

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

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

1. Did management at the [Installation name] Installation violate Articles 17 and 31 of the National Agreement by failing to furnish relevant, requested information in a timely manner, and if so, what should the remedy be?
2. Did management at the [Installation name] violate Articles 17 and 31 of the National Agreement by failing to allow the steward to interview [Letter Carrier name] AND/OR [Management Official name] AND/OR [Witness name] on-the-clock, and if so, what should the remedy be?

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

#### Facts:

1. Steward [Name] submitted a request for information dated [Date] in which they requested [Info requested]. This fact is documented by the request(s) for information in the case file.
2. Management did not provide [Info not provided]. This is documented by Steward [Name] written statement in the case file.
3. Management did not allow [Name and title] to interview [Letter Carrier name] AND/OR [Management Official name] AND/OR [Witness name] as was properly requested.
4. Article 17.3 of the National Agreement states in relevant part:

*The steward, chief steward or other Union representative properly certified in accordance with Section 2 above may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.*

5. Article 17 of the JCAM explains:

*Steward requests to review and obtain documents should state how the request is relevant to the handling of a grievance or potential grievance. Management should respond to questions and to requests for documents*

*in a cooperative and timely manner. When a relevant request is made, management should provide for review and/or produce the requested documentation as soon as is reasonably possible.*

6. Article 31.3 of the National Agreement states:

**Section 3. Information**

*The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.*

7. Article 31 of the JCAM explains:

**Information.** *Article 31.3 provides that the Postal Service will make available to the union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of the Agreement, including information necessary to determine whether to file or to continue the processing of a grievance. It also recognizes the union's legal right to employer information under the National Labor Relations Act.*

**Contentions:**

1. Management violated Articles 17 and 31 of the National Agreement by failing to provide the relevant, requested information to the Union. Steward **[Name]**, who is certified under Article 17.2, properly requested information they deemed necessary to investigate/process a grievance.
2. The Union contends not only that management is required to provide the information associated with this grievance, they must do so "in a timely manner," and "as soon as is reasonably possible" as is set out in Article 17 of the National Agreement and further jointly explained in the JCAM.
3. Moreover, the Union contends management violated Articles 17 and 31 of the National Agreement by failing to allow the Union to interview **[Letter Carrier name] AND/OR [Management Official name] AND/OR [Witness name]** as was properly requested. Compliance with the National Agreement requires management to arrange for requested interviews to be conducted, and this must be done on-the-clock. Management failed miserably on both fronts in this case.

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

1. That management cease and desist from future violations of Articles 17 and 31 of the National Agreement.
2. That management pay a lump sum of \$50.00 to Letter Carrier **[Name and/or Branch]** to serve as an incentive for future compliance.
3. 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.
4. 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.*

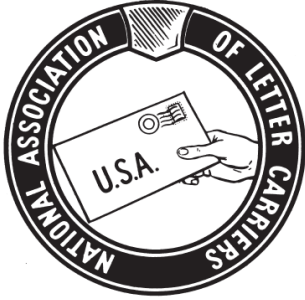
3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist violating Articles 17 and/or 31 of the National Agreement.

### **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 Articles 17 and/or 31.
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 Articles 17 and 31:

I am 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,

\_\_\_\_\_  
Shop Steward  
NALC

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

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: \_\_\_\_\_