

FROM A TO ARBITRATION

EPISODE 28- JUST CAUSE PRINCIPLE: WAS THE DISCIPLINARY ACTION TAKEN IN A TIMELY MANNER?
ANOTHER HEAD SCRATCHER



JCAM ARTICLE 16.1

- JUST CAUSE PRINCIPLE-
 - WAS THE DISCIPLINARY ACTION TAKEN IN A TIMELY MANNER?
 - DISCIPLINARY ACTIONS SHOULD BE TAKEN AS PROMPTLY AS POSSIBLE AFTER THE OFFENSE HAS BEEN COMMITTED.

SOME THOUGHTS ABOUT TIME

- THIS ONE CAN MAKE YOU PULL YOUR HAIR OUT, BECAUSE THERE IS NO REAL DEFINITION OF IT
- SOME ARBITRATORS WONT EVEN CONSIDER THIS PRINCIPLE
- THIS IS ONE OF THE SIX SUB QUESTIONS THAT ARE LISTED THAT NEED TO BE MET FOR JUST CAUSE
- THERE IS NO DEFINITION OF TIME FOR MANAGEMENT TO ISSUE DISCIPLINE, SO WHEN YOU HEAR THAT THEY HAVE A MONTH OR ANY SET TIME, IT IS NOT TRUE

BEING A UNION ADVOCATE

- YOU CAN PUT A LOT OF WORK INTO DEFENDING CITY CARRIERS, A LOT OF WORK PUTTING TOGETHER A GRIEVANCE AND STILL LOSE. IT IS DEVASTATING WHEN IT HAPPENS BUT DO NOT LET IT DISCOURAGE YOU
- YOU GOTTA LET THAT GO AND MOVE ON
- THIS JOB ISN'T FOR EVERYBODY, AND YOU CAN'T SAVE EVERYBODY
- YOU DO THE BEST YOU CAN, AND YOU REPRESENT THE CONTRACT TO THE BEST OF YOUR ABILITY, BECAUSE YOU ARE REQUIRED TO DO SO AS A SHOP STEWARD

ARTICLE 16.1 – TIMELY MANNER

- SIMPLY PUT IT MEANS YOU CAN'T TAKE FOREVER TO ISSUE DISCIPLINE
- DISCIPLINARY ACTIONS SHOULD BE TAKEN AS PROMPTLY AS POSSIBLE AFTER THE OFFENSE HAS BEEN COMMITTED
 - THIS IS WHERE WE ARE GOING TO HANG OUR HAT. IT'S NOT AFTER THE INVESTIGATIVE INTERVIEW. IT'S NOT AFTER THE POSTAL INSPECTOR'S INVESTIGATION. IT'S NOT AFTER THE OIG INVESTIGATION. WE NEED TO REMEMBER THAT, BECAUSE IT STATES **AFTER THE OFFENSE HAS BEEN COMMITTED**
 - AFTER THE OFFENSE HAS BEEN COMMITTED MANAGEMENT IS NOW ON THE CLOCK

SELLING IT TO THE ARBITRATOR

- A LOT OF TIMES MANAGEMENT WILL GO 3-4 MONTHS BEFORE THEY ISSUE DISCIPLINE AND THEY WILL USUALLY SAY, " WELL HEY, WE HAD TO TURN THAT OVER TO THE OIG AND THEY TOOK THEIR TIME DOING THEIR INVESTIGATION, MAKING SURE IT WAS THOROUGH. AND THEN WE HAD TO DO OUR INVESTIGATION AFTER THAT AND THEN WE REQUESTED THE DISCIPLINE AND THEN LABOR GOT IT AND BEFORE YOU KNOW IT 3 MONTHS WENT BY. "
- THIS IS HOW THEY WILL SELL IT TO THE ARBITRATOR
- BUT WE AS ADVOCATES NEED TO ALSO GET IN THERE AND SELL OUR POSITION

ARBITRATOR SCHEDLER C-01261

- THIS IS THE #1 CITE YOU NEED TO PUT INTO YOUR FILE WHEN DEALING WITH TIMELY DISCIPLINE
- IN THE USUAL GRIEVANCE A DELAY IN PRESENTING CHARGES CAN MEAN THE LOSS OF EVIDENCE TO AN AGGRIEVED . MEMORIES FADE WITH THE PASSAGE OF TIME, WITNESSES BECOME DIFFICULT TO LOCATE SO AS TO RECONSTRUCT THE EVENTS IN QUESTION, A PHOTOGRAPH OF THE SCENE TAKEN WEEKS LATER MAY BE INACCURATE AS TO THE CONDITIONS THAT PREVAILED ON THE DATE OF OCCURRENCE . IN MY OPINION A DELAY OF 47 DAYS IN PRESENTING A LETTER OF CHARGES IS TOO LONG AND I FIND THAT THE EMPLOYER HAS VIOLATE ARTICLE 16 OF THE NATIONAL AGREEMENT BY DELAYING THE DELIVERY OF THE LETTER OF CHARGES .

ARBITRATOR DOBRANSKI C-01458

- THE POSTAL SERVICE URGES THAT THERE IS NO STATUTE OF LIMITATIONS IN THE AGREEMENT AS TO WHEN A CHARGE MUST BE BROUGHT . THAT ARGUMENT MISSES THE POINT, HOWEVER, WHICH IS THAT THE GRIEVANT MUST BE GIVEN A MEANINGFUL OPPORTUNITY TO RESPOND TO AND DEFEND AGAINST THE CHARGES . IN THIS CASE , GIVEN THE NATURE OF THE OFFENSE - THE FAILURE TO WITHDRAW A PIECE OF MAIL FROM THE DEPARTURE CASE - AND THE VOLUME OF MAIL NORMALLY HANDLED BY THE GRIEVANT , THE GRIEVANT DID NOT HAVE SUCH AN OPPORTUNITY WHEN HE WAS NOT GIVEN ANY INDICATION OF THE OFFENSE UNTIL **ALMOST ONE MONTH LATER** .

❖ THIS LANGUAGE ALSO STATES A PERIOD OF TIME AND BRINGS IT DOWN TO A MONTH LATER

ARBITRATOR KRIMSLY C-01504

- IT IS A FUNDAMENTAL PRINCIPLE IN LAW AS WELL AS CONTRACT ARBITRATION THAT A PARTY POSSESSED OF CERTAIN RIGHTS MUST NOT LET THEM LIE FALLOW BUT MUST ACT UPON THEM PROMPTLY. THE AGREEMENT IN THIS CASE GIVES MANAGEMENT THE RIGHT TO DISCIPLINE AND/OR DISCHARGE FOR JUST CAUSE . THE POSTAL SERVICE TOOK THE POSITION THAT GRIEVANT HAD ON AUGUST 3, 1976, COMMITTED AN OFFENSE WHICH MIGHT BE THE SUBJECT OF DISCIPLINE . AN INVESTIGATION WAS BEGUN WHICH WAS NOT TERMINATED UNTIL JANUARY 28, 1977, BY WHICH TIME A SECOND ACT OF POSSIBLE DISCIPLINE HAD BEEN ADDED TO THE INVESTIGATION . IN THE INTERVENING SIX MONTHS, GRIEVANT CONTINUED ON THE JOB .

ARBITRATOR KRIMSLY C-01504 CONTINUED

- WHILE AN EMPLOYEE HAS NO NEED OR RIGHT TO EXPECT TO BE KEPT ADVISED OF AN INVESTIGATION, UNLESS A CONTRACT HOLDS OTHERWISE, HE DOES HAVE THE RIGHT TO EXPECT THAT THE RESULT OF THE INVESTIGATION OR THE CHARGE UNDER CONSIDERATION WILL BE PROMPTLY COMMUNICATED. IF HE HAS COMMITTED AN OFFENSE WORTHY OF PUNISHMENT BY HIS EMPLOYER, HE MUST KNOW IT PROMPTLY AFTER THE WRONGDOING . THIS IS PART OF DUE PROCESS OR FAIRNESS IN THE EMPLOYMENT SETTING -- AN UNSETTLED CHARGE MUST NOT BE KEPT PENDING UNDULY LONG . INSOFAR AS THE ACTION OF AUGUST 3, 1976, IS GROUNDS FOR DISCIPLINE, THE ARBITRATOR CONCLUDES THAT FOR THE POSTAL SERVICE TO HAVE WAITED SIX MONTHS TO FINALIZE THE OFFENSE INTO DISCIPLINE IS UNREASONABLE AND CONTRARY TO THE DEGREE OF PROMPTNESS WHICH IS AN EMPLOYEE'S DUE .

HELPING MANAGEMENT TO BE TIMELY

- WITH LENGTHY CASES, MANAGEMENT WILL STILL SAY THAT THEY HAD TO WAIT FOR THE OIG INVESTIGATION AND THEY HAD TO DO AN INVESTIGATION, ETC.... BUT THIS DOES NOT GIVE THEM CARTE BLANCE WITH TIME
- THE UNION HAS 14 DAYS SET AS THE ABSOLUTE TIME, WE SHOULD HOLD MANAGEMENT ACCOUNTABLE FOR THIS AS WELL, EVEN THOUGH THERE IS NOTHING IN THE CONTRACT THAT SAYS AN EXACT NUMBER OF TIME. THIS IS WHY YOU WANT TO PUT IN ARBITRATION LANGUAGE CITING THAT MANAGEMENT DOES HAVE OBLIGATIONS TO BE TIMELY AND THIS IS AN ACCEPTED TIME PERIOD AND THIS IS AN UNACCEPTABLE TIME PERIOD EXAMPLES

CIRCLING BACK

- WAS THE DISCIPLINARY ACTION TAKEN IN A TIMELY MANNER?
- DISCIPLINARY ACTIONS SHOULD BE TAKEN AS PROMPTLY AS POSSIBLE AFTER THE OFFENSE HAS BEEN COMMITTED.
 - THIS DOES NOT SAY DISCIPLINARY ACTIONS SHOULD BE TAKEN AS PROMPTLY AS POSSIBLE AFTER MANAGEMENT AND THE OIG AND THE DEPARTMENT OF LABOR GET ALL OF THEIR INVESTIGATIONS COMPLETED. IT SAYS AS POSSIBLE AFTER THE OFFENSE HAS BEEN COMMITTED. PERIOD

ARBITRATOR WOLITZ C-32393

- FATAL FLAW: ARBITRATOR MITTENTHAL, IN THE AWARD CITED ABOVE, HAS LAID THE GROUNDWORK FOR THE ANALYSIS OF THIS CASE. HE SAYS: THE FACT THAT NO "ADVANCE WRITTEN NOTICE" IS REQUIRED DOES NOT MEAN THAT MANAGEMENT HAS NO NOTICE OBLIGATION WHATEVER. THE EMPLOYEE SUSPENDED PURSUANT TO SECTION 7 HAS A RIGHT TO GRIEVE HIS SUSPENSION. HE CANNOT EFFECTIVELY GRIEVE UNLESS HE IS FORMALLY MADE AWARE OF THE CHARGE AGAINST HIM, THE REASON WHY MANAGEMENT HAS INVOKED SECTION 7. HE SURELY IS ENTITLED TO SUCH NOTICE WITHIN A REASONABLE PERIOD OF TIME FOLLOWING THE DATE OF HIS DISPLACEMENT TO DENY HIM SUCH NOTICE IS TO DENY HIM HIS RIGHT UNDER THE GRIEVANCE PROCEDURE TO MOUNT A CREDIBLE CHALLENGE AGAINST MANAGEMENT'S ACTION. INDEED, SECTION 7 SPEAKS OF THE EMPLOYEE REMAINING ON NON-DUTY, NON-PAY STATUS "UNTIL DISPOSITION OF THE CASE HAS BEEN HAD." THAT "DISPOSITION COULD HARDLY BE POSSIBLE WITHOUT FORMAL NOTICE TO THE EMPLOYEE SO THAT HE HAS AN OPPORTUNITY TO TELL MANAGEMENT HIS SIDE OF THE STORY. FUNDAMENTAL FAIRNESS REQUIRES NO LESS.

ARBITRATOR WOLITZ C-32393

- ARBITRATOR SOBEL WROTE, IN A MAY 18, 1990, AWARD: WITHIN THIS ARBITRATOR'S EXPERIENCE THE NORMAL DELAY BETWEEN THE TIME THE GRIEVANT WAS SENT HOME, ALBEIT ON A NON-PAY STATUS TO AWAIT INSTRUCTIONS AND THE RECEIPT OF SUCH A NOTICE RANGED FROM ONE TO THREE DAYS. IN THE CASE BEFORE US HERE, THE PARTIES AGREE THAT MR. JOHNSON WAS PLACED OFF THE CLOCK ON OCTOBER 8, 2015, AND DID NOT RECEIVE WRITTEN NOTICE UNTIL NOVEMBER 9, 2015. IN ITS STEP B CONTENTIONS, MANAGEMENT EVEN ADMITS THAT THE NOTICE OF EMERGENCY SUSPENSION WAS NOT PROVIDED TO THE GRIEVANT WITHIN A REASONABLE PERIOD OF TIME. UNDER MANAGEMENT POSITION (JOINT EXHIBIT 2, PAGE 8), MANAGEMENT SAYS: HOWEVER, MANAGEMENT ACKNOWLEDGES IT DID NOT PROVIDE WRITTEN CHARGES WITHIN A REASONABLE PERIOD OF TIME BUT QUESTIONS THE APPROPRIATENESS OF THE REMEDY SOUGHT BY THE UNION. MANAGEMENT MAINTAINS THE PROPER REMEDY IS TO GRANT CARRIER JOHNSON ADMINISTRATIVE LEAVE FROM OCTOBER 8, 2015, THE DATE HE WAS PLACED IN AN OFF-DUTY STATUS UNTIL NOVEMBER 9, 2015, THE DATE HE RECEIVED FORMAL NOTICE EXPLAINING WHY MANAGEMENT PLACED HIM ON EMERGENCY PLACEMENT AS THE UNION WAS UNABLE TO EFFECTIVELY GRIEVE THE EMERGENCY SUSPENSION UNTIL HE RECEIVED WRITTEN NOTICE OF THE CHARGES.

ARBITRATOR WOLITZ C-32393

- THIS REMEDY IS IN LINE WITH ARBITRATOR SOBEL'S DECISION CITED IN THE UNION'S CONTENTIONS. ARBITRATOR SOBEL SAID: THE GRIEVANCE IS DENIED. THE NOTICE OF EMERGENCY SUSPENSION WAS PROPERLY BASED. HOWEVER, THE NOTICE WAS UNTIMELY ISSUED AND ACCORDINGLY THE GRIEVANT WILL RECEIVE BACK PAY FOR THE NUMBER OF WORKING DAYS BETWEEN AUGUST 13 AND AUGUST 23, 1989. ARBITRATOR DEINHARDT, IN B01N-4B-D 05087548, ALSO UPHELD THE EMERGENCY PLACEMENT OF HIS GRIEVANT WHEN SHE WAS NOT GIVEN FORMAL NOTICE OF THE CHARGES WITHIN A REASONABLY SHORT TIME AFTER SHE WAS TAKEN OUT OF SERVICE SUFFICIENT TO PERMIT HER TO EFFECTIVELY GRIEVE THE SUSPENSION BUT PAID HER FOR THE TIME. HE SAID: GIVEN THAT I ALSO FIND THAT THE PLACEMENT ITSELF WAS WARRANTED ... I ORDER THAT THE POSTAL SERVICE PAY THE GRIEVANT FROM MARCH 17 WHEN THE EMERGENCY PLACEMENT LETTER WAS WRITTEN UNTIL APRIL 18, THE DAY THE UNION WAS GIVEN FORMAL NOTICE OF THE BASIS FOR THE ACTION.

ARBITRATOR WOLITZ C-32393

- WE, HOWEVER, FIND THAT THE ADMITTEDLY UNACCEPTABLY LONG PERIOD OF TIME BETWEEN THE PLACING OF THE GRIEVANT OFF DUTY AND THE ISSUANCE OF THE NOTICE OF CHARGES, MORE THAN ONE MONTH, HAS ROBBED THE GRIEVANT OF HIS FUNDAMENTAL DUE PROCESS RIGHTS UNDER THE CONTRACT. MOREOVER, ALTHOUGH HE WAS UNDER INVESTIGATION FOR A SERIOUS CHARGE AND HAD ADMITTED PARTICIPATING IN THE IMPROPER HANDLING OF A PACKAGE CONTAINING MARIJUANA AND GETTING PAID FOR HIS PARTICIPATION, WE HAVE NO INFORMATION IN THIS RECORD OF WHO EXACTLY PUT HIM OFF DUTY IMMEDIATELY AND WHY THAT PERSON FELT THAT IT WAS AN EMERGENCY REQUIRING THE USE OF 16.7. THE PROPER REMEDY IS THEREFORE THAT THE 16.7 BE REVOKED BECAUSE OF THE VIOLATION OF MR. JOHNSON'S CONTRACTUAL DUE PROCESS RIGHTS AND THAT MR. JOHNSON BE MADE WHOLE FOR ALL PAY AND BENEFITS LOST AS A RESULT OF ITS ISSUANCE.

ARBITRATOR BYARS C-27325 A&B

- HOWEVER, HAVING A RULE IS NOT ENOUGH. MANAGEMENT MUST ALSO MAKE THE EMPLOYEE AWARE OF THE RULE AND THE CONSEQUENCES FOR FAILURE TO FOLLOW THE RULE.
- THE ARBITRATOR LANGUAGE HERE IS REALLY ALL YOU NEED. BUT HE GOES ON TO LIST ALL THE RULES IN THIS ARBITRATION. IT'S A GREAT TEMPLATE AND SHOULD BE USED IN EVERY TIMELY GRIEVANCE.

ARBITRATOR BYARS C-27325 A&B

- 6- WAS THE DISCIPLINARY ACTION TAKEN IN A TIMELY MANNER? THE INCIDENT HAPPENED ON DECEMBER 16, 2006. MR. MCCOY CALLED THE POSTAL SERVICE AND WAS INTERVIEWED BY THE OIG ON DECEMBER 19, 2006. MR. MCCOY PROVIDED DOCUMENTATION NARRATING THE ACTIONS OF THE THREE POSTAL SERVICE EMPLOYEES. HE ALSO PROVIDED RECEIPTS AND INTERNALLY GENERATED TRANSACTION DOCUMENTATION. HE HAD SURVEILLANCE FOOTAGE SHOWING THE THREE EMPLOYEES CONDUCTING THE TRANSACTIONS. HE EVEN PROVIDED THE NAMES OF THE THREE EMPLOYEES TO THE OIG. APPROXIMATELY EIGHT WEEKS LATER, ON FEBRUARY 12, 2007, MS. LONGSTREET WAS INTERVIEWED BY OIG. ON FEBRUARY 13, 2007, MS. FRANKLIN AND MR. SUTTLE WERE INTERVIEWED BY OIG. THE DOCUMENTATION STATES THAT MS. GRAHAM WAS INTERVIEWED ON FEBRUARY 13, 2006." THE ARBITRATOR ASSUMES THAT THE INTERVIEW OCCURRED IN 2007. ON FEBRUARY 12, 2007, THE GRIEVANT WAS PLACED ON EMERGENCY PLACEMENT.

ARBITRATOR BYARS C-27325 A&B

- NO EVIDENCE WAS OFFERED CONCERNING ANY MANAGEMENT ACTIONS TAKEN ON THIS SITUATION DURING THIS APPROXIMATELY EIGHT-WEEK PERIOD. ON MARCH 8,2007, THE "REPORT OF INVESTIGATION" OF THE GRIEVANT WAS MAILED TO POSTMASTER THOMAS PAWLOWSKI IN MEMPHIS, TENNESSEE. " ON MARCH 15,2007, SUPERVISOR SHARON HARRIS CONDUCTED AN "INVESTIGATIVE INTERVIEW" OF THE GRIEVANT. MS. HARRIS TESTIFIED THAT SHE SUBMITTED A REQUEST FOR CONCURRENCE FROM A HIGHER-LEVEL OFFICIAL FOR THE REMOVAL OF THE GRIEVANT ON MARCH 21,2007 AND ISSUED A NOTICE OF REMOVAL DATED MARCH 28,2007 THAT WAS EFFECTIVE ON THE CLOSE OF BUSINESS ON MAY 4,2007.

ARBITRATOR BYARS C-27325 A&B

- IN A CASE CITED BY THE UNION IN ITS BRIEF. ARBITRATOR RAYMOND L. BRITTON WAS ASKED TO DECIDE WHETHER THE PLACEMENT OF THE GRIEVANT ON EMERGENCY PLACEMENT MET THE REQUIREMENTS OF ARTICLE 16 SECTION 7 OF THE NATIONAL AGREEMENT. ARBITRATOR BRITTON STATED AS FOLLOWS:
 - THE DIFFICULTY WITH THE POSITION TAKEN BY THE POSTAL SERVICE IS THAT, IF THERE WAS INDEED AN "EMERGENCY" SITUATION INVOLVING THE GRIEVANT JUSTIFYING "IMMEDIATE" ACTION THAT MANAGEMENT WOULD HAVE ACTED FAR MORE QUICKLY THAN IT DID. THE WORD "EMERGENCY" CONNOTES A SERIOUS SITUATION THAT DEMANDS IMMEDIATE ACTION, AND THE WORD "IMMEDIATE" IS NORMALLY USED TO MEAN WITHOUT DELAY. THUS, BY WAITING NINE DAYS BEFORE ISSUING THE EMERGENCY SUSPENSION, MANAGEMENT, IN EFFECT, DEMONSTRATED THAT THERE WAS NO NEED TO ACT WITH THE SPEED THAT IS CONTEMPLATED UNDER ARTICLE 16 SECTION 7 OF THE NATIONAL AGREEMENT.

ARBITRATOR BYARS C-27325 A&B

- IN ANOTHER CASE CITED BY THE UNION, ARBITRATOR ROBERTA J. BAHAKEL STATED AS FOLLOWS:
 - THERE WAS NO TESTIMONY OR EVIDENCE PRESENTED BY MANAGEMENT THAT SHOWED ANY REASON FOR AN ALMOST SIX-WEEK DELAY IN ISSUING THE NOTICE OF PROPOSED REMOVAL. THIS CLEARLY VIOLATED THE GRIEVANT' S DUE PROCESS RIGHTS."
- AUTHORITY AND RESPONSIBILITY MUST COINCIDE. MANAGEMENT THE AUTHORITY TO SET AND ADMINISTER WORK RULES. ALONG WITH THIS AUTHORITY GOES THE RESPONSIBILITY TO ENSURE THAT IF AN EMPLOYEE IS CHARGED WITH A VIOLATION OF A WORK RULE DUE PROCESS MUST BE GIVEN TO THE EMPLOYEE. IN THIS CASE IT IS THE ARBITRATOR'S DECISION THAT MANAGEMENT VIOLATED THE GRIEVANT' S DUE PROCESS RIGHTS WHEN IT WAITED APPROXIMATELY EIGHT WEEKS TO ISSUE DISCIPLINE. FURTHERMORE, THE SUPERVISOR HAD APPROVED THE USE OF SOME OF THE COUPONS. BY APPROVING THE GRIEVANT' S REQUEST, THE SUPERVISOR COMMUNICATED A MESSAGE THAT COUPONS CAN BE TAKEN OUT OF UBBM IF APPROVED BY A SUPERVISOR.

TWO SIDES TO THE ARGUMENT

- IN THESE ARBITRATIONS WE HAVE A MONTH, 47 DAYS, SIX MONTHS, AND 8 WEEKS AS TIMES GIVEN THAT ARE NOT APPROPRIATE LENGTHS OF TIME
- BECAUSE THERE IS NO SET TIME FRAME, WE HAVE TO SELL IT TO THE ARBITRATOR THAT THE GRIEVANTS DUE PROCESS RIGHTS HAVE BEEN VIOLATED IN THE DELAY
- SOME ARBITRATORS WON'T LISTEN TO THE TIMELY ARGUMENT SO WE NEED TO STRESS THE DUE RIGHTS VIOLATION

STARTING CONTENTIONS AND CASE BUILDING

- START A TIMELINE OF THE EVENTS IN THE CASE. USE THIS IN YOUR GRIEVANCE
- THE START TIME IS THE DATE THE OFFENCE WAS SAID TO HAVE TAKEN PLACE
- WRITE DOWN ALL THE INFORMATION YOU CAN ON THIS TIMELINE TO SHOW THAT MANAGEMENT TOOK WAY TOO MUCH TIME TO ISSUE THE DISCIPLINE
- THE CARRIER HAS TO KNOW WHAT THEY VIOLATED AND HAVE A CLEAR DIRECTION LAID OUT BY MANAGEMENT TO HELP THEM TO CORRECT THIS BEHAVIOR. ALWAYS CORRECTIVE RATHER THAN PUNITIVE

CONTENTIONS AND CASE BUILDING

- WHEN YOU INTERVIEW MANAGEMENT ABOUT WHY THEY TOOK SO LONG TO COMPLETE THE INVESTIGATION AND IF THEY ANSWER THAT IT WAS BECAUSE THEY HAD TO WAIT UNTIL LABOR OR SOME OTHER ENTITY HAD TO DO THEIRS FIRST, YOU PUT THAT IN YOUR CONTENTIONS AND STATE THAT THE RULE SAYS AS PROMPTLY AS POSSIBLE TO THE ACTUAL OFFENSE
- YOUR GRIEVANCE SHOULD BE PRISTINE AT EVERY LEVEL OF THE GRIEVANCE PROCESS. YOU CAN NEVER HAVE TOO MUCH AT THE INFORMAL STEP. REMEMBER AT INFORMAL WE GET 14 DAYS TO FILE A GRIEVANCE. ALL THE OTHER STEPS ARE WAY SHORTER. USE THAT TIME TO PUT AS MUCH INFORMATION YOU CAN INTO THAT GRIEVANCE FOR THE OTHER ADVOCATES WHO MAY HAVE LESS TIME AT THEIR STEPS. IT MIGHT ALSO HELP YOU TO SETTLE THE GRIEVANCE AT INFORMAL A

RESOURCES

- NALC.ORG
 - GO TO THE MEMBERS ONLY PAGE, THERE ARE ABOUT 36 KEY CASES THAT YOU CAN USE. PICK OUT THAT LANGUAGE AND PLAGERIZE IT. USE THE ARBITRATOR'S LANGUAGE IN YOUR TEMPLATES
- OTHER BRANCH WEBSITES
 - GOOGLE OTHER BRANCHES AND SEE WHAT THEIR TEMPLATES LOOK LIKE. LOOK AT THE WAY THEY SET UP THEIR CONTENTIONS. AGAIN, PLAGERIZE IT IF YOU WANT TO. WE ARE ALL ON THE SAME TEAM HERE.
- ATOARBITRATION.COM
 - AS ALWAYS, THE PODCAST AND THE WEBSITE ARE GREAT PLACES TO START