

15.2
Informal Step A (a)

Section 2. Grievance Procedure—Steps

Informal Step A

(a) Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. This constitutes the Informal Step A filing date. The employee, if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. During the meeting the parties are encouraged to jointly review all relevant documents to facilitate resolution of the dispute. The Union also may initiate a grievance at Informal Step A within 14 days of the date the Union first became aware of (or reasonably should have become aware of) the facts giving rise to the grievance. In such case the participation of an individual grievant is not required. An Informal Step A Union grievance may involve a complaint affecting more than one employee in the office.

An employee or union representative must discuss the grievance with the employee's immediate supervisor within fourteen calendar days of when the grievant or the union first learned, or may reasonably have been expected to learn, of its cause. The date of this discussion is the Informal Step A filing date.

- If the union initiates a grievance on behalf of an individual, the individual grievant's participation in an Informal Step A meeting is neither required nor prohibited.
- If a letter carrier instead files his or her own grievance, management must give the steward or other union representative the opportunity to be present during any portion of the discussion which involves adjustment or settlement of the grievance (Prearbitration Settlement, H7N-5R-C 26829, April 2, 1992, M-01065).
- Should the grievance affect more than one employee in the office, the union may initiate a class grievance on behalf of all affected employees.

Time Limits. The fourteen days for filing a grievance at Informal Step A begins the day after the occurrence or the day after the grievant or the union may reasonably have been expected to have learned of the occurrence. For example, if a grievant receives a letter of warning, day one of the fourteen days is the day after the letter of warning is received.

Continuing Violations. These are an exception to the general rule stated above. In H1N-5D-C 297, June 16, 1994 (C-13671), National Arbitrator Mittenthal explained the theory of continuing violations as follows:

Assume for the moment, consistent with the federal court rulings, that the Postal Service incorrectly calculated FLSA overtime for TCOLA recipients under the ELM. Each such error would have been a separate and distinct violation. We are not dealing here with a single, isolated occurrence. Management was involved in a continu-

ing violation of the ELM. The affected employees (or NALC) could properly have grieved the violation on any day the miscalculation took place and such grievance would be timely provided it was submitted within the fourteen-day time limit set forth in Article 15. This is precisely the kind of case where a “continuing violation” theory seems applicable. To rule otherwise would allow an improper pay practice to be frozen forever into the ELM by the mere failure of some employee initially to challenge that practice within the relevant fourteen-day period.

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(b) In any such discussion the supervisor shall have authority to resolve the grievance. The steward or other Union representative likewise shall have authority to resolve the grievance in whole or in part. The local parties are not prohibited from using the Joint Step A Grievance Form to memorialize a resolution reached at an Informal Step A Meeting. No resolution reached as a result of such discussion shall be a precedent for any purpose.

During the Informal Step A discussion the supervisor and the steward (unless the grievant represents themselves) have the authority to resolve the grievance. Both parties must use the JCAM as their guide to the contract. A resolution at this informal stage does not establish a precedent. While either representative may consult with higher levels of management or the union on an issue in dispute, this section establishes that the parties to the initial discussion of a grievance retain independent authority to settle the dispute.

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(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.

If the parties are unable to resolve the grievance during the Informal Step A meeting the union may file a written appeal to Formal Step A within 7 calendar days after the meeting.

The time limits for filing a grievance at Informal Step A or appealing to Formal Step A may be extended by mutual agreement.

The steward appeals a grievance to Formal Step A by filling out the Informal Step A portion of the NALC-USPS Joint Step A Grievance Form (PS Form 8190) and sending it to the installation head or designee. The grievance appeal to Formal Step A should include relevant documents that were shared and discussed at the Informal Step A meeting.

When appealing a grievance to Formal Step A, day one is the day following the receipt of the supervisor's oral decision. In appealing any grievance beyond Informal Step A, a union representative has until the last day to send the appeal. Thus, the appeal must be sent (if faxed or e-mailed), postmarked (if mailed), or received (if hand-delivered), on or before the seventh day following the Informal Step A decision (for example, on the tenth if the decision is received on the third). To avoid problems union representatives should not wait until the last day.

15.2
Formal Step A (a)

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(a) The Joint Step A Grievance Form appealing a grievance to Formal Step A shall be filed with the installation head or designee. In any associate post office of twenty (20) or less employees, the Employer shall designate an official outside of the installation as the Formal Step A official, and shall so notify the Union Formal Step A representative.

15.2
Formal Step A (b)

(b) Any grievance initiated at Formal Step A, pursuant to Article 2 or 14 of this Agreement, must be filed by submitting a Joint Step A Grievance Form directly with the installation head within 14 days of the date on which the Union or the employee first learned or may reasonably have been expected to have learned of its cause.

The same 14 day time limit applicable for grievances filed at Informal Step A is applicable for those grievances that may be filed directly at Formal Step A. Grievances that may, but need not be filed directly at Formal Step A are:

- **Discrimination.** Article 2 of the Agreement forbids discrimination against employees because of race, color, creed, religion, national origin, sex, age, marital status, or (if the employee can adequately perform the job) physical handicap. Any grievance relating to this provision may be initiated at Formal Step A within 14 days of when the employee or the union has first learned or may reasonably have been expected to have learned of the alleged discrimination.
- **Safety and Health.** Article 14.2 provides that if an employee believes that he or she is being required to work under unsafe conditions, the employee may:
 - Notify his/her steward, if available, who may discuss the alleged unsafe condition with the employee's supervisor;
 - Notify his/her supervisor who will immediately investigate the condition and take corrective action if necessary;
 - If no corrective action is taken during the employee's tour, the steward may file a grievance at Formal Step A of the grievance procedure within fourteen days of notifying the employee's supervisor.

15.2
Formal Step A (c)

(c) The installation head or designee will meet with the steward or 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. In all grievances at Formal Step A, the grievant shall be represented for all purposes by a steward or a Union representative who shall have authority to resolve the grievance as a result of discussions or compromise in this Step. The installation head or designee also shall have authority to resolve the grievance in whole or in part.

15.2
Formal Step A (d)

(d) At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Articles 17 and 31. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.

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). The parties' representatives at Formal Step A shall have the authority to settle or withdraw grievances in whole or in part. Both parties must work together to ensure that each grievance is fully developed.

The union representative at the Formal Step A meeting shall discuss fully the union's position, violation alleged, and corrective action requested. Moreover, the union is entitled to furnish written statements from witnesses or other individuals who have information pertaining to the grievance. Both parties are required to state in detail the facts and contract provisions relied upon to support their positions. The Postal Service is also required to furnish to the union, if requested, any documents or statements of witnesses as provided for in Article 17.3 and Article 31.3.

In non-discharge cases, the parties can mutually agree to jointly interview witnesses at the Formal Step A meeting. In discharge cases, either party can present two witnesses at that meeting—with additional witnesses possible should the parties so mutually agree. As provided in Article 17.4, all witnesses present will be on the clock while traveling to and from the Formal Step A meeting and while in attendance at the Formal Step A meeting. The union determines whether the grievant's presence is necessary at the Formal Step A meeting (Step 4, H4N-1E-C-28034, May 22, 1987, M-00790).

Preference Eligible Employees. Grievances concerning proposed removal actions which are subject to the thirty day notification period in Article 16.5 will be held at Formal Step A of the grievance procedure until the decision letter is issued.

Consistent with the Dispute Resolution Process Memorandum and Appendix B, 3. Other Provisions, Section E. Article 16 – Discipline Procedure, the employee will remain on the job or on the clock until after the Step B decision has been rendered or 14 days after the appeal is received at Step B, except for emergency or crime situations as provided for in Article 16.6 and 16.7.

The union does not file a separate grievance on the decision letter. Rather, the union may make additions to the file based on the decision letter at either Formal Step A or Step B. This does not preclude any arguments by management regarding the relevance of the additions.

Grievances concerning proposed removal actions which are not subject to the thirty day notification period in Article 16.5 are not held at the Formal Step A level pending receipt of the decision letter. Rather, the union may later add the decision letter to the proposed removal grievance. This does not preclude any arguments by management regarding the relevance of the additions.

**15.2
Formal Step A (e)**

(e) Any resolution of a grievance in Formal Step A shall be in writing or shall be noted on the Joint Step A Grievance Form, but shall not be a precedent for any purpose, unless the parties specifically so agree or develop an agreement to dispose of future similar or related problems. If the grievance is resolved, a copy of the resolution will be sent to the steward and supervisor who initially were unable to resolve the grievance.

**15.2
Formal Step A (f)**

(f) The Formal Step A decision is to be made and the Joint Step A Grievance Form completed the day of the meeting, unless the time frame is mutually extended. The Union may appeal an impasse to Step B within seven (7) days of the date of the decision.

Formal Step A Decision. The parties must make the Formal Step A decision and complete the Joint Step A Grievance Form on the day of the meeting, unless they agree to extend the time limit. Copies of the completed form must be sent to the steward and supervisor who failed to resolve the dispute at Informal Step A. Resolutions and withdrawals at Formal Step A do not establish a precedent unless the parties specifically agree otherwise or develop an agreement to dispose of future similar or related problems. If the grievance is resolved, copies of the resolution must be sent to the steward and supervisor who discussed the grievance at Informal Step A.

Appeal to Step B. If the grievance is not resolved at Formal Step A, the union may appeal it to Step B within 7 calendar days of the Formal Step A decision date (unless the parties agree to an extension of time for appeal).

15.2
Formal Step A (g)

(g) Additions and corrections to the Formal Step A record may be submitted by the Union with the Step B appeal letter within the time frame for initiating the Step B appeal with a copy to the management Formal Step A official. Any such statement must be included in the file as part of the grievance record in the case.

Additions and Corrections. The union may submit written additions and corrections to the Formal Step A record with the Step B appeal within the time limit for filing an appeal to Step B. The filing of any additions or corrections does not extend the time limits for filing the appeal to Step B. At the same time, a copy of the additions and corrections must be sent to the management Formal Step A official. Management may respond by sending additional information to the Step B team which is directly related to the union's additions and corrections provided that it is received prior to the Step B decision. At the same time, a copy must be sent to the union Formal Step A representative. Any statement of additions and corrections must be included in the file as part of the grievance record in the case. A steward is entitled to time on-the-clock to write the Union's statement of additions or corrections (Step 4, A8-S-0309, December 7, 1979, M-01145).

15.2
Step B (a)

Step B

(a) Any appeal from an unresolved case in Formal Step A shall be in writing to the Step B team at the appropriate Step B office, with a copy to the Formal Step A representatives, and will include a copy of the Joint Step A Grievance Form, and shall specify the reasons for the appeal.

Step B—Dispute Resolution Teams. The Step B teams each consist of two Step B representatives—one appointed by the NALC and the other by the Postal Service. Appeals of unresolved cases at Formal Step A are made in writing to the Step B Dispute Resolution Team. The parties at the national level have agreed any arguments and facts brought forth at either Informal or Formal Step A and properly included in the PS Form 8190/case file are incorporated in the Step B decision, and any of this material may be cited in the event of arbitration.

15.2
Step B (b)

(b) The Step B team will review the appeal and issue a joint report of the decision and any supporting findings within fourteen (14) days of receipt of the appeal at Step B unless the parties mutually agree to extend the fourteen (14) day period. The Step B team will give priority consideration to discussion and decision of removal cases **followed by emergency procedure cases. In the event related removal and emergency procedure cases involving the same grievant are awaiting decision at Step B, the team shall give such consideration to those cases consecutively.** It is the responsibility of the Step B team to ensure that the facts and contentions of grievances are fully developed and considered, and resolve grievances jointly. The Step B team may 1) resolve the grievance 2) declare an impasse 3) hold the grievance pending resolution of a representative case or national interpretive case or 4) remand the grievance

with specific instructions. In any case where the Step B team mutually concludes that relevant facts or contentions were not developed adequately in Formal Step A, they have authority to return the grievance to the Formal Step A level for full development of all facts and further consideration at that level. If the grievance is remanded, the parties' representatives at Formal Step A shall meet within seven (7) days after the grievance is returned to Formal Step A. Thereafter, the time limits and procedures applicable to Formal Step A grievances shall apply.

15.2
Step B (c)

(c) The written Step B joint report shall state the reasons in detail and shall include a statement of any additional facts and contentions not previously set forth in the record of the grievance as appealed from Formal Step A. The Step B team will attach a list of all documents included in the file.

Review. The Step B representatives work together in pairs and attempt to resolve grievances jointly. Both Step B representatives are responsible for ensuring that the facts and contentions of grievances are fully developed. The Step B representatives may restate or change a grievance's issue statement as appropriate. The Step B teams must give priority to considering and deciding removal, then 16.7, then 16.6 cases.

Step B Decision. The Dispute Resolution Team must make a decision within fourteen calendar days after receipt of the appeal from Formal Step A, unless this time limit is mutually extended. The written Step B decision must state the reasons for the decision in detail and include a statement of any additional facts or contentions not set forth in the grievance as appealed from Formal Step A. The Step B team must attach to the decision a list of all documents included in the file.

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.

Step B Decision Types. In deciding a grievance, the team chooses among four options. It may:

- **Resolve** the grievance,
- **Impasse** the grievance if the team cannot resolve it,
- **Remand** the grievance to the Formal Step A parties with specific instructions, or
- **Hold** the decision pending resolution of a representative case or national interpretive case.

Resolve. A resolved Step B decision may be a compromise settlement, a decision to uphold the grievance in its entirety, or a decision that there is no basis for the grievance. In all three cases the Dispute Resolution Team must produce a written decision stating the issue, the decision, and the detailed reasons supporting it. As part of the educational design of

the Dispute Resolution Process, the Step B decisions should carefully explain the basis of every decision. When a grievance is resolved, the Dispute Resolution Team must send copies of the Step B decision to union and management Formal Step A representatives.

Remand. The Dispute Resolution Team may remand a grievance to the Formal Step A parties with specific instructions for further development of the facts or contentions, or for other reasons as the team may determine. When a grievance is remanded, the parties' Formal Step A representatives must meet to discuss the grievance again within seven calendar days after the remand is returned to Formal Step A. After that the Formal Step A time limits and procedures apply to the remanded grievance.

Impasse. If the Dispute Resolution Team cannot resolve a grievance, it issues a Step B decision called an impasse. A Step B impasse decision must state in detail the reasons for the impasse, and also must include a statement of any additional facts and contentions not included in the Formal Step A appeal. The Dispute Resolution Team sends a Step B impasse decision to the NALC National Business Agent, and to the union and management Formal Step A representatives.

Hold. Grievances may be held pending resolution of a representative case in accordance with the procedures described in Article 15.3.D. Grievances may also be held pending a national interpretive case in accordance with the procedures in Article 15.2 Step B (e), Article 15.2 Interpretive Step, and Article 15.3.F.

**15.2
Step B (d)**

(d) The Union's National Business Agent (NBA) or designee may appeal an impasse directly to arbitration at the Grievance/Arbitration Processing Center within fourteen (14) days after the receipt of the Step B impasse in accordance with the procedure hereinafter set forth.

The National Business Agent may appeal an impassed grievance to arbitration within fourteen calendar days after receipt of the Step B decision.

**15.2
Step B (e)**

(e) If either party's representative at Step B or the NBA or Employer's Area representative thereafter maintains that the grievance involves an interpretive issue under the National Agreement, or some supplement thereto which may be of general application, the issue will be discussed with the appropriate National Union /Management Representatives at the Headquarters Level. If either party's National Representative determines the issue to be interpretive, a written notice will be sent to the other party specifying in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the initiating party's contention. The grievance(s) shall be held at the Step B level pending discussion at the national level or the outcome of a National Arbitration award.

If either member of the Step B team, the NBA, or USPS Area representative believes that an impassed grievance involves an interpretive issue, the issue will be discussed with the appropriate national union/management representatives at the headquarters level. When either party's national

representative determines the issue to be interpretive, a written notice will be sent to the other party specifying in detail the facts giving rise to the dispute, the precise interpretive issues to be decided, and the initiating party's contentions. The grievance(s) will be held at the Step B level pending settlement or arbitration of the issue at the national level.

Interpretive Step

Interpretive Step:

In any interpretive dispute properly initiated at this Step by the appropriate National Union/Management Representative, the parties shall meet at the National level promptly, but in no event later than thirty (30) days after initiating such dispute in an effort to define the precise issues involved, develop all necessary facts and reach agreement. The Union representative shall have authority to resolve the dispute in whole or in part. The Employer's representative shall have authority to resolve the dispute in whole or in part. The parties' national representatives may, by mutual agreement, return any dispute to Step B where (a) the parties agree that no national interpretive issue is fairly presented or (b) it appears that all relevant facts have not been developed adequately. In such event, the parties shall meet at Step B within fifteen (15) days after the dispute is returned to Step B. Thereafter the procedures and time limits applicable to Step B grievances shall apply. Should the parties at the National level fail to reach agreement, then within fifteen (15) days of such meeting each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to the interpretive dispute. In the event the parties have failed to reach agreement within sixty (60) days of the initiation of the dispute, the Union then may appeal it to national arbitration within thirty (30) days thereafter. Any local grievances filed on the specific interpretive issue shall be held in abeyance at the appropriate level pending resolution of the national interpretive dispute.

Interpretive disputes are handled at the headquarters level in accordance with the above procedures.

15.3.A

A. 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).

The contract specifically requires that at each step of the grievance/arbitration process the parties review the Joint Contract Administration Manual (JCAM). In the Article 15 Dispute Resolution Process Memorandum, the parties have committed to updating the JCAM no less than once during the term of the National Agreement.

15.3.B

B. The failure of the employee or the Union in Informal Step A, or the Union thereafter to meet the prescribed time limits of the Steps of this procedure, including arbitration, shall be considered as a waiver of the