

# HOW TO BUILD GRIEVANCE FILE

How to step by step





# CONTENTS OF A SOLID FILE

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- PS form 8190
- Union grievance
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- Steward certification





**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) <b>Wells, Tawn, D.</b>			2. Grievant's Telephone No. (Include area code) <b>276-340-0505</b>	
3. Seniority Date (MM/DD/YYYY) <b>04/21/2021</b>	4. Status (Check one) <input checked="" type="checkbox"/> FT <input type="checkbox"/> FTF <input type="checkbox"/> PTR <input type="checkbox"/> PTF <input type="checkbox"/> CCA		5. Grievant's Employee Identification Number (EIN) <b>0475121</b>	
6. District, Installation, Work Unit, ZIP Code® <b>NC, Asheville, W. AVL . 28801</b>			7. Finance No. <b>036-0307</b>	
8. NALC Branch No. <b>248</b>	9. NALC Grievance No. <b>06-24-TW-1</b>	10. Incident Date (MM/DD/YYYY) <b>01/02/2024</b>	11. Date Discussed With Supervisor (Filing date) <b>01/09/2024</b>	
12a. Companion MSPB Appeal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		12b. Companion EEO Appeal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
13a. Supervisor's Printed Name, Initials, and Telephone No.		13b. Steward's Printed Name, Initials, and Telephone No. <b>Tawn Wells, T.W &amp; 276-340-0505</b>		

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

BRANCH CASE NO. \_\_\_\_\_

GATS NO. \_\_\_\_\_

BRANCH \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ GRIEVANT'S NAME \_\_\_\_\_

**DATES OF MEETINGS, DECISIONS AND APPEALS**

INFORMAL STEP A MEETING \_\_\_\_\_

APPEAL TO FORMAL STEP A \_\_\_\_\_

FORMAL STEP A MEETING \_\_\_\_\_

FORMAL STEP A DECISION \_\_\_\_\_ (if extension)

ADDITIONS AND CORRECTIONS \_\_\_\_\_ (if filed)

APPEAL TO STEP B \_\_\_\_\_

STEP B DECISION \_\_\_\_\_

☐ Resolved

☐ Remanded

☐ Held Pending Regional Case No. \_\_\_\_\_

☐ Held Pending National Case No. \_\_\_\_\_

☐ Held Pending Interpretive Step

☐ Impassed

Appeal to Arbitration \_\_\_\_\_



**National Association of  
Letter Carriers**

100 Indiana Ave. NW, Washington, DC 20001-2144  
202.393.4695 [www.nalc.org](http://www.nalc.org)



## Grievance Procedure Chart

### Article 15 Dispute Resolution Process



#### Cause of a grievance

Within 14 days  
after occurrence

Maximum  
Days\*\*



#### Informal Step A Meeting

Employee/Steward and Supervisor

14

If no resolution NALC may initiate Formal Step A Meeting by sending  
Joint Step A Form along with all relevant documents shared and  
discussed at the Informal Step A meeting to Postmaster\* within 7 days

21

#### Formal Step A Meeting

Branch President\* and Postmaster\* meet within 7 days  
of receipt of Joint Step A Form  
and issue Formal Step A Decision on same day

28

If no resolution NALC may appeal  
to Step B within 7 days

35

#### Step B Meeting

Dispute Resolution Team

Step B Decision within 14 days  
after receipt of Appeal

49

If impasse  
NALC may appeal to Arbitration

63

#### Arbitration

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

\*Or designee

\*\*Days an appeal is in transit are variable and are not counted

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NORTH CAROLINA STATE ASSOCIATION OF LETTER CARRIERS  
NATIONAL ASSOCIATION OF LETTER CARRIERS  
BRANCH 248

To: Supervisor, U.S. Postal Service

Date: \_\_\_\_\_

From: Union Representative

Name: \_\_\_\_\_

Pursuant to Article XVII, Section 3 of the National Agreement, I hereby make a request for official time to engage in Union activities under the terms of Collective Bargaining.

The investigation relates to \_\_\_\_\_

The items requested and reasons are to:

- ☐ Determine whether a grievance exists.
- ☐ To obtain information in support of a grievance.
- ☐ I am investigating a grievance.
- ☐ Step 1 Meeting
- ☐ To reduce to writing a grievance appeal to the next step.

A reasonable amount of time is requested to review, to interview, and to discuss the problem. I anticipate it will require approximately:

- ☐ Less than 10 minutes.
- ☐ 10 - 20 minutes.
- ☐ 20 - 30 minutes.
- ☐ 30 - 45 minutes.
- ☐ 1 hour or more.
- ☐ Additional time may be requested.

It will be necessary to interview the following: \_\_\_\_\_

The items, documents, files and records required are: \_\_\_\_\_

☐ (Check if Copies Required) \_\_\_\_\_

☐ All Records Relied Upon In This Decision For Discipline (Discipline Cases Only)

I would like to begin my investigation at \_\_\_\_\_ hour on \_\_\_\_\_ 20 \_\_\_\_\_

However, if that is not possible, please enter the date and time I may begin:

\_\_\_\_\_ hour. Date: \_\_\_\_\_

This request was presented to the Supervisor at \_\_\_\_\_ hours on

\_\_\_\_\_, 20\_\_\_\_. Supervisor's initials \_\_\_\_\_ Date: \_\_\_\_\_

Branch # 248  
NALC



Original to Management  
Copy for Union (Page 2)



**Informal Step A Grievance Settlement****Date:** 10/20/2023**Grievance #** BR-23-TW-2**Grievant:** CLASS**Installation:** BREVARD PO**Settlement:**

It is mutually agreed between the Union and management that management agrees to **cease and desist** from violating article 7.2 by crossing crafts in a non-emergency situation. Also, to cease and desist from violating article 8 of the national agreement in particular the letter carrier paragraph.

For future compliance the following grievant will be compensated at a half rate of pay for the hours worked in excess of 8 with a cca available to carry the overtime.

Koba, R. \$18

For future compliance the following grievant will be compensated at half of rate of pay for all hours worked in the rural craft (6.98) with an additional Non-compliance of 20 dollars.

Neese, A. \$87

Also the CCA Neese shall be compensated for the amount of time he would have worked if he was given the .98 clicks of overtime in accordance with the Letter carrier Paragraph.

Neese, A. \$19

Total for NEESE, A. \$106

**Threats coercion or intimidation did not induce this resolution. The foregoing is the complete understanding of the parties and is accepted as a complete settlement of this grievance.**

**NON-PRECEDENT SETTING**\_\_\_\_\_  
**NALC**\_\_\_\_\_  
**Date**\_\_\_\_\_  
**USPS**\_\_\_\_\_  
**Date**



NORTH CAROLINA LETTER CARRIERS  
NALC BRANCH 248

MUTUAL TIME  
LIMIT EXTENTION

It is hereby agreed to extend the time limits for processing the following grievance at  
Step \_\_\_\_\_.

GRIEVANCE # \_\_\_\_\_

NATURE OF GRIEVANCE: \_\_\_\_\_  
(LOW, Suspension, Removal, Contract Article #)

DATE OF VIOLATION: \_\_\_\_\_

CHECK ONE

EXTENDED FOR ☐ 5 DAYS

☐ 10 DAYS

☐ 30 DAYS

☐ LONGER (specify length of time) \_\_\_\_\_

\_\_\_\_\_  
UNION OFFICIAL (PRINT NAME)

\_\_\_\_\_  
MANAGEMENT OFFICIAL (PRINT NAME)

\_\_\_\_\_  
UNION OFFICIAL (SIGN) (DATE)

\_\_\_\_\_  
MANAGEMENT OFFICIAL (SIGN) (DATE)

RETAIN THE ORIGINAL COPY IN THE GRIEVANCE FILE



# NALC

**National Association  
of Letter Carriers**

1101 Northchase Parkway SE, Suite 3, Marietta, GA 30067

678-942-5295

October 23, 2023

**CLIFF E. DAVIDSON JR.**  
National Business Agent  
NALC Region 9

**BRIAN L. RENFROE**  
President

**PAUL BARNER**  
Executive Vice President

**JAMES D. HENRY**  
Vice President

**NICOLE RHINE**  
Secretary-Treasurer

**MACK I. JULION**  
Asst. Secretary-Treasurer

**CHRISTOPHER JACKSON**  
Director, City Delivery

**MANUEL L. PERALTA JR.**  
Director, Safety & Health

**DAN TOTH**  
Director, Retired Members

**JAMES W. "JIM" YATES**  
Director, Life Insurance

**STEPHANIE STEWART**  
Director, Health Benefit Plan

**BOARD OF TRUSTEES:**  
**LARRY BROWN JR.**  
Chairman  
**SANDRA D. LAEMMEL**  
**CHARLES P. HEEGE**

Jill Miniard, Director  
Field Labor Relations - Atlantic Area Office  
201 East Patrick Street., 2nd Floor A19  
Frederick, MD 21701-9998

**RE: Ben Vess**  
**Outside Steward**

Dear Mrs. Miniard,

In accordance with Article 17, Section 2.D of the National Agreement, Ben Vess, Marion, NC, is designated as an outside steward in Asheville, NC for the purpose of, processing, filing, and presenting the following grievance in that facility:

- 01-23-TW-14

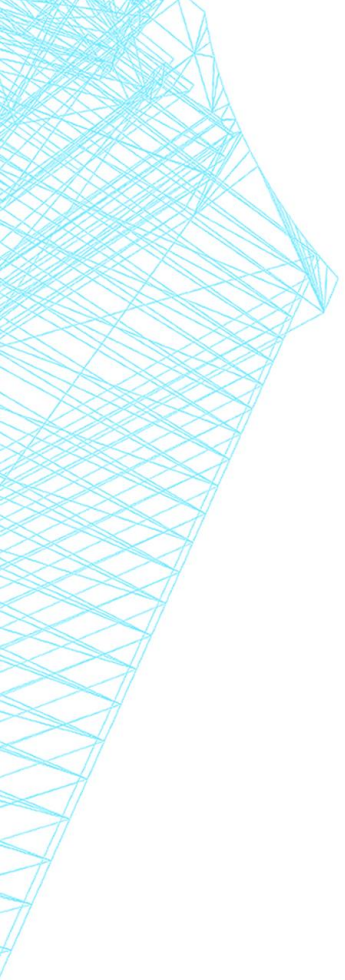
Mr. Vess will be in contact with management in Asheville, NC to indicate a time and the necessary materials and/or personnel that must be made available to them so they can conduct their investigations and interviews should that become necessary.

This certification will remain in effect until further notice.

If you have any questions regarding this matter, please contact me.

Sincerely,

Cliff E. "Eddie" Davidson, Jr.



## **Formal Step A Appeal**

**Date:**

**Grievance #:**

**Grievant:**

**Informal Step A Meeting:**

**Formal A Appeal:**

**Formal A Representative:**

In accordance with Article 15 of the National Agreement. I am requesting a Formal Step A Meeting for the above grievances. Please provide a GATS #. Please contact me at 276-340-0505 WITHIN SEVEN DAYS to schedule a meeting.

Thank You!

Tavon Wells  
President  
NALC Branch 248





# ISSUE STATEMENT

- Block 15 PS 8190 (an attachment from the corresponding block)
- Article(s) violated?
- What station?
- Date of violation?
- Should be in the form of a question
- 2 parts second part should state what is the appropriate remedy

**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.

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

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# UNDISPUTED FACTS

- Block 16
- Management must agree
- Common facts
  - FTR-CCA
  - ODL-WA-NO
  - Steward in office
  - Seniority date
  - Authorized or unauthorized OT

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

---



# DISPUTED FACTS & CONTENTIONS

- Block 17 PS form 8190
- Cities from JCAM,NA, handbooks and manuals
- All evidence
  - Oral testimony
  - Documentary

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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 \_\_\_\_





# REMEDY

- Block 19a
- Make whole remedy
- DON'T BE PUNITIVE
- Prove why are how it will make the grievant whole
- Always add “or whatever Step B or an arbitrator deems necessary”

---

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

---

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

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

Did management violate Article 17, Section 4 of the National Agreement at the **[Station/Post Office]** by failing to provide paid grievance handling time, and if so, what should the remedy be?

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

#### Facts:

1. Union representative **[name]** submitted a request(s) for paid grievance handling time to investigate and process local grievance **[grievance #(s)]** to manager/supervisor **[name]** on **[date(s)]**. This fact is documented in the case file with \_\_\_\_\_.
2. Management at the **[Station/Post Office]** failed to provide paid grievance handling time during working hours.
3. Union representative **[name]** spent **[# hour(s)/min(s)]** processing local grievance(s) **[grievance #(s)]** off the clock on **[date(s)]**. This fact is documented in the case file with \_\_\_\_\_.
4. Union representative **[name]** spent **[# hour(s)/min(s)]** processing different local grievance(s) **[grievance #(s)]** and/or performing other steward duties **[name them]** on-the-clock. This fact is documented in the case file with \_\_\_\_\_.
5. Article 17, Section 3 of the National Agreement states in relevant part:

#### **Section 3. Rights of Stewards**

*When it is necessary for a steward to leave his/her work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, the steward shall request permission from the immediate supervisor and such request shall not be unreasonably denied.*

6. Article 17 of the JCAM explains:

**Steward Rights.** Article 17.3 & 17.4 establish several steward rights:

- *The right to investigate and adjust grievances and problems that may become grievances;*
- *The right to paid time to conduct those activities;*
- *The right to obtain management information;*
- *Superseniority concerning being involuntarily transferred;*
- *An employee's right to steward representation during an Inspection Service interrogation.*

7. Article 17, Section 4 of the National Agreement states in relevant part:

#### **Section 4. Payment of Stewards**

*The Employer will authorize payment only under the following conditions:*

*Grievances—Informal and Formal Step A: The aggrieved and one Union steward (only as permitted under the formula in Section 2.a) for time actually spent in grievance handling, including investigation and meetings with the Employer. The Employer will also compensate a steward for the time reasonably necessary to write a grievance.*

8. Article 17 of the JCAM explains:

*A steward has the right to conduct all such activities on the clock (see Below)*

**Right to Steward Time on the Clock.** *Although a steward must ask for supervisory permission to leave his or her work area or enter another one to pursue a grievance or potential grievance, management cannot "unreasonably deny" requests for paid grievance-handling time.*

### Contentions:

1. Management violated Article 17, Sections 3 & 4 of the National Agreement by failing to provide paid grievance handling time.
2. Management unreasonably denied the requested grievance handling time requiring the grievant to complete the processing of the grievance(s) off the clock to maintain the contractually established timelines for filing a grievance as set forth in Article 15 of the National Agreement.
3. Any argument that management may make claiming this grievance handling time was provided is simply not true. All grievance handling time on-the-clock is documented within the case file as time spent working on other grievances/steward duties.
4. Article 17 of the JCAM explains:

*The appropriate remedy in a case where management has unreasonably denied a steward time on the clock is an order or agreement to cease and desist, plus payment to the steward for the time spent processing the grievance off-the-clock which should have been paid time*

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

1. Management cease and desist failing to provide paid grievance handling time in violation of Article 17 of the National Agreement.
2. That management pay union representative **[name]**, **[hours/mins]** at the appropriate rate of pay or a lump sum payment of **[amount]** for the time spent processing local grievance(s) **[grievance #(s)]** off-the-clock.
3. That all payments associated with this case be made as soon as administratively possible, but no later than 30 days from the date of settlement.
4. That proof of payment be provided to **[NALC Official]** upon payment, and/or any other remedy the Step B team or an arbitrator deems appropriate.

### Add the following issue statement, facts, contentions, and remedy request if we can prove the violation is repetitive:

#### Issue Statement:

Did management violate Article 15, Section 3.A of the National Agreement along with policy letter M-01517 by failing to comply with the prior Step B decisions or local grievance settlements in the case file, and if so, what should the remedy be?

#### Facts:

1. Article 15, Section 3.A of the National Agreement states in relevant part:

*The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in resolution of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end.*

2. M-01517 states in part:

*Compliance with arbitration awards and grievance settlements is not optional. No manager or supervisor has the authority to ignore or override an arbitrator's award or a signed grievance settlement. Steps to comply with arbitration awards and grievance settlements should be taken in a timely manner to avoid the perception of non-compliance, and those steps should be documented.*

3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist failing to provide paid grievance handling time at the **[Station/Post Office]**.

#### Contentions:

1. Management violated Article 15, Section 3.A of the National Agreement and M-01517 by failing to abide by the previous Step B decisions/local grievance settlements in the case file. When management violates contractual provisions despite being instructed/agreeing to cease and desist these violations, they have failed to bargain in good faith.
2. The Union contends that Management has had prior cease and desist directives to stop failing to provide paid grievance handling time at the **[Station/Post Office]**.