LOCAL ORIENTATION PACKAGE

The ARTICLE 15 DISPUTE RESOLUTION PROCESS

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BACKGROUND OF THE ARTICLE 15 DISPUTE RESOLUTION PROCESS

The Problems

NALC and the Postal Service negotiated a new Article 15, Grievance-Arbitration Procedure, in their 2001-2006 National Agreement. This new procedure formally incorporated into the contract the Dispute Resolution Process, a 3-year experiment in improved dispute resolution.

The parties created the new grievance procedure because for many years, NALC-USPS grievances had piled up, clogging the grievance system and delaying decisions, appeals and arbitrations. These backlogs weakened contract compliance, delayed justice for aggrieved letter carriers, and led to much ill will between the parties.

The backlog of unresolved disputes cost both parties large amounts of effort and money. Worse, it had diverted the parties' attention from our shared long-term interests:

- The continued success of the Postal Service, which will require joint efforts toward postal reform and transformation,
- Good and secure jobs for letter carriers, and
- First-rate service to the American people.

The Solutions

Early in 1998 NALC and USPS forged an experimental "revised dispute resolution process" after months of discussions. The parties tested this experimental process in 19 USPS districts around the country for more than two years, beginning in April, 1998. The results were promising and the parties decided to spread the new process nationwide. Given the continued success of the process, the parties decided in 2001 to make it a permanent feature of the NALC-USPS National Agreement.

The current Article 15 institutionalizes the DRP's fundamental improvements in the grievance system:

- **Quicker decisions.** At all steps of the procedure, decisions are quicker than they were under the previous Article 15.
- **Educational decisions.** At Step B, joint NALC-USPS teams are required to compose written decisions that explain clearly the reasons behind their grievance resolutions. The written decisions, sent to both local parties, are designed to educate the parties about contractual rules and how they apply to the particular grievance.
- **More contract compliance.** Quicker and more educational decisions are designed to encourage consistent compliance with the contract. The procedure targets both contractual violations and improper discipline.
- **Fewer frivolous grievances.** Quicker and more educational decisions also result in the filing and appeal of fewer meritless grievances. And better contract compliance leads to fewer grievances overall.
- **Fewer "automatic" denials.** Quicker and more educational decisions tend to minimize the "automatic" denial of grievances, resulting in more serious management consideration of grievances at the earliest steps.
- **Fewer pending disputes and backlogs at all levels.** The current Article 15 grievance procedure will help the parties continue to shrink grievance and arbitration backlogs.
- **A more respectful, calmer labor relationship.** The current procedure has been designed to help reduce the friction and lower the temperature of many local labor-management relationships.

GRIEVANCE PROCEDURE CHART

ARTICLE 15

DISPUTE RESOLUTION PROCESS

Cause of a grievance

Within 14 Days
After Occurrence

Informal Step A Meeting
Employee/Steward and Supervisor

If No Resolution NALC May Initiate Formal Step A Meeting By Sending Joint Step A Form to Postmaster* within 7 Days

Formal Step A Meeting
Branch President* & Postmaster* Meet Within 7 Days of Receipt of Joint Form and
Issue Formal Step A Decision On Same Day

If No Resolution NALC May Appeal to Step B Within 7 Days

Step B Meeting
Dispute Resolution Team
Step B Decision Within 14 Days
After Receipt of Appeal

If Impassed NALC May Appeal to Arbitration within 14 Days

Arbitration
NBA* and Area Manager of H.R.*

Maximum Days**

14

21

28

35

49

63

*Or Designee **Days an appeal is in transit are variable and are not counted here.

UNITED STATES POSTAL SERVICE®

Date Received at Step B *(MM/DD/YYYY)*

USPS-NALC Joint Step A Grievance Form

INFORMAL STEP A — NALC Shop Steward Completes This Section *(See instructions on page 2.)*

1. Grievant's Name *(Last, first, middle initial)*			2. Grievant's Telephone No. *(Include area code)*
3. Seniority Date *(MM/DD/YYYY)*	4 Status *(Check one)* ☐ FT ☐ FTF ☐ PTR ☐ PTF ☐ CCA		5. Grievant's Employee Identification Number (EIN)
6. District, Installation, Work Unit, ZIP Code®			7. Finance No.
8. NALC Branch No.	9. NALC Grievance No.	10. Incident Date *(MM/DD/YYYY)*	11. Date Discussed With Supervisor *(Filing date)*

12a Companion MSPB Appeal? ☐ Yes ☐ No	12b. Companion EEO Appeal? ☐ Yes ☐ No
13a. Supervisor's Printed Name, Initials, and Telephone No.	13b. Steward's Printed Name, Initials, and Telephone No.

FORMAL STEP A — Formal Step A Parties Complete This Section *(See instructions on page 2.)*

14. USPS Grievance No.: Obtain prior to Formal Step A meeting.

15. Issue Statement: Provide contract provision(s) and frame the issue(s).

16. Undisputed Facts: List and attach **all** supporting documents. Use additional paper if necessary. Attachments? ☐ No ☐ Yes Number ____

17. **UNION'S** full, detailed statement of disputed facts and contentions: List and attach **all** supporting documents. Use additional paper if necessary. Attachments? ☐ No ☐ Yes Number ____

18. **MANAGEMENT'S** full, detailed statement of disputed facts and contentions: List and attach **all** supporting documents. Use additional paper if necessary. Attachments? ☐ No ☐ Yes Number ____

19a. Union Representative: Enter the remedy requested by the union.

19b. Settlement Offer: List any settlement offers by either party on page 3.

20. Disposition (*Check one)* ☐ Resolved ☐ Withdrawn ☐ Not Resolved Date of Formal Step A Meeting *(MM/DD/YYYY)*

21a. USPS Representative's Name	21b. Telephone No. *(Include area code)*
21c. USPS Representative's Signature	21d. Date *(MM/DD/YYYY)*
22a. NALC Representative's Name	22b. Telephone No. *(Include area code)*
22c. NALC Representative's Signature	22d. Date *(MM/DD/YYYY)*

Instructions

If the initial filing discussion between the steward (and/or employee) and the supervisor at Informal Step A does not resolve the grievance, the union steward may appeal the grievance by:

- Completing the Informal Step A section at the top of page 1;
- Obtaining the supervisor's initials in Item 13; and
- Forwarding the form along with all supporting documentation available at the time to union and management Formal Step A representatives within 7 days of the discussion.

INFORMAL STEP A — NALC Shop Steward Completes This Section

Item	Explanation
1–9	Self-explanatory. All items are essential.
10	Enter the date when the event causing the grievance occurred or when the employee or union first became aware of the event.
11	Enter the date the employee and/or the union first discussed the grievance with the immediate supervisor at Informal Step A. **This is the Step A filing date.**
12a	Determine whether the grievant has filed an MSPB appeal on the same issue. Indicate "yes" or "no."
12b	Determine whether the grievant has filed an EEO appeal on the same issue. Indicate "yes" or "no."
13a	To be completed by supervisor, whose printed name and initials confirm the date of the Informal Step A discussion.
13b	To be completed by steward, whose printed name and initials confirm the date of the Informal Step A discussion.

FORMAL STEP A — Formal Step A Parties Complete This Section

Item	Explanation
14	Management Representative: Obtain the Grievance Arbitration Tracking System (GATS) number before the Formal Step A meeting. If necessary, call District Labor Relations for assistance. Record GATS number.
15	Frame the issue statement in the form of a question. For example: ▪ Was there just cause for the letter of warning dated 7/15/2011 issued to the grievant for unsatisfactory work performance, and if not, what is the appropriate remedy? ▪ Did management violate Article 8.5.G when the grievant was required to work overtime on 8/15/2011, and if so, what is the appropriate remedy? ▪ List specific contractual or handbook provisions that apply to the grievance. If discipline is involved: ▪ Always indicate the type of discipline (letter of warning, 7-day suspension, indefinite suspension, etc.) in the issue statement. The union steward may write a suggested issue in Item 15 when appealing to Formal Step A. The parties at Formal Step A are responsible for defining the issue as they see fit.
Note:	**If the grievance is resolved at Formal Step A, skip to Item 20, note the principles of the agreement, and complete items 21–22. If the grievance is not resolved at Formal Step A, complete Items 16 through 22.**
16	Management and/or Union Representative: List all relevant facts not in dispute.
17	Union Representative: List any facts in dispute based on your understanding of the facts. Provide concise, descriptive statements outlining the union's position on the grievance.
18	Management Representative: List any facts in dispute based on your understanding of the facts. Provide concise, descriptive statements outlining managements' position on the grievance.
19a	Union Representative: Enter the remedy requested by the union.
19b	Management and/or Union Representative: On page 3, list any settlement offers made at Formal Step A.
20	Management and/or Union Representative: Note whether the case is resolved, withdrawn, or not resolved. If resolved, note the principles of the agreement.
21–22	Formal Step A parties must enter names, telephone numbers, signatures, and date form is completed.

FORMAL STEP A — Formal Step A Parties Complete This Section

19b. Management Settlement Offer *(if any)*

19b. Union Settlement Offer *(if any)*

Formal Step A Parties – Provide Mailing Address

USPS Formal Step A *(Print street, city, state, and ZIP Code®)*

NALC Formal Step A *(Print street, city, state, and ZIP Code)*

NOTE: **If grievance ultimately goes to arbitration, this page MUST be removed from the file prior to submitting the case to the arbitrator.**

ARTICLE 15 GRIEVANCE-ARBITRATION PROCEDURE

15.1 **Section 1. Definition**

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.

Broad Grievance Clause. 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 (see Article 19);
- Alleged violations of other enforceable agreements between NALC and the Postal Service, such as *Building Our Future by Working Together*, and the Joint Statement on Violence and Behavior in the Workplace. In his award in national case Q90N-4F-C 94024977, August 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. (Note: The National parties disagree over the meaning of "administrative duties.")
- Disputes concerning the rights of ill or injured employees, such as claims concerning fitness-for-duty exams, first aid treatment, compliance with the provisions of ELM Section 540 and other regulations concerning OWCP claims. See Step 4 Settlement G90N-4G-C 95026885, January 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 (see Article 5);
- Other complaints relating to wages, hours or conditions of employment.

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 a 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 (see the pre-arbitration settlement H7N-5R-C 26829, April 2, 1982 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 begin 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 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 continuing 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.

15.2 Informal Step A (b)

Informal Step A (b)

(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 him/herself) 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.

15.2 Informal Step A (c)

Informal Step A (c)

(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 (Form PS 8190) and sending it to the installation head or designee along with all supporting documentation available at the time. 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 mail the appeal. Thus, the appeal must be postmarked or signed as received on the seventh day following the Informal 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)

Formal Step A (a)

(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 (see H4N-1E-C28034, 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, 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 Articles 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 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 A step 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 Step A do not establish a precedent unless the parties specifically agree otherwise. 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 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 corrections or additions 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 corrections and additions (See Step 4 Settlement 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 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 the informal or formal Step A and properly included in the 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. 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 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 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 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, below. 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, or 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* at least once each calendar year during the life 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 grievance. However, if the Employer fails to raise the issue of timeliness at Formal Step A, or at the step at which the employee or Union failed to meet the prescribed time limits, whichever is later, such objection to the processing of the grievance is waived.

If management fails to raise the issue of timeliness, in writing, at Formal Step A, or at the step at which the employee or Union failed to meet the prescribed time limits, whichever is later, it waives the right to raise the issue at a later time. Management's obligations depend upon the step at which it asserts the grievance was untimely.

- If management asserts that a grievance is untimely filed at Informal Step A, it must raise the issue in the written Formal Step A decision (because Formal Step A is "later" than Informal Step A) or the objection is waived. It is not sufficient to assert during the Informal Step A meeting that a grievance is untimely.

- If management asserts that a grievance is untimely at Formal Step A or later, it must raise the objection in the written decision at the step at which the time limits were not met.

15.3.C C. Failure by the Employer to schedule a meeting or render a decision in any of the Steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall be deemed to move the grievance to the next Step of the grievance-arbitration procedure.

Warning. Article 15.3.C can easily be misunderstood. It *does not* mean that grievances are automatically appealed if management fails to issue a timely decision. Rather, if management fails to issue a timely decision (unless the parties mutually agree to an extension) the union must appeal the case to the next step within the prescribed time limits if it wishes to pursue the grievance. In cases where management fails to issue a timely decision, the time limits for appeal to the next step are counted from the date management's decision was due.

15.3.D Where **the NBA believes that** grievances involve the same, or substantially similar issues or facts, one such grievance to be selected by the NBA or designee shall be designated the "representative" grievance. **The Area Manager, Labor Relations or designee will determine which, if any, of those grievances will be held for the designated representative case.** If the Step B team **needs** to identify a representative grievance for similar disputes in its jurisdiction, it must forward a copy of the relevant case files to the appropriate NBA. The Step B team will place those grievances on hold only until such time as the NBA **selects**

a representative case and the Area Manager, Labor Relations or designee determines which, if any, of those grievances, are to be held pending resolution of the representative case. Where the NBA determines a representative case will not be selected, the Step B team will process the held grievances within fourteen (14) days of the NBA's decision. If not resolved at Step B, the "representative" grievance may be appealed to arbitration, or the issue may be referred to the parties' national representatives at the Headquarters level in accordance with the provisions of Article 15, Step B (e). A representative case appealed to arbitration will be placed ahead of other contractual appeals on the appropriate arbitration list.

15.3.E **E.** Following resolution **on the merits** of the "representative" grievance, the parties involved in that grievance shall meet at Step B to apply the resolution to the other pending grievances.

Representative Cases. When more than one grievance involves the same or substantially similar issues or facts, the NALC National Business Agents may select one grievance as the "representative" grievance. The ultimate resolution of the "representative" grievance will be applied to the remaining grievances held at Step B in accordance the provisions of this section. In the past, disagreements over the applicability of the resolution of the representative grievance were resolved through the grievance-arbitration procedure. However, effective with the 2006 National Agreement, the parties are committing in advance that the resolution of the representative grievance will be applicable to the pending grievances which have been previously identified as held by the Area Manager of Labor Relations or his/her designee.

15.3.F **F.** It is agreed that in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement, such dispute may be initiated at the national level by the President of the Union. Such a dispute shall be initiated in writing and must specify in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the contention of the Union. Thereafter the parties shall meet at the interpretive step within thirty (30) days in an effort to define the precise issues involved, develop all necessary facts, and reach agreement. Should they fail to agree, 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 such issues. In the event the parties have failed to reach agreement within sixty (60) days of the initiation of the dispute at the interpretive step, the Union then may appeal it to 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.

Article 15.3.F authorizes the NALC National President to file interpretive grievances directly at the national level and specifies the procedure to be used in handling such grievances. Any local grievances filed on a specific interpretive issue pending at the national level shall be held in abeyance at the appropriate level pending resolution of the national interpretive dispute.

15.4.A

Section 4. Arbitration

A. General Provisions

1. A request for arbitration shall be submitted within the specified time limit for appeal.

Article 15.2, Step B provides that Step B impasses may be appealed to arbitration within fourteen days after receipt of the decision.

15.4.A.2

2. No grievance may be arbitrated at the National level except when timely notice of appeal is given the Employer in writing by the National President of the Union. No grievance may be appealed to Regular or Expedited arbitration except when timely notice of appeal is given in writing to the appropriate management official at the Grievance/Arbitration Processing Center by the certified representative of the Union. Such representative shall be certified to appeal grievances by the National President of the Union to the Employer at the National level.

The NALC National Business Agents have been certified as the representatives authorized to appeal cases to regular or expedited arbitration.

15.4.A.3

3. All grievances appealed to arbitration will be placed on the appropriate pending arbitration list in the order in which appealed. The Employer, in consultation with the Union, will be responsible for maintaining appropriate dockets of grievances, as appealed, and for administrative functions necessary to assure efficient scheduling and hearing of cases by arbitrators at all levels.

Article 15.4.A.3 must be read in conjunction with Article 15.5 below, which provides that the efficient functioning of the arbitration procedure is the "joint responsibility" of the parties. The Postal Service handles the purely administrative aspects of arbitration scheduling in accordance with procedures and policies negotiated with the union.

Cancellations. While the Postal Service handles the purely administrative aspects of arbitration scheduling, it *does not* have the unilateral right to cancel an arbitration hearing once it has been scheduled. A September 19, 1989 prearbitration settlement (M-00945, H7N-3A-D 8257) provides that "except as provided under the National Agreement, neither Management nor the Union may unilaterally cancel the hearing of a grievance scheduled for arbitration."

Ex parte communication with an arbitrator is strictly prohibited. *Ex parte* communication is any communication, whether orally or in writing, without the *actual presence or explicit advance concurrence* of the other party. Merely providing the other party with a copy of a communication with an arbitrator (for example with a "cc") does not make an *ex parte* communication permissible. An exception to this rule is communication in the ordinary course of business regarding necessary, routine scheduling matters. In order to underscore the importance of this issue, the parties have agreed to the following Memorandum of Understanding, dated April 11, 1988, M-00815.

Memorandum Of Understanding

The United States Postal Service and the National Association of Letter Carriers, AFL-CIO, agree that in order to maintain the integrity of the arbitral process, the parties and their agents, employees and representatives should avoid the least appearance of impropriety when making contact with an arbitrator. The parties must maintain an arms length relationship with the arbitrator at all times.

Ex parte communication with an arbitrator regarding the merits of a dispute, whether oral or written, shall not be permitted. Whenever it is necessary to contact an arbitrator relative to the merits of a matter in a dispute, the contact must in all instances be made jointly or with the concurrence of both parties. Ex parte communications made in the ordinary course of business regarding necessary, routine scheduling matters are permissible.

Any dispute arising from the constraints of this agreement must be brought to the attention of the parties signing this Agreement at the national level.

If one party's representative decides to close orally, the other party's representative will not be excluded from the hearing during closing arguments (May 1998 preabitration settlement G94N-4G-D 96088399, M-01315).

National Arbitrator Snow held in F94N-4F-D 97049958, January 4, 2000, (C-20301) that the Employer violated the parties' collective bargaining agreement when it engaged in *ex parte* communication with an arbitrator during an *in camera* inspection of evidence in the presence of only the Employer's advocate.

The parties should scrupulously observe the prohibition against *ex parte* communication with an arbitrator. Any violation of these rules should be brought to the immediate attention of the responsible officials (see prearbitration settlement Q94N-4Q-C 99189739, November 19, 2002 M-01472).

15.4.A.4

4. In order to avoid loss of available hearing time, except in National level cases, back-up cases should be scheduled to be heard in the event of late settlement or withdrawal of grievances before hearing. The designated advocates will discuss the scheduled cases at least thirty (30) days prior to

the scheduled hearing date, if possible. In the event that either party withdraws a case less than five (5) days prior to the scheduled arbitration date, and the parties are unable to agree on scheduling another case on that date, the party withdrawing the case shall pay the full costs of the arbitrator for that date. In the event that the parties settle a case or either party withdraws a case five (5) or more days prior to the scheduled arbitration date, the back-up case on the appropriate arbitration list shall be scheduled. If the parties settle a case less than five (5) days prior to the scheduled arbitration date and are unable to agree to schedule another case, the parties shall share the costs of the arbitrator for that date. This paragraph shall not apply to National level arbitration cases.

Article 15.4.A.4 provides back-up cases to avoid the loss of hearing dates. It is administered by the National Business Agents and the Postal Service grievance/arbitration processing center. It requires the parties' designated advocates to discuss scheduled arbitration cases at least thirty days prior to the scheduled hearing date, if possible.

15.4.A.5

5. Arbitration hearings normally will be held during working hours where practical. Employees whose attendance as witnesses is required at hearings during their regular working hours shall be on Employer time when appearing at the hearing, provided the time spent as a witness is part of the employee's regular working hours.

Union witnesses are considered on-the-clock while appearing at an arbitration hearing during their regular working hours. However, National Arbitrator Mittenthal held in H1N-NA-C-7, February 15, 1985 (C-04657), that the Postal Service is not required to pay union witnesses for the time spent traveling to and from arbitration hearings.

15.4.A.6

6. All decisions of an arbitrator will be final and binding. All decisions of arbitrators shall be limited to the terms and provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended, or modified by an arbitrator. Unless otherwise provided in this Article, all costs, fees, and expenses charged by an arbitrator will be shared equally by the parties.

The decisions of arbitrators are final and binding. Arbitration is the last step of the grievance-arbitration procedure and there are no further contractual avenues for management or the union to challenge or appeal an arbitration award. The parties have agreed that filing a grievance for the enforcement of an arbitration award is permitted under Article 15 of the National Agreement.

15.4.A.7

7. All arbitrators on the Regular Panels and the Expedited Panels and on the National Panel shall serve for the term of this Agreement and shall continue to serve for six (6) months after the conclusion of the collective bargaining process for a successor Agreement, unless the parties otherwise mutually agree.

15.4.A.8

8. Arbitrators on the National and on the Regular and Expedited Panels shall be selected by the method agreed upon by the parties at the National Level.

The appointment of arbitrators to serve on the various panels is administered at the national level.

15.4.A.9

9. In any arbitration proceeding in which a Union feels that its interests may be affected, it shall be entitled to intervene and participate in such arbitration proceeding, but it shall be required to share the cost of such arbitration equally with any or all other Union parties to such proceeding. Any dispute as to arbitrability may be submitted to the arbitrator and be determined by such arbitrator. The arbitrator's determination shall be final and binding.

Intervention. This provision gives postal unions the right to intervene in each others' arbitration proceedings if they feel that their interests may be affected. National Arbitrator Britton held in case H4N-4J-C-18504, March 16, 1989 (C-08730), concerning NALC and the NRLCA, that the right of a postal union to intervene in a jurisdictional case is not contingent upon the two unions being signatory to a joint contract.

The NALC, when it has intervened in an area level arbitration case pursuant to the provisions of Article 15, Section 4.A.9, has the right to refer the case to the national level to be handled in accordance with the Interpretive Step procedures (National Arbitrator Snow, Q94N-4Q-C 98062054, January 1, 2000, C-20300).

15.4.B

B. Arbitration - Regular

1. At the Grievance/Arbitration Processing Center three (3) separate lists of cases to be heard in arbitration shall be maintained: (a) one for all removal cases and cases involving suspensions for more than 14 days, (b) one for all cases referred to Expedited Arbitration, and (c) one for all other cases appealed to Regular Arbitration. Separate panels will be established for scheduling (a) removal cases and cases involving suspensions for more than 14 days, (b) for all cases referred to Expedited Arbitration, and (c) for all other cases appealed to Regular Arbitration.

2. Cases will be scheduled for arbitration in the order in which appealed, unless the Union and Employer otherwise agree.

3. Only discipline cases involving suspensions of 14 days or less and those other disputes as may be mutually determined by the parties shall be referred to Expedited Arbitration in accordance with Section C hereof.

4. Cases referred to arbitration, which involve removals or suspensions for more than 14 days, shall be scheduled for hearing at the earliest possible date in the order in which appealed.

As provided by Article 15.4.A.3, the Postal Service is responsible for administrative functions necessary to schedule cases in accordance with Article 15.4.B.1-4.

National Arbitrator Snow held in E94N-4E-D 96075418, April 19, 1999 C-19372, that Article 15.4.B.4 does not preclude an arbitrator from granting a continuance in a removal hearing pending resolution of an underlying disciplinary grievance.

15.4.B.5

5. If either party concludes that a case referred to Regular Arbitration involves an interpretive issue under the National Agreement or some supplement thereto which may be of general application, that party's representative shall request input from their appropriate National Representatives at the Headquarters level. If either party's representative at the Headquarters level determines the case is interpretive, a notice will be sent to the other party. The case will be held pending the outcome of the National interpretive dispute. If both parties' representatives determine the case does not involve an interpretive issue, the case, if already scheduled for arbitration, will be heard before the same arbitrator who was originally scheduled to hear the case. Further, if the hearing had convened, the case will continue at the same stage of arbitration.

Either parties' headquarters representatives may, upon appropriate notice to the other party, initiate an interpretive dispute concerning a grievance referred to regular arbitration. This may be done at any time prior to the issuance of the arbitrator's decision (see National Arbitrator Mittenthal, H8C-4C-C-12764, January 18. 1983, C-00431). The case will be held pending the outcome of the national interpretive dispute. If both parties' headquarters representatives determine the case does not involve an interpretive issue, the case, if already scheduled for arbitration, will be heard before the same arbitrator who was originally scheduled to hear the case. Further, if the hearing had convened, the case will continue at the same stage of arbitration.

It is agreed that either party may place a case appealed to Regional arbitration on hold, pursuant to Article 15.4.B.5 of the 2001-2006 National Agreement, pending the consideration of an interpretive issue by their national representative at any point prior to an arbitrator issuing a writ-

ten decision (Interpretive Step E98N-4E-C-00169070, October 22, 2003, M-01501).

15.4.B.6

6. The arbitrators on each Regular Panel shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties.

7. Normally, there will be no transcripts of arbitration hearings or filing of post-hearing briefs in cases heard in Regular Arbitration, except either party at the National level may request a transcript, and either party at the hearing may request to file a post-hearing brief. However, each party may file a written statement setting forth its understanding of the facts and issues and its argument at the beginning of the hearing and also shall be given an adequate opportunity to present argument at the conclusion of the hearing.

Transcripts. Article 15.4.B.7 prohibits either party to an arbitration from seeking a transcript without notifying the other party in advance at the headquarters level. After receiving such notification, the national office informs the advocate and other interested representatives. If one party requests a transcript, that party bears the full cost, unless the other party requests a copy, in which case the expenses will be shared. By mutual agreement, a copy may be provided to the arbitrator. The cost of the arbitrator's copy is also shared.

Post Hearing Briefs. National Arbitrator Snow held in H4C-3W-C-8590, March 31, 1993 (C-15480), that this section provides each party with the procedural right to file a post-hearing brief after notifying the other party and the arbitrator of its intent to do so.

If one party's representative decides to close orally, the other party's representative will not be excluded from the hearing during closing arguments (May 1998 preabitration settlement G94N-4G-D 96088399, M-01315).

15.4.B.8

8. The arbitrator in any given case should render an award therein within thirty (30) days of the close of the record in the case.

The parties enforce Article 15.4.B.8 by requiring arbitrators to sign a contract before being placed on an arbitration panel. The contract provides for reduced fees to arbitrators if they fail to issue timely awards.

15.4.C

C. Arbitration - Expedited

1. The parties agree to continue the utilization of an expedited arbitration system for disciplinary cases of 14 days suspension or less which do not involve interpretation of the Agreement and for such other cases as the parties may mutually determine. This system

may be utilized by agreement of the Union through its National President or designee and the Vice President, Labor Relations, or designee.

2. If either party concludes that the issues involved are of such complexity or significance as to warrant reference to the Regular Arbitration Panel, that party shall notify the other party of such reference at least seven (7) days prior to the scheduled time for the expedited arbitration.

3. The hearing shall be conducted in accordance with the following:

   a. the hearing shall be informal;

   b. no briefs shall be filed or transcripts made;

   c. there shall be no formal rules of evidence;

   d. the hearing shall normally be completed within one day;

   e. if the arbitrator or the parties mutually conclude at the hearing that the issues involved are of such complexity or significance as to warrant reference to the Regular Arbitration Panel, the case shall be referred to that panel; and

   f. the arbitrator may issue a bench decision at the hearing but in any event shall render a decision within forty-eight (48) hours after conclusion of the hearing. Such decision shall be based on the record before the arbitrator and may include a brief written explanation of the basis for such conclusion. These decisions will not be cited as a precedent. The arbitrator's decision shall be final and binding. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.

4. No decision by a member of the Expedited Panel in such a case shall be regarded as a precedent or be cited in any future proceeding, but otherwise will be a final and binding decision.

The decisions of an expedited arbitrator are final and binding. However, they may not be cited as a precedent.

15.4.D **D. National Level Arbitration**

1. Only cases involving interpretive issues under this Agreement or supplements thereto of general application will be arbitrated at the National level.

2. A docket of cases appealed to arbitration at the National level shall be maintained. The arbitrators on the National Panel shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties. Cases on the docket will be scheduled for arbitration in the order in which appealed, unless the Union and Employer otherwise agree.

15.5 **Section 5. Administration**

The parties recognize their continuing joint responsibility for efficient functioning of the grievance procedure and effective use of arbitration.

Commencing April 1, 1979, and quarterly thereafter, the Employer will furnish to the President of the Union a copy of a quarterly report containing the following information covering operation of the arbitration procedure at the National level, and for each Area separately:

(a) number of cases appealed to arbitration;

(b) number of cases scheduled for hearing;

(c) number of cases heard;

(d) number of scheduled hearing dates, if any, which were not used;

(e) the total number of cases pending but not scheduled at the end of the quarter.

(The preceeding Article, Article 15, shall apply to Transitional Employees.)

[See Memos, pages 173-180]

The Memos are located in the *JCAM*, below.

Administration. Article 15.5 establishes that the efficient functioning of the grievance procedure and effective use of arbitration is the *joint* responsibility and prerogative of the NALC and the Postal Service. Neither party may make unilateral decisions concerning any aspect of the process. As provided by Article 15.4.A.3, the actual administration of the scheduling process, including any necessary correspondence concerning scheduling, is done by the Postal Service in accordance with mutually agreed upon procedures. However, the administrative responsibility for scheduling does not include the right to unilaterally cancel an arbitration date after it has been scheduled (M-00945).

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
THE JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO, and
National Association of Letter Carriers, AFL-CIO)

Re: Processing of Post-Removal Grievances

The parties agree that the processing and/or arbitration of a nondisciplinary grievance is not barred by the final disposition of the removal of the grievant, if that nondisciplinary grievance is not related to the removal action.

(The preceding Memorandum of Understanding, Processing of Post-Removal Grievances, applies to Transitional Employees.)

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO
National Association of Letter Carriers, AFL-CIO)

Re: Processing of Grievances

It is agreed by the United States Postal Service, the National Association of Letters, AFL-CIO; and the American Postal Workers Union, AFL-CIO, that the processing

and/or arbitration of a grievance is not barred by the separation of the grievant, whether such separation is by resignation, retirement, or death.

Date: October 16, 1981.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO

Re: Article 15—Dispute Resolution Process

The NALC **National Business Agents, Area Managers, Labor Relations** and District **Managers** are responsible for ensuring that the Dispute Resolution Process is effective in all ways, including the timeliness of decision-making. All parties are expected to monitor the functioning of the new process and, generally, to assume a proactive role regarding the labor/management relationship. In the event the **National Business Agent and District Manager or Area Manager, Labor Relations** are unable to resolve any differences, the issue will be referred to the national parties for resolution, an event which is expected to be an infrequent occurrence. To facilitate this oversight responsibility, Step B Teams should copy both their respective **National Business Agent** and Area Manager, Labor Relations on all decisions.

Additionally, in any district where there are more cases pending arbitration than can be arbitrated in a timely manner using the existing arbitration scheduling process, the appropriate Area Manager, Labor Relations and **National Business Agent** are responsible for ensuring an ongoing review of the backlogged cases in an effort to settle cases, select representative cases, reduce the backlog, and provide direction to the local parties.

The primary role of the Step B Dispute Resolution Team is to decide the grievance presented to them and to communicate the basis for the decision to the parties at Step A, using a format agreed upon at the national level. Additionally, with the joint concurrence of the District Manager and **National Business Agent,** the Teams may be called upon to provide training and other assistance to the local parties. The national parties encourage the use of the Step B **Dispute Resolution** Teams to provide contract training throughout the district, especially when grievance activity suggests a lack of understanding of contract application or local responsibilities to address disputes in a timely manner. As noted above, however, the primary role of the Step B Dispute Resolution Team is to process and resolve disputes. No other secondary activities should be undertaken if the timely processing of grievances is negatively impacted.

The Step B Dispute Resolution Team (and back-up team) will be made up of one management representative and one union representative. Although the Postal Service and the NALC will each determine their own method of selection for Step B representatives, it is anticipated that the **National Business Agents** and District Managers **will** discuss their separate recommendations for appointment to the **Step B** Dispute Resolution Teams prior to submitting recommendations.

Back-up Step B representatives will be designated for each Step B **Dispute Resolution** Team to provide coverage for vacations or other lengthy absences or, when warranted by the workload, to ensure timely grievance processing. Back-up teams also may be effectively utilized to provide training or such other assistance as may be agreed upon by the District Manager and **National Business Agent**.

The Step B Dispute Resolution Team is responsible to track and monitor its Step B workload. When the Step B Dispute Resolution Team believes its current workload exceeds its ability to render Step B decisions in a timely manner (within four-

teen days of receipt of the Step B appeal), the Step B Dispute Resolution Team will contact the Area Manager, Labor Relations and the National Business Agent jointly.

The National Business Agent and the Area Manager, Labor Relations will determine jointly whether there is a need to activate back-up Step B representatives to address a backlog. If back-up activation is necessary the Area Manager, Labor Relations and the National Business Agent will determine the most efficient and effective way to ensure timely Step B processing. They will either:

1. Activate the back-up Step B Dispute Resolution Team without undue delay, normally within 48 hours, subject to availability. The back-up team will remain activated until the backlog is eliminated. For this purpose, "availability" means certified, employed by the Postal Service and fit for duty consistent with the provisions of this MOU.

2. Send Step B appeals to another primary Step B Dispute Resolution Team under the jurisdiction of the Area Manager, Labor Relations and the National Business Agent if they determine that this Step B Dispute Resolution Team can handle the workload without causing the team's regular work to become untimely. If the National Business Agent and the Area Manager, Labor Relations do not agree that another primary Step B Dispute Resolution Team under their jurisdiction can handle the additional work without becoming untimely, the back-up team will be activated as provided above.

In the event the National Business Agent and the Area Manager, Labor Relations determine neither the back-up team nor another primary Step B Dispute Resolution Team under their jurisdiction is available for this additional work based on the above, the Area Manager, Labor Relations and the National Business Agent will activate another back-up Step B Dispute Resolution Team under their jurisdiction until the backlog is cleared.

If the National Business Agent and the Area Manager, Labor Relations are unable to identify a primary or back-up Step B Dispute Resolution Team for this work, they will promptly contact and fully inform their respective parties at the headquarters level.

In the interest of providing stability and developing expertise, the parties expect that Step B representatives will serve for no less than 2 to 3 years, absent special circumstances such as retirement, promotion, relocation, decertification, etc.

Replacement or removal of any Step B representative from Step B duties prior to fulfillment of this expectation will be discussed in advance by the parties at the headquarters level.

Step B representatives will undergo a joint comprehensive training and certification program. Training and certification of Step B representatives (including back-up Step B representatives) is required before Step B representatives may assume their duties. The national parties are jointly responsible for both the content and the delivery of the training and will meet at least once each calendar year to discuss training needs and schedule training sessions, if needed. The NALC and the Postal Service reserve the right to certify their respective nominees to serve as Step B representatives.

Step B **Dispute Resolution** Teams are responsible for issuing decisions that are fair and consistent with the contract and the Joint Contract Administration Manual (JCAM), and written in a manner that is both educational and informative. The national parties encourage the Step B **Dispute Resolution** Teams to jointly respond to questions concerning the proper interpretation or application of their decisions.

Step B teams are not responsible for building the grievance file. It is the responsibility of the parties at Step A to exchange documentary evidence and place copies in the file. If, however, a file lacking proper documentation is received, the grievance should be remanded to the local level, or the Step B **Dispute Resolution** Team should jointly call the local parties with a request for the submission of specific information within a spe-

cific timeframe, whichever is more effective. The primary responsibility of the Step B team is making timely decisions on the merits of disputes.

Step B representatives will not be involved in arbitrations or other hearings involving letter carriers except as jointly approved by the **Area** Manager, Labor Relations and **National Business Agent.**

Step B representatives may not be subjected to instruction or coercion while carrying out their duties.

Unless alternate arrangements are agreed upon by the District Manager and **National Business Agent**, the Step B **Dispute Resolution** Teams will work at the District office. If the District Manager and the **National Business Agent** agree to use an alternate location, any additional expenses will be shared equally by the local parties. The **Step B** Dispute Resolution Teams should be provided suitable office space, clerical support as typically provided in that office, a telephone, and computers with CD-ROM, and such other support as may be needed to perform their assignments.

Concerns about the performance of a Step B representative may be forwarded to the national level by either the **Area** Manager, **Labor Relations** or the **National Business Agent**. When this occurs, the Vice President, Labor Relations, and the National President, NALC, or their designees, will review relevant evidence and determine jointly whether the subject of the complaint should be decertified from Step B responsibilities. In the event the parties are unable to agree on the issue of decertification, the matter will be submitted to mediation.

If a Step B representative's original duty assignment becomes a holddown assignment, the NALC will not seek the conversion of a PTF employee to full-time as a consequence of a PTF serving in that assignment and meeting the maximization criteria of Article 7.3.C or the Memorandum on Maximization.

Removal actions, subject to the thirty (30) day notification period in Article 16.5 of the National Agreement, will be deferred until after the Step B decision has been rendered, or fourteen (14) days after the appeal is received at Step B, whichever comes first, except for those removals involving allegations of crime, violence, or intoxication or cases where retaining the employee on duty may result in damage to postal property, loss of mails, or funds, or where the employee may be injurious to self or others, pursuant to Article 16.6 and 16.7.

The national parties will update the current JCAM at least once each calendar year during the life of the National Agreement.

Date: September 11, 2007

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO

Re: Article 15—lntervention Process

The parties mutually agree that the continued nationwide success of the Dispute Resolution Process (DRP) is dependent on the successful operation of the process in each district. In keeping with our mutual oversight responsibility, we agree to establish a Task Force on Process Intervention for the purpose of assisting the local parties when the need arises.

The national parties recognize that when the DRP in a district is not meeting expectations of timely responses, appropriate resolution rates, educational and contractually compliant grievance decisions, there may be a need for some form of intervention from the offices of the NBA and area Labor Relations. To provide joint guidelines for such activity, the Task Force on Process Intervention will formulate the various triggering criteria indicating a need for intervention, and evaluate and recommend various options of process intervention for use based on circumstances.

The Task Force will be comprised of three members from the NALC and three from the Postal Service. The national parties will convene to discuss Process Intervention within sixty (60) days of the signing of the 2001 National Agreement. The Task Force will report to the NALC President and USPS Vice President, Labor Relations, or designees. A final report will be issued not later than one year from the date this memorandum is signed.

Date: April 25, 2002

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS
UNION, AFL-CIO

Re: Arbitration Task Force

The parties have a shared interest in reducing the cost and improving the efficiency of the arbitration process. Therefore, it is agreed to establish a national level Task Force to evaluate the impact of modifying the manner by which we handle the arbitration process to achieve our goals of reduced cost and improved efficiency.

The Task Force will consist of three members appointed by the NALC and three members appointed by the Postal Service. The Task Force is authorized to test alternate methods of administering the arbitration process, to include the following: district arbitration panels, a centralized scheduling center, and the procedures used to hire and compensate arbitrators. The Task Force is prohibited from implementing any test on any of these components without the agreement of the NALC President and the Vice President of Labor Relations.

The Task Force will function during the term of the 2006 National Agreement. The Task Force will provide reports and recommendations to the NALC President and the Vice President, Labor Relations, or their designees on a quarterly basis.

Date: September 11, 2007

USPS-NALC JOINT STATEMENT OF EXPECTATIONS

The parties at the national level commit to the following principles of conduct when addressing disputes under Article 15 of the National Agreement. We believe these principles are essential to the effectiveness of any dispute resolution process as well as effective working relationships between the union and management. Our expectation is that these principles will guide union and management representatives at all levels of the organization.

- We will do our best to understand and respect each other's roles, responsibilities, interests, and challenges.
- We will make every effort to establish and maintain a more constructive, and cooperative working relationship between union and management at all levels of the organization by promoting integrity, professionalism, and fairness in our dealings with each other.
- We are committed to honoring our labor contract and the specific rights and responsibilities of the parties set forth therein.
- We will work together to prevent contract violations through communication, training, and good faith efforts to anticipate workplace problems and resolve disputes in a timely manner.
- We are committed to eliminating abuses of our grievance-arbitration procedure, such as the filing of unwarranted grievances to clog the system or a refusal to resolve grievances even where there are no legitimate differences of opinion between the parties.
- We are committed to mutual and joint efforts to improve the workplace environment and to improve the overall performance of the Postal Service.
- We will make every effort to resolve our disputes in a professional manner and to avoid any unnecessary escalation of disputes which may adversely impact adherence to the above principles or adversely influence union-management relationships at other levels of the organization.

John E. Potter
Postmaster General,
Chief Executive Officer
U.S. Postal Service

William H. Young
President
National Association of Letter Carriers, AFL-CIO

Patrick R. Donahoe
Chief Operating Officer &
Executive Vice President
U.S. Postal Service

July 2003