

What is a grievance?

Article 15, Section 1 of the National Agreement provides the following definition of a grievance:

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.

Article 15.1 sets forth a broad definition of a grievance. This means that most work-related disputes may be pursued through the grievance/arbitration procedure. The language recognizes that most grievances will involve the National Agreement or a local memorandum of understanding. Other types of disputes that may be handled within the grievance procedure may include:

Alleged violations of postal handbooks or manuals—Article 19 provides that those postal handbook and manual provisions directly relating to wages, hours or working conditions are enforceable as though they were part of the National Agreement. Changes to handbook and manual provisions directly relating to wages, hours or working conditions may be made by management at the national level and may not be inconsistent with the National Agreement. NALC may challenge such proposed changes at the national level. Locally developed policies may not vary from nationally established handbook and manual provisions.

Alleged violations of other enforceable agreements between NALC and the Postal Service—This includes the Joint Statement on Violence and Behavior in the Workplace. In his award in national case Q90N-4F-C 94024977, Aug. 16, 1996 (C-15697), Arbitrator Snow found that the Joint Statement constitutes a contractually enforceable agreement between the parties and that the union has access to the grievance procedure to resolve disputes arising under it. Additionally, in his discussion of the case, Snow writes that arbitrators have the flexibility in formulating remedies to consider removing a supervisor from his or her “administrative duties” if a violation is found.

Disputes concerning the rights of ill or injured employees—This includes claims concerning fitness-for-duty exams, first-aid treatment, compliance with the provisions of the *ELM* Section 540 and other regulations concerning OWCP claims (Step 4, G90N-4G-C 95026885, Jan. 28, 1997, M-01264). However, decisions of the Office of Workers’ Compensation Programs (OWCP) are not grievable matters. OWCP has the exclusive authority to adjudicate compensation claims and to determine the medical suitability of proposed limited duty assignments.

Alleged violations of law—Article 5 makes violations of law by the Postal Service grievable matters. In C-06858,

March 11, 1987, National Arbitrator Bernstein wrote the following concerning Article 5:

The only purpose the Article can serve is to incorporate all the Service’s “obligations under law” into the Agreement, so as to give the Service’s legal obligations the additional status of contractual obligations as well. This incorporation has significance primarily in terms of enforcement mechanism—it enables the signatory unions to utilize the contractual vehicle of arbitration to enforce all of the Service’s legal obligations. Moreover, the specific reference to the National Labor Relations Act is persuasive evidence that the parties were especially interested in utilizing the grievance and arbitration procedure spelled out in Article 15 to enforce the Service’s NLRB commitments.

However, only disputes concerning violations of law by the Postal Service are grievable under the National Agreement—not violations by other government agencies. Thus, disputes concerning eligibility determinations by OWCP are not grievable. On the other hand, procedural violations of OWCP or *ELM* regulations by the Postal Service are grievable.

These types of disputes, as well as other complaints relating to wages, hours or conditions of employment, may be grieved—An employee or union representative must discuss the grievance with the employee’s immediate supervisor within 14 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. Article 15, Section 2(a) describes this in pertinent part as follows:

(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 14 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 1 of the 14 days is the day after the letter of warning is received.

The grievance procedure is a powerful tool negotiated to assist letter carriers in resolving a wide range of work-related disputes. If you believe your rights have been violated, see your shop steward.

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