

Local Grievance #: _____

Issue Statement (Block 15 on PS Form 8190):

Did management violate Article 15, Section 3.A, and Postal Service Policy Letter (M-01517) via Article 19 of the National Agreement by failing to comply with the grievance resolution/settlement dated **[date]** for Grievance # **[Number]** at the **[Station/Post Office]**, and if so, what should the remedy be?

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

Facts:

1. The grievance resolution/settlement dated **[date]** (included in the case file) resolved Grievance # **[Number]** at the **[Station/Post Office]** as follows:

[Insert the grievance resolution/settlement language here]

2. Management at the **[Station/Post Office]** failed to comply with the resolution/settlement agreement for Grievance # **[Number]** at the **[Station/Post Office]** when they failed to:

[Explain the specific part(s) of the grievance resolution/settlement that management failed to comply with.]

3. Article 15, Section 3.A. of the National Agreement states:

“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. At each step of the process the parties are required to jointly review the Joint Contract Administration Manual (JCAM).”

4. Article 15 of the Joint Contract Administration Manual (JCAM) explains:

“A Step B decision establishes precedent only in the installation from which the grievance arose. For this purpose, precedent means that the decision is relied upon in dealing with subsequent similar cases to avoid the repetition of disputes on similar issues that have been previously decided in that installation.”

5. Postal Service policy letter M-01517 states in relevant part:

“Compliance with arbitration awards and grievance settlements is not optional.” (Signed by Patrick R. Donahoe)

6. Management at the **[Station/Post Office]** has a history of failing to comply with grievance resolutions/settlements. This point is supported by documentation in the case file.

Contentions:

1. Management violated Article 15, Section 3.A and Postal Service Policy Letter (M-01517) by failing to comply with the grievance resolution/settlement dated **[date]** for Grievance # **[Number]** at the **[Station/Post Office]**,
2. The contractual violation(s) associated with this case are clearly "knowing", "intentional", and "flagrant". Management in the **[Station/Post Office]** continues to violate the National Agreement in this case with "eyes wide open". This situation must be recognized when fashioning a remedy for the instant case.
3. The history of non-compliance with grievance resolutions/settlements in the **[Station/Post Office]** that is documented in the case file causes the violation(s) associated with this case to rise to the level of being "egregious". This situation must also be recognized when fashioning an appropriate remedy for the instant case.

Remedy (Block 19 on PS Form 8190):

1. That management immediately comply with the grievance resolution/settlement associated with this case.
2. That management cease and desist violating Article 15, Section 3.A and Postal Service Policy Letter (M-01517) in the **[Station/Post Office]**.
3. As an incentive to ensure future compliance with grievance resolutions, that Letter Carrier(s) **[name(s)]** each be paid a lump sum equal to \$10.00 each calendar day from **[date]** until management has fully complied with the grievance resolution at issue in the instant case.
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, Section 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.

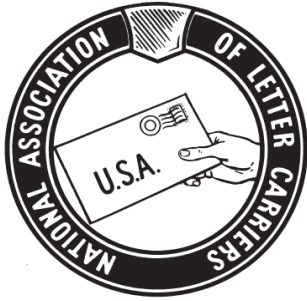
3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist violating Article 15 of the National Agreement.

Contentions:

1. Management violated Article 15, Section 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. 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:

I am 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,

Shop Steward

NALC

Request received by: _____

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: _____