

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. Page 15-8 of the 2009 JCAM states:

“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.”

4. 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).”

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. Page 41-15 of the 2009 JCAM states the following where the parties recognized that continual violations of the same issue may require additional remedies:

“In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a “cease and desist” remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance. In these circumstances, care should be exercised to insure that the remedy is corrective and not punitive, providing a full explanation of the basis of the remedy.”

7. 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) 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]**,
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 from future violations of Article 15, Section 3.A and Postal Service Policy Letter (M-01517) via Article 19 of the National Agreement 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, and/or any other remedy the Step B team or an arbitrator deems appropriate.



National Association of Letter Carriers

Request for Information

To: _____
Supervisor Customer Services

Date _____

Station/Installation

Dear _____,

Pursuant to Article 17 and 31 of the National Agreement, I am requesting the following information:

1. _____

I am also requesting time to interview the following individuals:

1. _____

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: _____
Supervisor Customer Services

Date: _____

Station/Post Office

Dear _____,

Pursuant to Article 17 of the National Agreement, I am requesting the following steward time to:

Investigate a Grievance Write & Prepare a Grievance Interview Witnesses

I anticipate needing approximately _____ (hours) of steward time, which needs to be scheduled no later than _____. In the event more steward time is needed, I will inform you as soon as possible.

Individuals the union needs to interview:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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: _____