

Advice for Filing Act of God Grievances

Step 1 – File this type of grievance as a “Class Action” grievance. This will make it much easier to prove that the event affected “groups” of employees and give you the best chance for success.

Step 2 – Document your case file.

1. Request TACS “Employee Everything Reports” (Time Records) for all Letter Carriers in your Station/Post Office/Installation for the period of time (dates) the Act of God prevents Letter Carriers from reporting for duty and include them in your case file. (You should use the time records to document how many Letter Carriers were able to report each day and how many weren’t able to report as well as to show what kind of leave was charged for the absences).
2. Obtain statements from Letter Carriers who couldn’t report for duty after the Act of God explaining their circumstances and efforts to make it to work on the day(s) in question. Include the statements in your case file.
3. Obtain statements from Letter Carriers who were able to report for duty after the Act of God explaining the circumstances at your Station/Post Office/Installation and include the statements in your case file. (For instance, you should document items such as when power and restroom facilities were restored, and when mail delivery was resumed).
4. Obtain newspaper articles and information from local authorities and include them in your case file to document the conditions and circumstances in your city. If pictures are used in some way, there should be an effort to explain them in the file.
5. Review Item 3 in your Local Memorandum of Understanding (LMOU) to look for violations in addition to those laid out in the attached grievance starter. If you find a violation, include a copy of your LMOU in the case file and add the appropriate facts and contentions to the attached grievance starter.

Step 3 – Use the attached grievance starter as a guide and add the particular circumstances that were present in your city to the facts and contentions provided.

Step 4 – File your grievance(s) and be sure to honor the time limits set forth in Article 15 of the National Agreement!

Local Grievance # _____

Issue Statement (Block 15 of PS Form 8190):

Did Management violate Section 519 of the ELM via Article 19 of the National Agreement, when they failed to grant administrative leave to Letter Carriers in the [Station/Post Office] during the period [date] to [date], and if so, what should the remedy be?

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

Facts:

1. Hurricane _____ was predicted to make landfall somewhere along the _____ Coast on [date].
2. A mandatory evacuation was ordered for all residents in [city/parish/county] by local/state officials. This included all Post Offices within the mandatory evacuation area.
3. Mandatory evacuations went into effect at [time] on [date].
4. Almost all residents evacuated the area as a result of mandatory evacuation orders. Groups of Letter Carriers in every city had to travel extensive distances in order to seek shelter. The traffic leading out of [city/parish/county] was massive. Therefore, the travel time to all destinations was multiplied greatly from what would normally be true. For instance, a trip that would normally take [#] hours took around [#] hours to make.
5. Residents in [city/parish/county] were allowed to return to their homes as of [time] on [date]. All residents were instructed to adhere to the re-entry plans developed by local/state authorities.
6. Hurricane _____ made landfall just south of [city/parish/county] on the morning of [date] with sustained winds of [#] MPH with gusts reaching higher speeds than that. The center of the storm went through [city/parish/county]. [city/parish/county] experienced winds of at least [#] MPH. The effects of Hurricane _____ were felt as far as [city/parish/county/state] and wide as [city/parish/county/state].
7. Only [#] out of [#] Letter Carriers were able to report for duty on [date] at the [Station/Post Office].
8. Only [#] out of [#] Letter Carriers were able to report for duty on [date] at the [Station/Post Office].

9. There were still [#] Letter Carriers unable to report for duty on [date] and [#] were unable to report for duty on [date].

Contentions:

1. Section 519.211 states, "Acts of God involve community disasters such as fire, flood or storms." Hurricane _____ met the Act of God definition.
2. Section 519.211 states, "The disaster situation must be general rather than personal in scope and impact." Hurricane _____ was clearly general in scope and impact as it affected Letter Carriers all over [city/parish/county] as well as Letter Carriers inland along the path of Hurricane _____.
3. Section 519.211 states, "It must prevent groups of employees from working or reporting to work." Hurricane _____ prevented groups of Letter Carriers from working and/or reporting to work via Mandatory Evacuations/Re-entry Orders and/or the actual impact of the storm.
4. Section 519.213 states: "Postmasters and other Postal Officials determine whether absences from duty allegedly due to [acts of God] were, in fact, due to such cause or whether the employee or employees in question could, with reasonable diligence, have reported for duty." Rather than follow Section 519.213 of the ELM, the _____ District/_____ Area issued a leave policy that was clearly "arbitrary" and "capricious" as all Letter Carriers were treated in the same overly harsh manner regardless of what re-entry orders a particular letter carrier's local/state authorities had issued. This policy also excluded Letter Carriers in the _____ area that were subject to mandatory evacuations and Letter Carriers inland that received most of the worst impact of the storm from receiving any Administrative Leave.
5. The standard for reporting for duty set forth in the ELM is reasonable diligence. The evidence associated with the instant case is that management is requiring Letter Carriers to exercise extraordinary diligence to report to work. This is borne out by the fact that management issued a blanket policy that refuses many Letter Carriers any Administrative Leave at all and requires some Letter Carriers to report for duty before they are even allowed back in their community. Had the crafters of the National Agreement intended the standard for granting Administrative Leave in the ELM to be extraordinary rather than reasonable, they would have said so.
6. The statements and newspaper articles in the case file clearly establish that Hurricane _____ met the criteria for an Act of God as set forth in Section 519 of the ELM and that groups of Letter Carriers were prevented from working and/or reporting for work. The Letter Carriers involved in the instant case exercised reasonable diligence and reported to work as soon as possible under the circumstances present in each city. Therefore, the Letter Carriers covered by this class action grievance must be granted an appropriate remedy.

Remedy (Block 19 of PS Form 8190):

1. That all Letter Carriers at the **[Installation]** Installation be awarded 8 hours of administrative leave for each day they were prevented from reporting to work during the period **[date]** to **[date]**.
2. That other types of leave (annual and sick) charged to Letter Carriers during the period **[date]** to **[date]** be returned to their leave balances.
3. That Letter Carrier(s) **[Name], [Name], and [Name]** each be paid \$10.00 per calendar day beginning **[date]** and continuing each day until they are made whole.
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 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 Section 519 of the ELM via Article 19 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 Section 519 of the ELM via Article 19 of the National Agreement.

3. 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 the ELM via Article 19:

1. TACS Employee Everything Reports for all letter carriers in the **[Station/Post Office]** from **[date]** to **[date]**.

I am also requesting time to interview the following individuals:

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

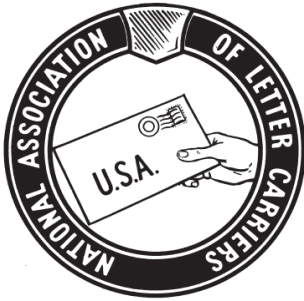
Your cooperation in this matter, will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

_____ Request received by: _____

Shop Steward
NALC

Date: _____



National Association of Letter Carriers Request for Steward Time

To: _____
(Manager/Supervisor)

Date _____

(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: _____