE JCAM TO FIND INFORMATION

- WHEN YOU ARE USING THE JCAM, FIRST THING YOU SHOULD ALWAYS DO IS GO TO YOUR INDEX
- DO NOT JUST OPEN THE BOOK AND JUST START LOOKING FOR OPTING BECAUSE IT IS NOT GOING TO BE EASY TO FIND
- IN THE INDEX GO TO THE LETTER O AND THE FIRST THING UNDER O IS OPTING ON PAGE INDEX-19
- YOU WILL SEE THAT OPTING IS COVERED UNDER ARTICLE 41 OF THE JCAM
- DEPENDING ON WHAT SPECIFICALLY YOU ARE LOOKING FOR UNDER OPTING IT WILL TELL YOU WHAT PAGE YOU SHOULD BE LOOKING UNDER

WHAT DOES IT MEAN AND WHERE DO I FIND IT?

- WHAT WE ARE LOOKING FOR TELLS US THAT WE WILL BE GOING TO PAGE 41-9
- OPTING AND HOLD DOWN ARE THE SAME THING, JUST A DIFFERENT NAME FOR IT
- OPTING OR HOLDING DOWN A ROUTE MEANS THAT IF THE REGULAR CARRIER WILL NOT BE AVAILABLE TO COVER THEIR ROUTE FOR A PERIOD OF 5 CONSECUTIVE DAYS OR MORE, A PTF OR CCA CAN PUT IN A REQUEST TO BE PLACED ON THAT ROUTE AND BASICALLY BECOME THAT REGULAR FOR THE DURATION THAT THE REGULAR WILL BE GONE
- OF COURSE, IT IS NOT AS CUT AND DRY AS THAT SO LET'S GET INTO THE SPECIFICS

LET'S GET STARTED

- THE FIRST THING WE NEED TO ESTABLISH IS- WHAT EMPLOYEES CAN OPT, BECAUSE NOT ALL EMPLOYEES CAN OPT ON ASSIGNMENTS
- SO, LET'S START WITH ARTICLE 41.2.B.3, 41.2.B.4 AND 41.2B.5 FOR THE JCAM LANGUAGE
 - OPTING ON TEMPORARY VACANCIES. ARTICLE 41.2.B.3, 41.2.B.4, AND 41.2.B.5 PROVIDE A SPECIAL PROCEDURE FOR EXERCISING SENIORITY IN FILLING TEMPORARY VACANCIES IN FULL-TIME DUTY ASSIGNMENTS. THIS PROCEDURE, CALLED "OPTING," ALLOWS CARRIERS TO "HOLD-DOWN" VACANT DUTY ASSIGNMENTS OF REGULAR CARRIERS WHO ARE ON LEAVE OR OTHERWISE UNAVAILABLE TO WORK FOR FIVE OR MORE DAYS. FULL-TIME RESERVE, FULL-TIME FLEXIBLE, AND UNASSIGNED FULL-TIME LETTER CARRIERS MAY OPT ON VACANCIES OF FEWER THAN FIVE DAYS WHERE THERE IS AN ESTABLISHED LOCAL PAST PRACTICE (ARTICLE 41.2.B.3).

FIRST STEP DOWN...

- ELIGIBILITY FOR OPTING:
 - FULL-TIME RESERVE LETTER CARRIERS, FULL-TIME FLEXIBLE SCHEDULE LETTER CARRIERS, UNASSIGNED FULL-TIME CARRIERS, PTFS, AND CCAS MAY ALL OPT FOR HOLD-DOWN ASSIGNMENTS.
 - ALL UNASSIGNED REGULARS HAVE OPTING RIGHTS, REGARDLESS OF THE REASON FOR THE UNASSIGNED STATUS (STEP 4, H94N-4H-C 96007241, SEPTEMBER 25, 2000, M-01431).
- SHOP STEWARDS DO NOT BE FOOLED BY MANAGEMENT WHEN THEY SAY THAT AN UNASSIGNED REGULAR CARRIER CAN NOT OPT ON A ROUTE. NEVER BE DISSUADED BY MANAGEMENT AND WHAT THEY THINK THEY KNOW ABOUT THE CONTRACT. JUST KEEP DIGGING TO FIND THE REAL ANSWERS

DON'T BE FOOLED

- IF MANAGEMENT TRIES TO TELL YOU THAT THE INFORMATION YOU HAVE IS NOT FACTUAL AND THAT THEY HAVE SOMETHING ELSE THAT IS, LIKE A POLICY OR AN SOP THAT HAS DIFFERENT LANGUAGE THAN OUR JCAM, THEN ASK THEM FOR THAT LANGUAGE. WE WANT TO SEE IT AND MAKE SURE THAT WHAT THEY HAVE HAS BEEN AGREED UPON BY BOTH UNION AND MANAGEMENT AT THE HIGHER LEVELS THAT UNASSIGNED REGULAR CARRIERS ARE UNABLE TO OPT
- OUR JCAM SAYS IN CLEAR UNAMBIGUOUS LANGUAGE, REGARDLESS OF THEIR UNASSIGNED STATUS
- THAT MEANS EVERY UNASSIGNED REGULAR HAS THAT RIGHT TO OPT/HOLD DOWN A VACANT ASSIGNMENT

WHAT ABOUT CCAS?

- THEY ARE ADDRESSED IN 41.2.B.4 OF THE JCAM
- MANAGEMENT LOVES TO CONTROL AND THE CCA IS THE HIGHEST PERCENTAGE OF OPTING GRIEVANCES THERE IS BECAUSE THEY JUST WANT TO PUT THE CCA WHERE THEY THINK THEY WOULD DO BETTER
- THE JCAM LANGUAGE TELLS US THE PECKING ORDER OF WHO GETS THE OPT FIRST SO MAKE SURE THAT MANAGEMENT IS FOLLOWING THAT PECKING ORDER
- CCAS ARE 5TH IN LINE ON THE LIST. ALL SENIORITY CARRIERS ARE FIRST, THEN THE RELATIVE STANDING CARRIERS ARE CONSIDERED FOR OPEN OPTING OPPORTUNITIES (ABSENT OF ANY LANGUAGE IN YOUR LMOU)

BIDDING OR OPTING?

- ALTHOUGH ARTICLE 12.3 OF THE NATIONAL AGREEMENT PROVIDES THAT “AN EMPLOYEE MAY BE DESIGNATED A SUCCESSFUL BIDDER NO MORE THAN SIX (6) TIMES” DURING THE CONTRACT PERIOD, A NATIONAL SETTLEMENT (H1N-1E-C 25953, MAY 21, 1984, M-00513) ESTABLISHES THAT THESE RESTRICTIONS DO NOT APPLY TO THE PROCESS OF OPTING FOR VACANT ASSIGNMENTS. MOREOVER, OPTING IS NOT “RESTRICTED TO EMPLOYEES WITH THE SAME SCHEDULE AS THE VACANT POSITION” (H1N-1J-C 6766, APRIL 17, 1985, M-00843). RATHER, AN EMPLOYEE WHO OPTS FOR A HOLD-DOWN ASSIGNMENT ASSUMES THE SCHEDULED HOURS AND NON-SCHEDULED DAY OF THE OPTED ASSIGNMENT.
 - THE LANGUAGE ABOUT BIDDING NO MORE THAN SIX TIMES IS FOR BIDDING ON A ROUTE SUCCESSFULLY. THIS DOES NOT PERTAIN TO OPTING/HOLDING DOWN A ROUTE. MANAGEMENT WILL GET THIS WRONG EVERY TIME
- ABSENT OF ANY LMOU LANGUAGE, WE NEED TO GO BY THE JCAM BARE PROVISIONS OF ARTICLE 41, IT WOULD COME DOWN TO THE RELATIVE STANDING AT THE DAY THAT THE ANTICIPATED DURATION WOULD START

WHO CAN'T OPT/HOLD DOWN

- NOW THAT WE KNOW WHO CAN OPT/HOLD DOWN, ARE THERE ANY EMPLOYEES THAT CAN NOT OPT/HOLD DOWN?
- AN OTHERWISE QUALIFIED EMPLOYEE ON LIGHT DUTY MAY NOT BE DENIED HOLD DOWN ASSIGNMENTS AS LONG AS THE EMPLOYEE CAN PERFORM ALL THE DUTIES OF THE ASSIGNMENT
- THE NATIONAL PARTIES PREVIOUSLY AGREED THAT PROBATIONARY EMPLOYEES MAY NOT OPT (H8N- 2W-C 7259, NOVEMBER 25, 1980, M-00594). HOWEVER, THIS RESTRICTION WAS MODIFIED WITH THE SUBSEQUENT AGREEMENT THAT CCAS MAY NOT OPT FOR THE FIRST 60 CALENDAR DAYS OF THEIR FIRST APPOINTMENT AS A CCA AND ONCE THE CCA HAS MET THIS REQUIREMENT THERE IS NO ADDITIONAL WAITING PERIOD.

WHO CAN'T OPT/HOLD DOWN CONTINUED

- CARRIERS ACTING IN 204B SUPERVISORY POSITIONS MAY NOT OPT FOR HOLD DOWN POSITIONS WHILE IN A SUPERVISORY STATUS (STEP 4, H1N-4B-C 16840, OCTOBER 24, 1983, M-00552). A NATIONAL PRE-ARBITRATION SETTLEMENT (H1N-5W-C 26031, JANUARY 12, 1989, M-00891) ESTABLISHED THAT AN EMPLOYEE'S SUPERVISORY STATUS IS DETERMINED BY PS FORM 1723, WHICH SHOWS THE TIMES AND DATES OF AN EMPLOYEE'S 204B DUTIES.

204B STATUS AND THE 1723

- IF A CARRIER IN YOUR STATION IS IN A 204B STATUS, YOU SHOULD ALREADY KNOW THAT. MANAGEMENT IS REQUIRED TO GIVE THE SHOP STEWARD A COPY OF THE 1723 BEFORE THE CARRIER IS BROUGHT UP TO BE AT A HIGHER LEVEL. IF NOT, THERE SHOULD HAVE BEEN A GRIEVANCE FILED FOR FAILURE TO FOLLOW THE CONTRACT UNDER ARTICLE 41.1.A.2
 - FORM 1723, ASSIGNMENT ORDER, SHALL BE USED IN DETAILING LETTER CARRIERS TO TEMPORARY SUPERVISOR POSITIONS (204B). THE EMPLOYER WILL PROVIDE THE UNION AT THE LOCAL LEVEL WITH A COPY OF FORM(S) 1723 SHOWING THE BEGINNING AND ENDING OF ALL SUCH DETAILS.

SHOP STEWARDS GET INVOLVED

- HELP OUT THE CCAS AND PTFS WHO NEED HELP PUTTING IN AN OPT/HOLD DOWN REQUEST
- MAKE SURE THAT THEY ARE PUTTING ALL OF THE RIGHT INFORMATION ON THE FORM AND GETTING A SIGNED COPY
- CHECK THE SCHEDULE WHEN IT COMES OUT AND MAKE SURE THAT THE OPTS ARE CORRECT ON IT
- IF THERE ARE PROBLEMS TAKE CARE OF THEM IMMEDIATELY. MANAGEMENT MUST KNOW THAT THE STEWARD WILL NOT JUST LET THINGS LIKE THIS SLIDE
- THE STEWARD SHOULD KNOW THE SENIORITY/RELATIVE STANDING OF ALL PART TIME CARRIERS

SUBMITTING THE FORM

- BELIEVE IT OR NOT, THERE IS NO OFFICIAL FORM FOR OPTING BY EITHER THE POST OFFICE OR THE UNION
- STEWARDS CAN MAKE THEIR OWN AND HANG THEM AT THEIR CASE OR ON THE UNION BULLETIN BOARD
- THE INFORMATION THAT IS NEEDED IS BASIC:
 - FULL NAME OF THE CARRIER, THE ROUTE NUMBER(S) AND DATE(S) OF THE DESIRED OPT/HOLD DOWN, TODAY'S DATE, SIGNED BY THE CARRIER, STEWARD AND THE SUPERVISOR AND **KEEP A COPY!!!!**

EXAMPLE FORM:
INFORMATION
NEEDED TO PUT IN FOR
AN OPT

- BID FORM FOR TEMPORARY ASSIGNMENT
- POST OFFICE _____
 - (CITY) (INSTALLATION OR STATION)
- BIDDER _____
 - NAME (JOB CLASSIFICATION - PTF, RESERVE CARRIER, CCA, ETC.)
- SENIORITY (RELATIVE STANDING) DATE _____
- NUMBER OF VACANT ROUTE PREFERRED _____
- NUMBER OF VACANT ROUTE PREFERRED (2ND CHOICE) _____
- BEGINNING DATE _____ ENDING DATE _____ (OR INDEFINITE)
- DATE THIS BID SUBMITTED _____
- THIS BID SUBMITTED IN COMPLIANCE WITH ARTICLE 41, SECTION 2.8.3, 4, 5, OR ARTICLE 25 SECTION 4 OF THE 2011-2016 NATIONAL AGREEMENT
- SIGNED _____ DATE _____
 - (CARRIER)
- RECEIVED: POSTMASTER OR SUPERVISOR _____
- (SIGNED) _____ DATE _____
 - SHOP STEWARD

WHAT YOU CAN OPT ON

- COVERED UNDER ARTICLE 41 PAGE 41-11 IN THE JCAM STATES:
 - DUTY ASSIGNMENTS ELIGIBLE FOR OPTING. VACANCIES IN FULL-TIME NON- CARRIER TECHNICIAN ASSIGNMENTS, INCLUDING RESERVE REGULAR ASSIGNMENTS, ARE AVAILABLE FOR OPTING. WHEN A RESERVE REGULAR LETTER CARRIER OPTS ON AN AVAILABLE ASSIGNMENT, HIS/HER TEMPORARILY VACATED RESERVE REGULAR POSITION BECOMES AVAILABLE FOR OPTING IF VACATED FOR FIVE DAYS OR MORE. HOWEVER, AS IS THE CASE WITH ANY OPT, A CARRIER ON AN OPT FOR A RESERVE REGULAR ASSIGNMENT MUST WORK THE ASSIGNMENT FOR ITS DURATION AND IS NOT ELIGIBLE TO OPT ON ANY OTHER ASSIGNMENTS FOR THE DURATION OF THE OPT. VACANT ROUTES UNDER CONSIDERATION FOR REVERSION ARE AVAILABLE FOR OPTING UNTIL THEY ARE REVERTED OR FILLED, PROVIDED THE ANTICIPATED VACANCY IS FOR FIVE DAYS OR MORE
 - T-6 STRINGS ARE COVERED UNDER ARTICLE 25-HIGHER LEVEL DETAIL, THEY ARE NOT COVERED BY ARTICLE 41

CLARIFICATION OF THE MEANING 5 DAYS

- THE 5 DAY OR MORE LANGUAGE OF THE JCAM DOES NOT MEAN 5 CALENDAR DAYS. ARTICLE 41 STATES:
 - EXCEPT WHERE A LOCAL PAST PRACTICE PROVIDES FOR A SHORTER PERIOD, VACANCIES LASTING LESS THAN FIVE DAYS NEED NOT BE FILLED AS HOLD-DOWNS. CLARIFYING THE MEANING OF THIS FIVE-DAY REQUIREMENT, NATIONAL ARBITRATOR KERR HELD THAT OPTING IS PERMITTED WHEN VACANCIES ARE EXPECTED TO INCLUDE FIVE OR MORE WORKDAYS, RATHER THAN VACANCIES THAT SPAN A PERIOD OF FIVE CALENDAR DAYS BUT MAY HAVE FEWER THAN FIVE DAYS OF SCHEDULED WORK (W1N-5G-C 11775, MARCH 20, 1986, C-05865). HOWEVER, THESE ANTICIPATED FIVE DAYS MAY INCLUDE A HOLIDAY (H8N-4E-C 14090, JULY 1, 1982, M-00237).

WHAT CAN YOU NOT OPT ON

- TEMPORARILY VACANT CARRIER TECHNICIAN ASSIGNMENTS. TEMPORARILY VACANT CARRIER TECHNICIAN ASSIGNMENTS ARE NOT FILLED UNDER THE OPTING PROVISIONS OF ARTICLE 41.2.B.3 & 41.2.B.4. RATHER, THEY ARE HIGHER LEVEL ASSIGNMENTS FILLED UNDER THE PROVISIONS OF ARTICLE 25 (STEP 4, H8N-3P-C 25550, MAY 6, 1981, M-00276)
- AUXILIARY ROUTES ARE NOT AVAILABLE AS HOLD DOWNS BECAUSE THEY ARE NOT FULL-TIME (STEP 4, H8N-5B-C 14553, MAY 15, 1981, M-00625)
- FULL-TIME FLEXIBLE POSITIONS ARE NOT SUBJECT TO OPTING BECAUSE THEY ARE NOT BID ASSIGNMENTS.

HOW DO YOU KNOW WHAT IS AVAILABLE?

- POSTING AND OPTING. THE NATIONAL AGREEMENT DOES NOT SET FORTH SPECIFIC PROCEDURES FOR ANNOUNCING VACANCIES AVAILABLE FOR HOLD-DOWNS. HOWEVER, PROCEDURES FOR ANNOUNCING VACANCIES AND PROCEDURES FOR OPTING FOR HOLD-DOWN ASSIGNMENTS MAY BE GOVERNED BY LMOU OR PAST PRACTICE (MEMORANDUM, FEBRUARY 7, 1983, M-0446). THE LMOU OR PAST PRACTICE MAY INCLUDE: METHOD OF MAKING KNOWN THE AVAILABILITY OF ASSIGNMENTS FOR OPTING, METHOD FOR SUBMISSION, A CUTOFF TIME FOR SUBMISSION, AND DURATION OF HOLD-DOWN. IN THE ABSENCE OF AN LMOU PROVISION OR MUTUALLY AGREED-UPON LOCAL POLICY, THE BARE PROVISIONS OF ARTICLE 41.2.B APPLY. IN THAT CASE, THERE IS NO REQUIREMENT THAT MANAGEMENT POST A VACANCY, AND CARRIERS WHO WISH TO OPT MUST LEARN OF AVAILABLE ASSIGNMENTS BY WORD OF MOUTH OR BY REVIEWING SCHEDULING DOCUMENTS.

OTHER POSSIBLE PLACES TO LOOK

- VACATION BOARDS
- BID ASSIGNMENTS
- CARRIER ON MEDICAL LEAVE
- CCAS AND PTFS SHOULD LEARN WHERE ALL OF THESE POSTINGS ARE TO KEEP UP WITH UPCOMING OPEN ROUTES THAT WILL BE VACANT FOR AT LEAST 5 CALENDAR DAYS

THIS MAY GET LENGTHY

- WHEN A CARRIER SUCCESSFULLY GETS AN OPT ON A ROUTE THEY ARE ON THE REGULAR ON THE ROUTE
- THEY WILL ASSUME THE DUTIES OF THE CARRIER ON THAT ROUTE
- NEITHER THE CARRIER OR MANAGEMENT CAN TAKE THAT CARRIER OFF OF THEIR OPT/HOLD DOWN ONCE THEY HAVE SUCCESSFULLY BEEN AWARDED THE OPT/HOLD DOWN
- BUT FOR HOW LONG CAN THE OPT/HOLD DOWN LAST?

LET'S GO TO THE JCAM FOR OUR ANSWERS

- DURATION OF HOLD-DOWN

- ARTICLE 41.2.B.5 PROVIDES THAT ONCE AN AVAILABLE HOLD-DOWN POSITION IS AWARDED, THE OPTING EMPLOYEE "SHALL WORK THAT DUTY ASSIGNMENT FOR ITS DURATION." AN OPT IS NOT NECESSARILY ENDED BY THE END OF A SERVICE WEEK. RATHER, IT IS ENDED WHEN THE INCUMBENT CARRIER RETURNS, EVEN IF ONLY TO PERFORM PART OF THE DUTIES, SUCH AS TO CASE BUT NOT CARRY MAIL.

AND WHEN WOULD THIS NOT APPLY?

- ALWAYS CHECK YOUR LOCAL MEMORANDUM OF UNDERSTANDING, LMOU, FOR ANY LANGUAGE ABOUT OPTING/HOLDING DOWN A ROUTE. IT MAY HAVE SPECIFIC LANGUAGE ON TOP OF THE JCAM
- THE LMOU CAN NOT GO AGAINST THE LANGUAGE IN THE JCAM BUT COULD HAVE MORE SPECIFIC RULES THAT NEED TO BE FOLLOWED AT THE LOCAL LEVEL
- THE LANGUAGE IN ARTICLE 41 OF THE JCAM IS THE BARE MINIMUM LANGUAGE THAT WILL BE USED FOR OPTING/HOLDING DOWN A ROUTE

SO THAT MEANS....

- IF THE REGULAR (INCUMBENT) CARRIER ON THE ROUTE PUTS IN FOR 2 WEEKS OF VACATION AND THE OPTING CARRIER PUTS IN FOR, AND IS AWARDED THE OPT/HOLD DOWN, AND THE REGULAR CARRIER BREAKS THEIR LEG WHILE ON VACATION, THE OPT DOES NOT END AFTER THE TWO WEEKS
- THE OPT ONLY ENDS WHEN THE REGULAR CARRIER RETURNS TO THE ROUTE
- EVEN IF THE CARRIER COMES IN AND PUTS ONE LETTER INTO THE CASE AND DOES NOTHING ELSE, THAT WOULD BREAK THE OPT
- SO, WHAT ELSE COULD BREAK THE OPT/HOLD DOWN?

EXCEPTIONS TO THE DURATION CLAUSE

- THERE ARE SITUATIONS IN WHICH CARRIERS TEMPORARILY VACATE HOLD-DOWN POSITIONS FOR WHICH THEY HAVE OPTED, SUCH AS FOR VACATION. SUCH AN EMPLOYEE MAY RECLAIM AND CONTINUE A HOLD-DOWN UPON RETURNING TO DUTY (STEP 4, H4N-3U-C 26297, APRIL 23, 1987, M-00748). IF THE OPTING EMPLOYEE'S ABSENCE IS EXPECTED TO INCLUDE AT LEAST FIVE DAYS OF WORK, THEN THE VACANCY QUALIFIES AS A NEW HOLD-DOWN WITHIN THE ORIGINAL HOLD-DOWN. SUCH OPENINGS ARE FILLED AS REGULAR HOLD-DOWNS, SUCH THAT THE FIRST OPTING CARRIER RESUMES HIS OR HER HOLD-DOWN UPON RETURNING TO DUTY (UNTIL THE REGULAR CARRIER RETURNS).

MORE EXCEPTIONS

- A CCA'S FIVE-DAY BREAK IN SERVICE BETWEEN 360-DAY TERMS DOES NOT END AN OPT (HOLD-DOWN). A FIVE-DAY BREAK IN SERVICE CAN ONLY CREATE ANOTHER OPT (HOLD-DOWN) OPPORTUNITY IF IT CREATES A VACANCY OF FIVE WORKDAYS. IN SUCH CASE THE OPT IS FOR THE FIVE-DAY PERIOD OF THE BREAK
- AN OPTING EMPLOYEE MAY BID FOR AND OBTAIN A NEW, PERMANENT FULL-TIME ASSIGNMENT DURING A HOLD-DOWN. A NATIONAL PRE-ARBITRATION SETTLEMENT (H1N-5G-C 22641, FEBRUARY 24, 1987, M-00669) ESTABLISHED THAT SUCH AN EMPLOYEE MUST BE REASSIGNED TO THE NEW ASSIGNMENT. IF THERE ARE FIVE OR MORE DAYS OF WORK REMAINING IN THE HOLD-DOWN, THEN THE REMAINDER OF THE HOLD-DOWN BECOMES AVAILABLE TO BE FILLED BY ANOTHER OPTING CARRIER.

HIGHER LEVEL ASSIGNMENTS AND OPTING

- AN EMPLOYEE ON A HOLD-DOWN ASSIGNMENT MAY ACCEPT A TEMPORARY SUPERVISORY POSITION (204B). HOWEVER, THE HOLD-DOWN MUST BE REPOSTED FOR THE DURATION OF THE REMAINDER OF THE ORIGINAL VACANCY PROVIDED IT IS FOR FIVE DAYS OR MORE. A CARRIER WHO HAS ACCEPTED A 204B DETAIL ONLY RETAINS THE RIGHT TO THE HOLD-DOWN UNTIL IT IS AWARDED TO ANOTHER LETTER CARRIER.
- AN EMPLOYEE ON A HOLD-DOWN ASSIGNMENT MAY VOLUNTARILY TERMINATE THE ASSIGNMENT TO ACCEPT A HIGHER-LEVEL ASSIGNMENT UNDER THE PROVISIONS OF ARTICLE 25. IN SUCH CASES, THE VACANCY MUST BE MADE AVAILABLE FOR OPTING FOR THE DURATION OF THE ORIGINAL VACANCY, PROVIDED IT IS FOR FIVE DAYS OR MORE.

INVOLUNTARY REASSIGNMENT AND OPTING

- ARBITRATOR MITTENTHAL- C-04484 STATES IN PART:
 - ARTICLE 41, SECTION 2B5 IS CLEAR AND UNAMBIGUOUS . IT PROVIDES THAT AN UNASSIGNED REGULAR WHO HAS USED HIS SENIORITY TO OPT FOR A "HOLD-DOWN" ASSIGNMENT "SHALL WORK THAT DUTY ASSIGNMENT FOR ITS DURATION ." THESE UNDERSCORED –WORDS ESTABLISH THE CARRIER'S RIGHT TO REMAIN ON HIS "HOLD-DOWN" ASSIGNMENT "FOR ITS DURATION ." THAT RIGHT IS UNCONDITIONAL . NOWHERE DID THE PARTIES STATE THAT A "HOLD-DOWN" ASSIGNMENT COULD BE CUT SHORT BY MANAGEMENT EXERCISING ITS RIGHT UNDER ARTICLE 41, SECTION 1A7 TO PLACE AN UNASSIGNED REGULAR ON A VACANT FULL-TIME DUTY ASSIGNMENT FOR WHICH THERE WAS NO BIDDER

ARBITRATOR MITTENTHAL- C-04484 CONTINUED

- THE PARTIES WROTE SECTION 2B5 INTO THE NATIONAL AGREEMENT IN 1978, THUS GIVING AN UNASSIGNED REGULAR THE RIGHT TO REMAIN ON A "HOLD-DOWN" ASSIGNMENT " FOR ITS DURATION ." THEY MUST HAVE BEEN FULLY AWARE OF MANAGEMENT'S RIGHT UNDER SECTION 1A7 TO FILL CERTAIN VACANCIES WITH UNASSIGNED REGULARS . FOR THIS LATTER RIGHT APPEARED IN THE NATIONAL AGREEMENT IN 1973, FIVE YEARS EARLIER . THE PARTIES NEVERTHELESS MADE NO ATTEMPT IN 1978 (OR IN 1981) TO SUBORDINATE SECTION 2B5 TO SECTION 1A7 . HAD THEY MEANT TO LIMIT THE CARRIER'S SECTION 2B5 RIGHT, THEY PRESUMABLY WOULD HAVE SAID THAT THE CARRIER "SHALL WORK THAT DUTY ASSIGNMENT FOR ITS DURATION EXCEPT WHERE MANAGEMENT MOVES HIM TO A DIFFERENT ASSIGNMENT PURSUANT TO SECTION 1A7 ." NO SUCH EXCEPTION WAS WRITTEN INTO SECTIONS 1A OR 2B OR ANY OTHER PART OF THE NATIONAL AGREEMENT . NOR IS THERE ANY EVIDENCE THAT SUCH AN EXCEPTION HAS BEEN RECOGNIZED THROUGH PAST PRACTICE .

REMOVAL FROM AN OPT/HOLD DOWN

- 90+% OF THE TIME, MANAGEMENT DOESN'T DO THIS RIGHT
- REMOVAL FROM HOLD-DOWN. THERE ARE EXCEPTIONS TO THE RULE AGAINST INVOLUNTARILY REMOVING EMPLOYEES FROM THEIR HOLD-DOWNS. PTFS AND CCAS MAY BE "BUMPED" FROM THEIR HOLD-DOWNS TO PROVIDE SUFFICIENT WORK FOR FULL-TIME EMPLOYEES. FULL-TIME EMPLOYEES ARE GUARANTEED FORTY HOURS OF WORK PER SERVICE WEEK. THUS, THEY MAY BE ASSIGNED WORK ON ROUTES HELD DOWN BY PTFS OR CCAS IF THERE IS NOT SUFFICIENT WORK AVAILABLE FOR THEM ON A PARTICULAR DAY (H1N-5D-C 6601, SEPTEMBER 11, 1985, M-00097).

REMOVAL FROM AN OPT/HOLD DOWN

- IN SUCH SITUATIONS, THE PTF'S OR CCA'S OPT IS NOT TERMINATED. RATHER, THE PTF OR CCA IS TEMPORARILY BUMPED ON A DAY-TO-DAY BASIS. **BUMPING IS STILL A LAST RESORT**, AS REFLECTED IN A STEP 4 SETTLEMENT (H1N-5D-C 7441, OCTOBER 25, 1983, M-00293), WHICH PROVIDES THAT:
 - A PTF, TEMPORARILY ASSIGNED TO A ROUTE UNDER ARTICLE 41, SECTION 2.B, SHALL WORK THE DUTY ASSIGNMENT, UNLESS THERE IS NO OTHER EIGHT-HOUR ASSIGNMENT AVAILABLE TO WHICH A FULL-TIME CARRIER COULD BE ASSIGNED. A REGULAR CARRIER MAY BE REQUIRED TO WORK PARTS OR "RELAYS" OF ROUTES TO MAKE UP A FULL-TIME ASSIGNMENT. ADDITIONALLY, THE ROUTE OF THE "HOLD-DOWN" TO WHICH THE PTF OPTED MAY BE PIVOTED IF THERE IS INSUFFICIENT WORK AVAILABLE TO PROVIDE A FULL-TIME CARRIER WITH EIGHT HOURS OF WORK.

DON'T BE FOOLED BY MANAGEMENT

- SHOP STEWARDS NEED TO MAKE SURE THAT THIS LANGUAGE IS IN EVERY OPTING GRIEVANCE
- THE MAIN SENTENCE IN THIS IS THAT BUMPING IS THE LAST RESORT TO GIVE A REGULAR CARRIER AN 8 HOUR DAY
- DO NOT LET MANAGEMENT TELL YOU THAT SINCE A REGULAR CARRIER WAS UNDER THAT DAY, THEY CAN JUST TAKE AWAY DELIVERY FROM THE SUCCESSFUL BIDDER ON THAT OPT/HOLD DOWN, BECAUSE THAT IS NOT ALWAYS THE CASE AND AS A STEWARD, WE NEED TO MAKE SURE THAT WE INVESTIGATE TO MAKE SURE THAT EVERY EFFORT WAS MADE TO NOT TAKE TIME AWAY FROM THAT OPTING CARRIER

FURTHER INTO THE JCAM ARTICLE 41 LANGUAGE

- ANOTHER EXCEPTION OCCURS IF THE LMOU ALLOWS THE REGULAR CARRIER ON A ROUTE TO BUMP THE CARRIER TECHNICIAN TO ANOTHER ROUTE WHEN THE REGULAR CARRIER IS CALLED IN ON A NON-SCHEDULED DAY TO WORK ON HIS/HER OWN ROUTE. IN SUCH CASES, THE CARRIER TECHNICIAN IS ALLOWED TO DISPLACE AN EMPLOYEE WHO HAS OPTED ON AN ASSIGNMENT ON THE TECHNICIAN'S STRING IF NONE OF THE OTHER ROUTES ON THE STRING ARE AVAILABLE. IN SUCH CASES A PART-TIME FLEXIBLE OR CITY CARRIER ASSISTANT EMPLOYEES OPT IS NOT TERMINATED. RATHER, HE/SHE IS TEMPORARILY BUMPED ON A DAY-TO-DAY BASIS (STEP 4, N8-N- 0176, JANUARY 9, 1980, M-00154).

PTF AND CCA PAY STATUS AND OPTING

- ALTHOUGH A PTF OR CCA WHO OBTAINS A HOLD-DOWN MUST BE ALLOWED TO WORK AN ASSIGNMENT FOR THE DURATION OF THE VACANCY, HE OR SHE DOES NOT ASSUME THE PAY STATUS OF THE FULL-TIME REGULAR CARRIER BEING REPLACED. A PTF OR CCA WHO ASSUMES THE DUTIES OF A FULL-TIME REGULAR BY OPTING IS STILL PAID AS A PTF OR CCA AS APPROPRIATE DURING THE HOLD-DOWN. WHILE THEY MUST BE ALLOWED TO WORK THE ASSIGNMENT FOR THE DURATION OF THE VACANCY, PTFs AND CCAs ARE NOT GUARANTEED EIGHT HOURS DAILY OR FORTY HOURS WEEKLY WORK BY VIRTUE OF THE HOLD-DOWN ALONE.
- PTFs DO NOT RECEIVE HOLIDAY PAY FOR HOLIDAYS WHICH FALL WITHIN THE HOLD-DOWN PERIOD BY VIRTUE OF THE HOLD-DOWN. RATHER, PTFs CONTINUE TO BE PAID FOR HOLIDAYS PER ARTICLE 11.7. CCAs RECEIVE HOLIDAY PAY IN ACCORDANCE WITH ARTICLE 11.8.

SCHEDULE DAYS AND OPTING

- THE DISTINCTION BETWEEN THE GUARANTEE TO WORK CERTAIN SCHEDULED DAYS AND THE RIGHT TO SPECIFIC DAYS OFF IS IMPORTANT. AN EMPLOYEE WHO SUCCESSFULLY OPTS FOR A HOLD-DOWN ASSIGNMENT IS SAID TO BE GUARANTEED THE RIGHT TO WORK THE HOURS OF DUTY AND SCHEDULED DAYS OF THE REGULAR CARRIER. IT MUST BE NOTED, HOWEVER, THAT DAYS OFF ARE ASSUMED ONLY IN THE SENSE THAT A HOLD-DOWN CARRIER WILL NOT WORK ON THOSE DAYS UNLESS OTHERWISE SCHEDULED. IN OTHER WORDS, A HOLD-DOWN CARRIER IS NOT GUARANTEED THE RIGHT TO NOT WORK ON NON-SCHEDULED DAYS.
- OF COURSE, THIS IS THE SAME RULE THAT APPLIES TO THE ASSIGNMENT'S REGULAR CARRIER, WHO MAY, UNDER CERTAIN CONDITIONS, BE REQUIRED TO WORK ON A NON-SCHEDULED DAY.

TO CLARIFY.....

- WHEN YOU ARE OPTED ON A ROUTE YOU ARE GUARANTEED THE TIME ON THE ROUTE AND THE DAYS OF WORK ON THE ROUTE, BUT MANAGEMENT MAY BRING YOU IN ON THE NON-SCHEDULED DAY OF THE ROUTE AND REQUIRE YOU TO WORK, YOU ARE NOT GUARANTEED THE DAYS OFF OF THE ROUTE
- MANAGEMENT DOES NOT HAVE THE RIGHT TO SWAP SDOS, DAYS OFF, ON THE ROUTE:
- MANAGEMENT MAY NOT BRING YOU IN ON THE NON-SCHEDULED DAY OF THE ROUTE AND SWITCH DAYS FOR A SCHEDULED DAY. SAY THE DAY OFF IS SATURDAY ON THE ROUTE AND THEY BRING YOU IN ON THE SATURDAY TO WORK THE ROUTE AND SAY TO YOU WELL WE WILL JUST TRADE SATURDAY FOR A DAY OFF ON WEDNESDAY. IF WEDNESDAY IS A SCHEDULED DAY OF WORK FOR THE ROUTE, THEN YOU WILL WORK THAT DAY

AND IF THEY DO

- IF MANAGEMENT DOES SWITCH THE DAYS OFF OF THE ROUTE, THEN THE SHOP STEWARD WILL FILE A GRIEVANCE AS A VIOLATION OF THE OPT/HOLD DOWN OF THE CARRIER AND WILL ASK THAT THE CARRIER BE MADE WHOLE FOR THE DAY THAT THEY SHOULD HAVE WORKED WHILE THEY WERE SITTING AT HOME IMPROPERLY

REMEDIES AND OPTING

- WHERE THE RECORD IS CLEAR THAT A PTF OR CCA WAS THE SENIOR AVAILABLE EMPLOYEE EXERCISING A PREFERENCE ON A QUALIFYING VACANCY BUT WAS DENIED THE OPT IN VIOLATION OF ARTICLE 41.2.B.4, AN APPROPRIATE REMEDY WOULD BE A “MAKE WHOLE” REMEDY IN WHICH THE EMPLOYEE WOULD BE COMPENSATED FOR THE DIFFERENCE BETWEEN THE NUMBER OF HOURS ACTUALLY WORKED AND THE NUMBER OF HOURS HE/SHE WOULD HAVE WORKED HAD THE OPT BEEN PROPERLY AWARDED
 - “MAKE WHOLE” MEANS TO COMPENSATE THE CARRIER FOR EVERYTHING THEY WERE HELD OUT OF IF THEY WOULD HAVE JUST WORKED THE HOURS AND DAYS OF THAT OPT

EXAMPLE OF MAKE WHOLE

- CARRIER IS AWARDED THE OPT AND IS ON THE SCHEDULE FOR THE WEEK. THE REGULARLY SCHEDULED DAYS OFF ON THE ROUTE ARE SUNDAY/MONDAY.
- MANAGEMENT TELLS THE CARRIER THAT THEY WILL BE NEEDED TO WORK ON SUNDAY TO DELIVER PARCELS AND MONDAY IS A HEAVY VOLUME DAY AND WILL ALSO BE NEEDED TO COME IN TO WORK
- ON TUESDAY THEY COME TO THE CARRIER AND SAY HEY, WE NEED TO GET YOU A DAY OFF THIS WEEK SO WHY DON'T YOU JUST STAY HOME TOMORROW
- UNLESS MANAGEMENT CAN PROVE THAT THIS WAS THE LAST RESORT TO REMOVING THE CARRIER FROM THE OPT THEN THEY HAVE VIOLATED ARTICLE 41 BY NOT ALLOWING THE CARRIER TO WORK THE REGULAR HOURS OF THE ROUTE AND SHOULD BE PAID FOR THE HOURS THEY WOULD HAVE WORKED ON WEDNESDAY AND THEREFORE MAKING THE CARRIER WHOLE

MONETARY REMEDIES

- THE UNION WILL USUALLY ASK IN A GRIEVANCE SETTLEMENT FOR PAY OR SOME SORT OF MONETARY COMPENSATION REWARDED TO CARRIERS AS A REMEDY TO A CONTRACT VIOLATION
- MONETARY AWARDS ARE NOT IN PLACE TO PUNISH MANAGEMENT. THEY ARE THERE TO ACT AS A DETERRENT TO NOT, OR STOP, VIOLATING THE CONTRACT
- WE WANT TO ESTABLISH CONTRACT COMPLIANCE TO ENSURE THAT THE CONTRACT DOESN'T GET VIOLATED OVER AND OVER BY ASKING FOR ONE OF THE ONLY RESOURCES WE HAVE TO ASK FOR, WHICH IS MONEY, LEAVE OR MANAGEMENT GET RE-TRAINED

CONTINUOUS GRIEVANCES

- IN ORDER TO REACH A MONETARY REWARD, THERE MUST BE A HISTORY OF NON-COMPLIANCE
- STEWARDS NEED TO FILE ON GRIEVANCES AND KEEP FILING ON THEM NO MATTER HOW MANY TIMES IT TAKES
- ONCE THERE BECOMES A PATTERN OF MANAGEMENT VIOLATING THE CONTRACT WITH EYES WIDE OPEN, AND THE MONETARY REMEDY IS NOT DISSUADING THEM, WE CAN UP THE VALUE OF WHAT WE WERE ASKING FOR IN THE ORIGINAL GRIEVANCES

HISTORY IS THE KEY

- 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 ENSURE 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 ENSURE THAT THE REMEDY IS CORRECTIVE AND NOT PUNITIVE, PROVIDING A FULL EXPLANATION OF THE BASIS OF THE REMEDY

STARTING WITH BABY STEPS

- THE STEWARD HAS TO BE ABLE TO EXPLAIN WHY THEY ARE REQUESTING A HIGHER MONETARY REMEDY
- WE START OFF ASKING FOR A CEASE AND DESIST, BECAUSE THIS IS WHAT WE WANT TO HAPPEN
- THE REMEDY BEING THAT MANAGEMENT CEASE AND DESIST FROM VIOLATING THE CONTRACT/JCAM
- THE JCAM ALSO STATES THAT AFTER MULTIPLE ATTEMPTS THAT MANAGEMENT HAS BEEN ISSUED TO STOP, OR CEASE AND DESIST, AND IT HAS NO EFFECT, THEN WE WANT TO REQUEST SOMETHING THAT WILL HAVE SOME EFFECT

CASE FILE BUILDING

- YOU NEVER KNOW WHICH CASE FILE WILL MAKE IT ALL THE WAY TO ARBITRATION SO MAKE SURE THAT YOU PUT EVERYTHING YOU HAVE INTO YOUR CASE FILE SO THAT A COMPLETE STRANGER COULD SEE THE HISTORY OF THE CASE WHEN GOING FOR HIGHER MONETARY REMEDIES
- IF YOU ARE UNAWARE OF THE HISTORY, OR IF THERE IS A HISTORY, CALL YOUR FORMAL A REPRESENTATIVE, CALL YOUR BRANCH PRESIDENT, CALL THE BUSINESS AGENT'S OFFICE. YOU NEED TO GET ALL OF THAT INFORMATION INTO YOUR FILE TO SUPPORT YOUR CONTENTION THAT THIS IS AN ONGOING VIOLATION, AND THAT MANAGEMENT WILL NOT STOP VIOLATING AT THE PRESENT/PAST REMEDY

REMEDIES

- ALWAYS MAKE SURE TO ASK THAT THE CARRIER BE MADE WHOLE IN YOUR REMEDY. THIS WAY ANY TIME, LEAVE OR MONEY THEY WOULD HAVE MADE WILL BE RETURNED TO THEM:
 - CARRIER SMITH BE MADE WHOLE FOR ALL LOST HOURS THAT HE/SHE SHOULD HAVE WORKED
 - AFTER MULTIPLE CEASE AND DESISTS, LOCAL MANAGEMENT HAS STILL CONTINUED TO VIOLATE THE LANGUAGE OF THE CONTRACT AND HAS NOT BEEN DISSUADED. THE UNION FEELS THAT HIGHER MONETARY REMEDIES MAY MAKE LOCAL MANAGEMENT STOP THE ABUSE OF THEIR REPEATED VIOLATION OF THE CONTRACT

SCENARIO EXAMPLES

- CARRIER SMITH GOES ON VACATION FOR 2 WEEKS LEAVING HIS/HER REGULAR ROUTE VACANT
- CCA LOOKS AT THE VACATION BOARD AND SEES THAT CARRIER SMITH IS GOING ON VACATION AND PUTS IN A REQUEST TO OPT ON THAT ROUTE
- CCA STARTS THEIR OPT ON THE ROUTE AND TODAY SUPERVISOR JACK HOFF COMES UP AND SAYS, "UH, YOU WILL NOT BE CARRYING THIS ROUTE TODAY, YOU WILL BE CARRYING ANOTHER ROUTE TODAY."
- CCA NOTIFIES THE STEWARD AND ASKS HIM/HER TO FILE A GRIEVANCE

ESTABLISHING THE BURDEN OF PROOF

- ONCE THE STEWARD IS NOTIFIED OF A POSSIBLE VIOLATION, THEY NOW NEED TO PUT IN AN INFORMATION REQUEST TO START BUILDING THE CASE FILE
- STEWARD STARTS WITH THE TACS EMPLOYEE LISTING REPORT- WHEN LOOKING AT THE LISTING REPORT LOOK FOR CARRIER SMITH. LOOK FOR THE DESIGNATION ACTIVITY CODE. REGULAR CARRIER'S SHOULD HAVE TO CODE D-A 13-4. THIS ESTABLISHES THAT CARRIER SMITH IS A REGULAR CARRIER ASSIGNED TO A FULL TIME ROUTE THAT IS INDEED OPTABLE WHEN VACANT FOR 5 DAYS OR MORE
- THE LISTING REPORT WILL ALSO HAVE THE CCA ON IT, CODE 84-4. THIS QUALIFIES THE CCA UNDER ARTICLE 41.2.B.4 AS ELIGIBLE TO OPT ON A REGULAR ROUTE THAT WILL BE VACANT FOR 5 DAYS OR MORE

WHERE TO START WITH THE CASE FILE

- IN CONTRACT CASES, THE BURDEN OF PROOF IS ON THE UNION. THE SHOP STEWARD NOW MUST PROVE THAT THE VIOLATION OCCURRED AND THEY CAN DO THAT WITH DOCUMENTATION
- NEW STEWARDS NEED TO LEARN HOW TO ANALYZE CLOCK RINGS. GO ON THE NALC.ORG WEBSITE AND SEARCH ANALYZING CLOCK RINGS
- GET A COPY, OR PICTURE TO COPY, OF THE VACATION BID BOARD THAT PROVES THAT CARRIER SMITH DID INDEED BID FOR VACATION ON THOSE DATES. THIS ESTABLISHES THAT THERE IS A VACANT DURATION TO COVER THAT ROUTE THAT MANAGEMENT WAS WELL AWARE OF

CASEFILE BUILDING CONTINUED

- THE STEWARD WILL REQUEST A COPY OF CARRIER SMITH'S PS FORM 3971. THIS ESTABLISHES THAT CARRIER SMITH REQUESTED AND WAS APPROVED FOR THE LEAVE AND THAT MANAGEMENT WAS PREVIOUSLY AWARE THAT THE ROUTE WOULD BE VACANT
- A COPY OF THE TYPED/HANDWRITTEN OR EMAILED REQUEST FROM CCA DOE REQUESTING THE OPT/ HOLD DOWN. IF THE STEWARD AND THE CCA WERE PRESENT WHEN IT WAS SUBMITTED THEN STATEMENTS FROM BOTH SHOULD ALSO BE IN THE FILE, ESPECIALLY IF MANAGEMENT DID NOT SIGN THEIR COPY
- COPY OF THE WEEKLY SCHEDULE THAT PROVES THAT THE CCA WAS OR WAS NOT AWARDED THE OPT/HOLD DOWN AND PROVES THAT CARRIER SMITH IS INDEED ON ANNUAL LEAVE

WHEN TO FILE THE GRIEVANCE

- CARRIER COMES UP TO THE SHOP STEWARD AND SAYS HEY, THEY JUST TOLD ME THAT I AM NOT GOING TO DO THE ROUTE THAT I OPTED ON AND THAT I HAVE TO CARRY ANOTHER ROUTE CAN YOU FILE A GRIEVANCE
- ALWAYS GO STRAIGHT TO THE SUPERVISOR AND TALK TO THEM ABOUT THE POSSIBLE VIOLATION FIRST
- THE STEWARD CAN NOT GRIEVE SOMETHING UNTIL SOMETHING HAPPENS. IF THE CCA WAS NOT PLACED INTO THE ROUTE ON THE SCHEDULE, THE STEWARD CAN GO TO THE SUPERVISOR AND EXPLAIN THAT CCA DOE OPTED ON THAT ROUTE
- IF THE CCA SUBMITTED THEIR OPT AND THE SUPERVISOR THREW IT TO THE SIDE, OR THREW IT AWAY, THAT IS NOT A GRIEVANCE. THE FIRST DAY THAT THE OPT IS SUPPOSED TO HAPPEN AND THE CCA IS NOT PLACED INTO THE ROUTE IS THE DAY THAT THE GRIEVANCE STARTS
- MANAGEMENT MAY NOT HAVE BEEN AWARE, OR DID NOT KNOW THE CONTRACT LANGUAGE

WHAT TO DO INSTANTLY AFTER THE VIOLATION

- REQUEST THE TACS EER (EMPLOYEE EVERYTHING REPORT), FOR ALL CARRIERS WHO WORKED THAT DAY
- ESTABLISHING WHERE CARRIERS WERE WORKING AND WHO WAS SCHEDULED TO COME IN TO ESTABLISH WHAT THE CCA SHOULD HAVE WORKED THAT DAY TO BE MADE WHOLE
- THE PS FORM 3997 THE DAILY SCHEDULE TO PROVE THAT ANOTHER CARRIER WAS WORKING ON CARRIER SMITH'S ROUTE WHILE IT WAS VACANT

ONCE BITTEN TWICE SHY

- IF THE CCA IS DENIED THE WHOLE 2 WEEKS OF FULFILLING THE VACANCY FOR THE ROUTE, IS THAT ONE GRIEVANCE, OR DO YOU FILE A GRIEVANCE EACH AND EVERY DAY?
- TALK TO YOUR FORMAL A REP, TALK TO YOUR BRANCH PRESIDENT OR BUSINESS AGENT. HOW DOES YOUR LOCAL BRANCH HANDLE THIS?
- SOME STEWARDS WILL FILE THE GRIEVANCE EACH AND EVERY DAY AS THIS IS A VIOLATION EACH AND EVERY DAY

ANOTHER SCENARIO

- CCA JOE IS ON A HOLD DOWN ASSIGNMENT THAT HE WAS AWARDED THE OPT ON WHILE THE REGULAR CARRIER IS ON ANNUAL LEAVE FOR 2 WEEKS
- TODAY, MANAGEMENT APPROACHES CCA JOE AND THEY TELL HIM THAT THE STATION ON THE OTHER SIDE OF TOWN IS GOING INTO PENALTY TODAY AND THEY ARE SENDING HIM ACROSS TOWN TO CARRY A ROUTE THERE
- CCA JOE GOES TO HIS SHOP STEWARD AND ALERTS THEM TO THE FACT THAT MANAGEMENT IS SENDING HIM ACROSS TOWN AND IS NOW IN VIOLATION OF ARTICLE 41.2.B

STEWARDS' GET READY

- STEWARDS WILL START REQUESTING INFORMATION TO SEE IF THIS WAS THE LAST RESORT TO SEND THE CCA ACROSS TOWN BECAUSE THAT IS WHAT MANAGEMENT WILL HAVE TO SATISFY TO THE UNION TO ESTABLISH THAT IT WAS PROPER

STEWARDS GET READY

- REQUEST THE EER (EMPLOYEE EVERYTHING REPORT) FOR THE DURATION OF THE OPT WHICH PROVES THAT THE CCA DID INDEED CLOCK IN TO THE ROUTE AND THEN SOMEONE ELSE DID LATER, A COPY OF THE VACATION CALENDAR, THE 3971 OF THE REGULAR CARRIER, OPTING REQUEST SLIP, COPY OF THE WEEKLY SCHEDULE WHICH SHOWS THE REGULAR CARRIER ON AL AND THE CCA COVERING THE ROUTE, A STATEMENT FROM THE CCA ABOUT WHAT HAPPENED AND WHAT WAS SAID BY WHO, THE ROUTE CARRIER PERFORMANCE REPORT, THE DMS REPORT-STREET MANAGEMENT SUMMARY REPORT FOR THE ROUTE, E-MAILED TO YOU BECAUSE IT IS IN EXCEL, WILL LIST ALL PARCELS, IN SEQUENTIAL ORDER, AND HAS THE EIN OF EVERY EMPLOYEE THAT SCANNED THOSE PARCELS DELIVERED OR ATTEMPTED WHICH WILL PROVE THAT THE OTHER CARRIERS DID SCAN PARCELS FOR THAT ROUTE BUT WERE INSTRUCTED TO NOT CLOCK TO THE ROUTE IN THE EBR

MORE TO REQUEST AND CONTEND

- A COPY OF THE DAILY SCHEDULE OF WHO CARRIED WHAT ROUTES EVERY DAY OF THE OPT. PROVING THAT THIS WAS NOT THE LAST RESORT TO BUMP THE CARRIER IF THERE WERE PIVOTS HANDED OUT TO OTHER CARRIERS
- MANAGEMENT MAY HAVE THE ASSISTING CARRIERS NOT CLOCK OVER TO THE ROUTE SO THAT THERE IS NOT A TRAIL. CHECK AND MAKE SURE THAT THE OPTED ROUTE IS AT LEAST 8 HOURS THAT DAY AND IF NOT THEN GET STATEMENTS FOR THE FILE

MORE TO REQUEST AND CONTEND

- DOIS ROUTE CARRIER DAILY ANALYST PERFORMANCE REPORT, THIS IS A NEXT DAY REPORT OF THE PREVIOUS DAY. IT IS AN OVERVIEW OF THE EMPLOYEES THAT WORKED ON EACH ASSIGNMENT. THIS WILL SHOW THAT CCA JOE WAS ON THE OPTED ROUTE, BUT THEN WE HAVE THESE TWO OTHER CARRIERS WHO ARE ALSO ON THAT ASSIGNMENT AND FOR HOW LONG. IT WILL ALSO SHOW ACTUAL OVERTIME WORKED AND AUTHORIZED OVERTIME WORKED. IF THE TOTAL TIME USED WAS OVER 40 HOURS, THEN THESE OTHER CARRIERS WHO DID THE PIVOTS ON CCA JOES OPTED ROUTE COULD HAVE CARRIED PIVOTS ON OTHER ROUTES AND CCA JOE COULD HAVE STAYED ON HIS OPT.

NOT SO FAST THERE STEWARDS

- STEWARDS HAVE 14 DAYS FROM THE DAY THAT THE CCA WAS REMOVED FROM THE OPTED ROUTE SO TAKE ALL OF THOSE DAYS TO BUILD THAT CASE FILE AS PER ARTICLE 15 OF THE JCAM
- FILING AN 1840 THE DAY AFTER THE INCIDENT WILL HARM NOT ONLY THE INFORMAL A STEP, BUT ALSO THE FORMAL A STEP BECAUSE THE FILE HASN'T BEEN ESTABLISHED, THE INFORMATION HAS NOT BEEN OBTAINED, NO INTERVIEWS HAVE BEEN DONE. ALL OF THIS NEEDS TO HAPPEN DURING THE 14-DAY PERIOD THAT THE INFORMAL A REPRESENTATIVE HAS BEFORE THE MEETING WITH THE IMMEDIATE SUPERVISOR, AND IF NOT SETTLED NOW GOES UP TO FORMAL A WITH ONLY 7 DAYS TO MEET.

WRITING CONTENTIONS

- IF GOING FOR A HIGHER MONETARY REMEDY, THE STEWARD NEEDS TO MAKE SURE THAT THEY ARE CONTENDING WHY THEY ARE GOING FOR HIGHER PENALTIES AGAINST MANAGEMENT
- NEVER USE THE WORDS **TO PUNISH MANAGEMENT** IN YOUR CONTENTIONS, AS WE DO NOT WANT TO PUNISH MANAGEMENT, WE WANT TO ENSURE CONTRACT COMPLIANCE
- DON'T JUST SAY THAT MANAGEMENT HAS BEEN TOLD OVER AND OVER TO COMPLY, BACK IT UP WITH EVERY DECISION AND EVERY STATEMENT YOU HAVE AND PUT THOSE INTO THE CASE FILE. THIS NOW BECOMES YOUR HISTORY, THE KEY TO THE GRIEVANCE

MAKING OUR CONTENTIONS

- CONTEND THAT CARRIER SMITH IS A REGULAR CARRIER WITH A FULL TIME ROUTE THAT WILL BE VACANT FOR X NUMBER OF DAYS AS THEY BID ANNUAL LEAVE THAT WAS APPROVED BY SUPERVISOR JACK HOFF
- CONTEND THAT CCA DOE IS A CARRIER COVERED UNDER ARTICLE 41.2.B.4 TO OPT ON REGULAR ROUTES THAT ARE VACANT FOR MORE THAN 5-DAYS
- CONTEND THAT THE SCHEDULE PROVES THAT CARRIER SMITH WAS INDEED ON APPROVED ANNUAL LEAVE AND THAT CCA DOE WAS SCHEDULED, OR NOT SCHEDULED, TO COVER THE ROUTE

MORE POSSIBLE CONTENTIONS

- CONTEND THAT THE DAILY SUPERVISOR SCHEDULE HAS NOTES ON IT TO SAY WHAT WAS COVERED AND WHAT HAD TO BE PIVOTED IF THE CCA WAS REMOVED FROM THE ROUTE THUS PROVING THAT THIS WAS NOT THE LAST RESORT BUMPING THAT CCA
- CONTEND THAT THE CCA STARTED THE ROUTE ON THIS DAY BUT OTHER CARRIERS FINISHED THE ROUTE WHEN THE SUPERVISOR PULLED THIS CARRIER AND SENT HIM/HER ACROSS TOWN AND THAT THOSE OTHER CARRIERS WORKED X-AMOUNT OF OVERTIME ON THE PIVOTS

ALWAYS REMEMBER STEWARDS:

- YOU CAN'T ALWAYS FIX STUPID, BUT WE CAN DAMNED WELL GRIEVE IT, CAN'T WE?

JASON "JB" LEATH