



GIMME' A BREAK!

Believe it or not, your lunch break isn't protected by federal law. The individual states have jurisdiction over this type of law, and some of them have no such employer requirements! Meaning that, for many of our brothers and sisters, if it weren't for our contract, you would get no lunch, no breaks, nada.

Fortunately enough, Article 6, Section 1, Paragraph B of our collective bargaining agreement affords us the contractual right to have an uninterrupted 30 minute meal period sometime during the third, fourth, or fifth hours of our shift.

Here's the problem, though at the station level every supervisor and manager knows full well this contractual mandate, many of our agents are being denied their lunch breaks nevertheless.

Remedy

Because many stations have failed to properly adhere to this contractual requirement, the Union has had to fight numerous grievances. The company and the Union, in many of those grievances, have agreed on the following compensation...

- If you were not able to take your lunch break during the third, fourth, or fifth hours of your shift, but you did get a lunch break some other time that day, you are entitled to one-half hour of overtime pay (time and one half). This is in addition to your pay for hours worked.

Example: You have a scheduled shift of 1400-2230. You did not get to take your lunch break sometime during 1600-1859, but you did get at least a half hour uninterrupted break before or after that three hour window. You are entitled to 0.5 hours of overtime pay in addition to your eight hours of regular pay. This compensation also applies to overtime shifts and partial shifts of four and a half hours or more.

- If you did not get thirty minutes of uninterrupted time to eat your lunch, which starts once you enter the breakroom or wherever you are eating, at any point during your shift, you are entitled to one half hour of overtime pay and two extra hours of regular pay, in addition to your pay for hours worked.

Say you have that same 1400-2230 shift and you never got an uninterrupted 30-minute meal period at any time during that shift. You would be entitled to 0.5

hours of overtime pay and two hours of regular pay in addition to the eight hours of regular pay for hours worked.

If this happens to you, make sure that you note it in the overtime exception log and have a supervisor initial it. This requires the station to investigate the incident. If the company has not compensated you accordingly on your next paycheck, please see you station rep immediately. Just as with any other contract violation, you have only five working days to grieve the no lunch.

WHY CAN'T THEY GET MY CHECK RIGHT?

Article 28, Paragraph C states, "When there is a shortage equal to one-half (1/2) a day's pay or more in the pay of any Employee, the Employee shall be reimbursed from the General Office for such shortage within two (2) working days."

What is the agreed-upon compensation when A&L or payroll fails to follow this part of the contract?

Remedy

For each "working" day that the company is late compensating you for an incorrect paycheck (after the two days allowed by contract), you are entitled to an additional three hours of regular pay. This does not apply to shortages less than one-half a day's pay.

Example: Payday is on a Friday. That same day you look at your pay stub and find that the company failed to include three hours of overtime worked during the last pay period. You tell your supervisor immediately. Once established at the station level that there was a shortage, A&L is supposed to correct the problem (have the three hours deposited in your account) no later than the following Tuesday, but by midnight on Tuesday you see that A&L still hasn't sent you the money you were shorted. You tell your station rep immediately and you two file a grievance. A&L finally compensates you by Thursday, two business days later than they are allowed. Now, not only must they compensate you the three hours of overtime you were shorted, but they must also pay you six hours of regular pay at the point when the grievance is settled.

Just like any other contract violation, the time frame for grieving it begins once they deposit the incorrect check into your account, so don't delay!

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