

## Local Grievance # \_\_\_\_\_

### Issue Statement (Block #15 on PS Form 8190):

Did Management at the [Installation name] Installation violate Article 15 of the National Agreement by failing to [schedule/meet/render decision] at Formal Step A, and if so, what should the remedy be?

### Union Facts and Contentions (Block #17 on PS Form 8190):

#### Facts:

1. NALC Steward [Name] properly appealed grievance number [Local grievance #] to Formal Step A within the prescribed time limits. This fact is documented by the [PS Form 8190/Written appeal/steward statement] included in the case file.

2. Article 15.2(c) of the National Agreement states:

*(c) If no resolution is reached as a result of such discussion, the Union shall be entitled to file a written appeal to Formal Step A of the grievance procedure within seven (7) days of the date of the discussion. Such appeal shall be made by completing the Informal Step A portion of the Joint Step A Grievance Form. At the request of the Union, the supervisor shall print his/her name on the Joint Step A Grievance Form and initial, confirming the date of the discussion.*

3. Article 15.3(c) of the National Agreement states:

*(c) The installation head or designee will meet with the steward or a Formal Step A Union representative as expeditiously as possible, but no later than seven (7) days following receipt of the Joint Step A Grievance Form unless the parties agree upon a later date.*

4. Article 15 of the JCAM explains:

*The Formal Step A meeting must be held between the installation head or designee and the branch president or designee as soon as possible but no later than seven calendar days after the installation head receives the Joint Step A Grievance Form (unless the parties agree to an extension).*

5. Management's Formal Step A representative **[Name]** failed to **[schedule/meet/render decision]** with the Union at Formal Step A within the prescribed time limits.
6. The Union was forced to appeal the grievance to Step B without a Formal A meeting in order to keep it timely.

### **Contentions:**

1. Management violated Article 15 of the National Agreement when they refused to **[schedule/meet/render decision]** at Formal Step A of the grievance procedure. Absent a Formal A meeting, settlement at the lowest level (which is the core concept of the grievance procedure) cannot be achieved.
2. Management's failure in this regard has caused significant harm to the Letter Carrier(s) and Union in the **[Installation name]** Installation. When management refuses to participate in the grievance procedure, confidence in the grievance procedure and the employer/employee relationship is eroded. The Union is then forced to use its resources, and the resources of the Postal Service, to enforce the most basic of rights expressly granted to it by the National Parties.

### **Remedy (Block #19 on PS Form 8190):**

1. That management cease and desist violating Article 15 of the National Agreement.
2. That management be instructed to meet at Formal Step A in the future.
3. That management pay a lump sum of \$50.00 to Letter Carrier **[Name and/or Branch]** to serve as an incentive for future compliance.
4. That all payments associated with this case be made as soon as administratively possible, but no later than 30 days from the date of settlement.
5. That proof of payment be provided to **[NALC Official]** upon payment, and/or any other remedy the Step B team or an arbitrator deems appropriate.

## **Add the following issue statement, facts, contentions, and remedy request if we can prove the violation is repetitive:**

### **Issue Statement:**

Did management violate Article 15.3.A of the National Agreement along with policy letter M-01517 by failing to comply with the prior Step B decisions or local grievance settlements in the case file, and if so, what should the remedy be?

### **Facts:**

1. Article 15.3.A of the National Agreement states in relevant part:

*The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in resolution of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end.*

2. M-01517 states in relevant part:

*Compliance with arbitration awards and grievance settlements is not optional. No manager or supervisor has the authority to ignore or override an arbitrator's award or a signed grievance settlement. Steps to comply with arbitration awards and grievance settlements should be taken in a timely manner to avoid the perception of non-compliance, and those steps should be documented.*

3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist violating Article 15 of the National Agreement.

### **Contentions:**

1. Management violated Article 15.3.A of the National Agreement and M-01517 by failing to abide by the previous Step B decisions/local grievance settlements in the case file. When management violates contractual provisions despite being instructed/agreeing to cease and desist these violations, they have failed to bargain in good faith.
2. The Union contends that Management has had prior cease and desist directives to stop violating Article 15 issues concerning grievance meetings. The Union also contends that Management's actions are continuous, egregious and deliberate. The Union has included past decisions/settlements in the case file to support their claim.

**Remedy:**

1. That management cease and desist violating Article 15 of the National Agreement.
2. That Letter Carrier(s) **[Name], [Name], and [Name]** each be paid a lump sum of \$100.00 to serve as an incentive for future compliance.



## National Association of Letter Carriers Request for Information

To: \_\_\_\_\_  
(Manager/Supervisor)

Date \_\_\_\_\_

\_\_\_\_\_  
(Station/Post Office)

Manager/Supervisor \_\_\_\_\_,

Pursuant to Articles 17 and 31 of the National Agreement, I am requesting the following information to investigate a grievance concerning a violation of Article 15:

1. A copy of the Formal A appeal for grievance number **[grievance #]**.

In addition, I am also requesting to interview the following individuals:

1. **[Name]**
2. **[Name]**
3. **[Name]**

Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

\_\_\_\_\_ Request received by: \_\_\_\_\_

Shop Steward  
NALC

Date: \_\_\_\_\_



## National Association of Letter Carriers Request for Steward Time

To: \_\_\_\_\_ Date \_\_\_\_\_  
(Manager/Supervisor)

\_\_\_\_\_  
(Station/Post Office)

Manager/Supervisor \_\_\_\_\_,

Pursuant to Article 17 of the National Agreement, I am requesting the following steward time to investigate a grievance. I anticipate needing approximately \_\_\_\_\_ (hours/minutes) of steward time, which needs to be scheduled no later than \_\_\_\_\_ in order to ensure the timelines established in Article 15 are met. In the event more steward time is needed, I will inform you as soon as possible.

Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

\_\_\_\_\_  
Request received by: \_\_\_\_\_

Shop Steward  
NALC

Date: \_\_\_\_\_