



Request for Arbitration

And Formal Request for Information

Amalgamated *Transit* Union - Local 1637

Name of Grievant: Class Action/Rafael Guerrero

Today's Date: 12/02/09

Event Date: 11/30/09

Contact Phone: 845-7443

Employee #: n/a

Nature of Grievance:

The Union respectfully disagrees with the Company's findings at the 2-level and requests to move this grievance to Arbitration...

The Union finds the Company in violation of our CBA section 32.53... as well as past practice.

Operators Volunteering to Work Days Off

32.53 If the inconvenienced Operator is contacted prior to reporting on their regular day off and does not work, he/she will not lose their place on the rotation list for the following week but will not receive the four (4) hours minimum pay.

This "inconvenienced" Operator **was never contacted prior to reporting to work** and told there was no work. When he did report to work, he was sent home after 30 minutes and did not receive the 4-hour minimum pay.

The Union also feels that once the Company has "Scheduled" an employee to work they are **REQUIRED** to show and if they don't, they are subject to the same discipline as anyone that is late of or doesn't show for work.

Unless there is no **REQUIREMENT** to show once scheduled, the Union contends that any employee scheduled for work whether on a voluntary or required basis must be paid the minimum of 4-hours pay unless **CONTACTED** prior to reporting to work as stipulated in 32.53.

It must be understood that preparing for work, driving there and perhaps choosing to get enough rest prior to your report time is all wasted when not paid fairly.

Should we start encouraging our workers **not to sign the overtime book** because at any time the Company can and will waste your time and send you home with **NO PAY**...?

Requested Information:

A list of the names, contact information and dates of all Operators during this contract period that have signed the overtime book and have not received the minimum 4-hours pay for volunteering on their days off.

Desired Settlement:

Back Pay for all Operators that have signed up for overtime and were sent home early without receiving the minimum 4-hours pay.

A minimum of 4-hours pay for all Operators that voluntarily sign up for overtime, no exceptions.

Submitted By: Rick Valero

Company's Reply Section

Facility Secretary:

Today's Date:

Arbitration Date set for:

Time:

Extension Request until:

Call to Confirm Settled (Type Settlement agreed upon)

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In Accordance with Section: 29 Subsections: (10, 11, 12, and 13)

Arbitration

29.10 If the grievance with respect to the interpretation or application of any terms of this Agreement is not satisfactorily settled during or after a Joint Resolution Meeting, the Union may demand in writing that it be submitted to arbitration before a neutral arbitrator. This demand shall be served upon the Company within fifteen (15) working days from the date of receipt of the decision of the Joint Resolution Committee.

29.11 Not including the grievant, any relevant witness(es) and legal counsel for either or both parties, the arbitration process shall include three (3) persons; one (1) representative chosen by the Union, one (1) representative chosen by the Company and a neutral arbitrator as described in Section 29.12 (A.).

29.12 Within fifteen (15) days after submitting a demand for arbitration, the Company and the Union must supply a list of three (3) potential Arbitrators to each other for the purpose of selecting the Neutral Arbitrator.

A. One (1) of the above will be selected as the neutral arbitrator. If the parties cannot agree which person shall be chosen, they shall select the neutral arbitrator by lot.

B. The arbitrators and both representatives as described in Section 29.11 shall endeavor to meet as necessary for the purpose of adjusting said grievance.

C. The Arbitrator is requested to expedite a decision as the parties normally expect a decision to be issued within twenty (20) days after the conclusion of the hearing. Such decision issued by an Arbitrator shall be final and binding upon both parties.

D. A stenographic report of the arbitration proceedings shall be made and copies of such transcription may be requested by either party.

E. The Company and the Union agree to extend the deadlines of the grievance procedure by mutual agreement.

29.13 In all arbitrations, the following procedure shall apply:

A. The expense of the third party arbitrator, reporter and other incidental expenses shall be borne equally by the parties hereto.

The Collective Bargaining Agreement shall serve as a Submission Agreement. Arbitration shall be limited to issues specifically set forth in the written grievance which may remain unsettled after the procedures set forth in Section 29 have been exhausted. Nothing in this Agreement shall be construed to empower any arbitrators to change, modify or amend any provision of this Agreement.