

COMPLIANCE & ENFORCEMENT STRATEGY BOOK

JUSTICE REMEDIES FOR USPS' REFUSAL TO COMPLY

With

**Grievances and Labor Management Settlements,
Arbitration Awards & Continuing Violations**

A Study in Strategies and Tactics

BY

JEFF KEHLERT

National Business Agent
American Postal Workers Union



The National Convention – Orlando, Florida

August 2016

#22 in The Strategy Book Series and #2 in The Multi-Grievance Initiative

DEDICATION

*To the Members, Shop Stewards and
Officers of the American Postal Workers Union:*

*I am eternally grateful to all of you
for allowing me the privilege to serve.*

ACKNOWLEDGEMENTS

My thanks to National Business Agents
John Louis Jackson, Jr. & Robert Romanowski and to
Providence RI Area Local President Ann Albro-Mathieu
for their review and suggestions in the production of this,
my last Strategy Book as a National Business Agent.

TABLE OF CONTENTS

DEDICATION	1
ACKNOWLEDGEMENT	2
TABLE OF CONTENTS.....	3
INTRODUCTION.....	4
BACKGROUND AND PURPOSE	5
THE COLLECTIVE BARGAINING AGREEMENT	6
THE JCIM	8
THE EMPLOYEE & LABOR RELATIONS MANUAL	9
POSTMASTER GENERAL DIRECTIVE.....	10
OVERVIEW:	
THE ISSUES, THE ARGUMENTS & THE MULTI-GRIEVANCE INITIATIVE	11
THE ARBITRATORS	25
IN CONCLUSION	32

INTRODUCTION

This book, the latest – and number 22 – in the ongoing Strategy Books 'series' addresses the very serious and increasingly widespread problem of blatant United States Postal Service refusal to comply with grievance settlements, negotiated Labor Management agreements and arbitration decisions.

It is evident that the USPS has a clear and intentional agenda of delay, diversion and outright refusal when there are remedies won by the Union or agreements made between the APWU and USPS.

Although there are numerous directives from USPS Headquarters "requiring" and "insisting upon" compliance with grievance resolutions, Labor Management agreements and Arbitrator's decisions, the stark reality for many, many Locals and State Unions is that District Managers, POOMS/MPOOS, Postmasters, Plant Managers, MDOs and management at all levels in the field either delay implementation/payment for remedies as long as possible or are responsible for outright refusal to implement/pay those remedies.

From the USPS in Washington DC we receive rhetorical assurances and empty promises regarding 'commitment to compliance'. We hear, 'there is no dispute with the APWU at this level' or 'we are fully committed to the letter and intent of resolution at the HQs level'. Yet, in far too many instances, no orders or directives, guidelines or even suggestions are sent from the USPS at HQs to the field offices and persons responsible for compliance and those guilty of non-compliance. Simply put, our history has been that there has in the past been neither any initiative nor any bona fide action by the USPS in DC to 'force the field' to comply with settlements and awards.

To combat these most serious United States Postal Service acts directly against the Membership and our Union, this book utilizes, for the first time, the multi-grievance strategy. When deployed, the multi-grievance initiative will bring increasing pressures to bear against an employer who harbors and promotes a climate of Article 15 non-compliance and grievance/arbitration enforcement ignorance.

Past history has also clearly shown us that, with every new CBA and the inevitable Q's & A's, MOUs and Understandings which will spring from that Contract, we will experience a new wave of USPS' refusal to comply with clear language and what has been agreed upon. Even as APWU Headquarters' efforts and initiatives have been launched and are re-launched for compliance and CBA adherence, Locals and States must be empowered with the tools necessary to make USPS non-compliance economically and practically not feasible.

An additional strategic pressure approach on USPS' failures and refusals to comply/implement is necessary. Even if the USPS does – eventually – decide, "OK we will comply", that decision will, most likely come weeks, months or even longer after the agreement(s) was signed or the arbitration award is given. The USPS cannot – must not – be permitted to comply when they want – and only – when they want to!!

Additional remedies for such delays are necessary as remedial and deterrent UNION responses so the USPS knows we will not accept their non-compliance, and so that our Membership sees the APWU fighting for that which the Members are already entitled under our Contract.

It is my firm belief that the strategies contained on the following pages will place great pressure on the United States Postal Service's continuance of its unwritten non-compliance policy and will empower the Locals and States to successfully go toe-to-toe with a compliant refusal USPS. And, as we incrementally increase the remedial remedies we will make it more difficult for the Postal Service to fall back upon obtaining lesser, negotiated remedies for their continued refusals to comply.

If you have any questions about this or any of the other Books in the Strategy Series, please contact me.

Yours in Unionism,

Jeff Kehlert
National Business Agent
American Postal Workers Union

BACKGROUND AND PURPOSE

We know that the USPS often ignores or refuses to implement its obligations, that is, the grievance settlements, Labor Management agreements and decisions of arbitrators. The postal service also supports and perpetuates continuing violations.

Filing a single grievance crying for USPS' already required compliance will, in all likelihood, attract little attention much less make the USPS take serious notice and required action.

Only through multiple, related subject grievance filings – with said filings being regularly repeated – will the USPS be presented with the incentives necessary to force its attention and compliance.

And, as in the case of a failure to properly revert under Article 37 which results in additional remedies commensurate with the nature and length of delay in the posting, USPS failure/refusal to comply also requires additional remedies based upon the nature and length of delay. In short, the longer the USPS stalls the more substantial must be our insisted upon remedial remedies. And, the longer the USPS stalls the more numerous and frequent must be the related grievances that are filed.

Each filed grievance must also be fully investigated with RFIs, statements, interviews, etc. Short cuts in grievance investigative processing by the APWU amount to discounts to USPS' costs created by their non-compliance violations. We must make every effort to maximize – not minimize – our processing and investigative time – on the USPS' clock. The time spent to file multiple subject grievances related to a USPS refusal/failure to comply along with repeated, regular follow-up grievances will provide much needed incentive to the USPS to not only comply with the issue at hand but also will result in additional corrective remedies. Deterrents against such USPS' abuse of Article 15 in the future will also be a bona fide benefit.

When the USPS violates its obligations to comply they must pay with additional requested and remedial remedies, and they must pay for the protracted and detailed necessary processing of these non-compliance related grievances.

THE COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1 UNION RECOGNITION

Section 1. Union

The Employer recognizes the Union designated below as the exclusive bargaining representative of all employees in the bargaining unit for which each has been recognized and certified at the national level:

American Postal Workers Union, AFL-CIO — Maintenance Employees

American Postal Workers Union, AFL-CIO — Motor Vehicle Employees

American Postal Workers Union, AFL-CIO — Postal Clerks

– The Special Delivery Messengers were merged into the Clerk Craft by Memorandum of Understanding dated November 20, 1997.

American Postal Workers Union, AFL-CIO — Mail Equipment Shops Employees

American Postal Workers Union, AFL-CIO — Material Distribution Centers Employees

American Postal Workers Union, AFL-CIO — Operating Services and Facilities Services Employees

ARTICLE 5 PROHIBITION OF UNILATERAL ACTION

The Employer will not take any actions affecting wages, hours and other terms and conditions of employment as defined in Section 8(d) of the National Labor Relations Act which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

ARTICLE 14 SAFETY AND HEALTH

Section 1. Responsibilities

It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility.

ARTICLE 15 GRIEVANCE-ARBITRATION PROCEDURE

Section 4. Grievance Procedure — General

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

Every effort shall be made to ensure timely compliance and payment of monetary grievance settlements and arbitration awards.

Section 5. Arbitration

A. General Provisions

All decisions of an arbitrator will be final and binding.

ARTICLE 19 HANDBOOKS AND MANUALS

Section 1. General

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper's Instructions.

THE JCIM

ARTICLE 1 UNION RECOGNITION

Article 1.1 Exclusive Bargaining Representative

Article 1.1 reflects that the American Postal Workers Union (APWU) is the exclusive bargaining representative of all clerks, maintenance, motor vehicle, and material support unit employees.

ARTICLE 5 PROHIBITION OF UNILATERAL ACTION

Management is prohibited from taking any unilateral action inconsistent with the terms of the existing agreement or its obligations under law. Section 8(d) of the National Labor Relations Act prohibits an employer from making unilateral changes in wages, hours or working conditions during the term of a collective bargaining agreement.

ARTICLE 14 SAFETY AND HEALTH

Article 14.1 – *RESPONSIBILITIES*

It is management's responsibility to provide safe working conditions; it is the union's responsibility to cooperate with and assist management in its efforts to fulfill this responsibility.

ARTICLE 15 GRIEVANCE-ARBITRATION PROCEDURE

Art 15. Sect. 2 Step 1 – *A CONTINUING VIOLATION*

A continuing contract violation is an exception to the general rule for grievance time limits.

Where the union asserts that the alleged contractual violation has been on a continuing basis, a grievance filed within fourteen days of an event would be considered timely.

However, any liability normally could not extend retroactively more than fourteen days prior to initiation of the grievance.

Art 15.5.A.6 – *ARBITRATION AWARD*

An arbitration award is final and binding. Arbitration is the last step of the grievance-arbitration procedure. Final and binding arbitration is an important concept as it reinforces the finality of the decision.

ARTICLE 19 HANDBOOKS AND MANUALS

Article 19 provides that those postal handbook and manual provisions directly relating to wages, hours, or working conditions are enforceable as though they were part of the National Agreement.

THE EMPLOYEE AND LABOR RELATIONS MANUAL

CHAPTER 8 SAFETY, HEALTH, AND ENVIRONMENT

811.21 Management Commitment, Involvement, and Accountability

Managers must:

- a. Demonstrate a commitment to providing safe and healthful working conditions in all Postal Service owned and leased installations,
- b. Become involved in day-to-day safety performance, and
- c. Be held accountable for safety performance and compliance with OSHA standards and regulations (see Handbook EL-802, Executives' and Managers' Safety and Health Program and Compliance Guide).

811.24 Safety Philosophy

The safety philosophy of the Postal Service is stated below:

- a. Any occupational injury or illness can be prevented. This goal is realistic, not theoretical. Supervisors and managers have primary responsibility for the well-being of employees and must fully accept this principle.
- b. Management, which encompasses all levels including the first-line supervisor, is responsible and accountable for the prevention of accidents and control of resultant losses. Just as the line organization is responsible for attaining production levels, ensuring quality of performance, maintaining good employee relations, and operating within cost and budget guidelines, supervisors and managers must likewise accept their share of responsibility for the safety and health of employees.
- c. It is possible to safeguard against all operating exposures that can result in accidents, injuries, and illnesses. It is preferable to eliminate the sources of danger. However, where this is not practical, management must use protective measures, including:
 - (1) Administrative controls,
 - (2) Machine guards,
 - (3) Safety devices, and
 - (4) Personal protective equipment.
- d. All employees must be trained in proper work procedures and must be educated to work safely and to understand that they are responsible for doing so. Management is responsible for the adequate safety training and education of employees. However, all employees are responsible for working safely, and in doing so, they benefit not only themselves but also their organization.
- e. It is good business practice in terms of efficiency and economy to prevent personal injuries on and off the job. Injuries cost money, reduce efficiency, and cause human suffering.

POSTMASTER GENERAL COMPLIANCE DIRECTIVE – 2/23/09

February 23, 2009

OFFICERS
PCES MANAGERS

SUBJECT: Collective-Bargaining Agreements – Our Bond with Our Employees

Our bond with our employees has never been more important than it is today. That bond is represented by the collective-bargaining agreements with our unions. As we adapt to a dynamic and dramatically changing environment we will by necessity, bring even more change to our business. But one thing cannot change: our adherence to the provisions of our labor agreements. They are our word. They are our pledge of fairness to our employees.

It is up to each one of us to make sure that the changes we bring to the organization are changes for the better. Respecting and protecting the provisions of the collective-bargaining agreements will help us to do that.

John E. Potter

OVERVIEW: THE ISSUES, THE ARGUMENTS AND THE MULTI-GRIEVANCE INITIATIVE

THE ISSUES

- United States Postal Service failure/refusal to comply with grievance settlements; labor-management agreements or memoranda; arbitration awards
- United States Postal Service's delay in any/all of the above referenced circumstances
- United States Postal Service's ongoing and blatant violation of specific CBA provision(s)

THE ARGUMENTS

- When the United States Postal Service either delays or ignores or refuses to comply with any grievance settlement, labor-management agreement or decision of an Arbitrator such actions are punitive attacks on: The American Postal Workers Union Membership, the American Postal Workers Union Local/State Union, the validity of our Collective Bargaining Agreement and our Dispute Resolution Process.
- When the USPS blatantly – and on an ongoing basis – violates a specific CBA provision(s) such willful refusal to abide by clear and specific CBA requirements constitute punitive attacks on the APWU Membership, the APWU Local/State Union, the validity of our CBA and our Dispute Resolution Process.
- These actions directly undermine and negatively impact the Membership's confidence in the American Postal Workers Union and jeopardize the Union's ability to retain its Members, involve our Members, recruit new Members and represent our Membership.

Example: The Rosebud Area Local files a class action grievance for United States Postal Service's refusal to grant Administrative Leave to 96 employees due to a large storm. The Union and management settle the grievance at Step 2, agreeing that each of the 96 employees shall be paid a lump sum payment of \$200.00. The total of the agreement's remedy is \$19,200.00. The settlement is signed by the parties at Step 2 on 5/23/2016. At the Local Membership Meeting of June 5, 2016 the Local President reports to those in attendance the details of the agreement.

On June 15th the Local President inquires to the United States Postal Service Step 2 Designee as to why the 96 employees have not received their \$200.00 lump sum payments. The United States Postal Service representative is vague stating he has been out on detail assignment and that he is short staffed and that, "I will get around to it." Another few weeks pass and the payments have still not been made as of July 8th.

The settlement dated 5/23/2016 – which has not been implemented – is now 46 days old.

This described scenario is much too common and, in fact, delays far in excess of the 46 day example occur far too often. The Membership, having been informed of the agreement on June 5th is now, at first, expressing curiosity as to where their monies are. That curiosity quickly becomes anger

over the delay. And, as we know, often the anger is not directed at the United States Postal Service – it is directed at the APWU Local Union Leadership.

Management's actions in delay or refusal have a serious negative impact on the perception of the Members regarding the effectiveness of the Union and its ability to reasonably obtain a remedy that was agreed to by the Parties. This negativity we can never fully gauge in so far as its reach and the effect it has on the Membership. It is not unreasonable to believe it could affect a Member's motivation to grieve an issue, provide a witness statement, participate in a Union investigative interview, volunteer to help at a local rally or event, attend a Union Meeting or in the worst case scenario, remain a Member of the Union.

Members do not expect the APWU to win all their cases or that the Union will always win 100% remedies, but when we do win for them they rightfully expect they will receive – within reasonable time – what was won for them.

With all this in mind, and knowing the serious importance of compliance and enforcement and implementation of grievance settlements, labor management agreement resolutions and arbitrator's decisions, the APWU must take direct and deliberate, strategic and aggressive steps to incentivize and make it cost effective for the United States Postal Service to comply – and not cost effective for the USPS to continue its non-compliance normalcy. We must also pursue these steps so that there is no doubt for the Membership that we will fight for additional remedies to combat managements refusals and delays.

THE MULTI-GRIEVANCE APPROACH

The strategy which was born in this year's DBCS Strategy Book is particularly appropriate in instances of non-compliance due to its remedial properties. We know the United States Postal Service is very cognizant of the volume of grievances filed. We also know that the United States Postal Service is most attracted to making resolution attempts when those grievance volumes are high. And, we know, obtaining remedies for adjudicated cases is very important to the moral sense of justice of our Membership.

The multi-grievance strategy is a two pronged initiative. The first element is the filing of multiple grievances per each specific violation – under different, specific CBA provisions and arguments. The second element is to regularly and consistently file and repeat multiple grievances at regular time frame intervals while the non-compliance continues.

ILLUSTRATION #1 SETTLEMENT NON-COMPLIANCE GRIEVANCES

1. Grievance #1 – Failure/Refusal to Comply
2. Grievance #2 – Damage to the Local/State Union
3. Grievance #3 – Safety and Health Creation of Hostile/Unhealthy Work Environment

The USPS and APWU settle a grievance for \$2500.00 to be paid as 5 – \$500.00 payments to 5 employees. The agreement states payments are to be made by July 31. The USPS does not pay by July 31.

The APWU files 3 grievances within 14 days of July 31 protesting the USPS refusal/failure to comply:

- Grievance one cites Article 15 and its lowest possible step resolution language.
- Grievance two cites Article 1 and USPS' recognition of the APWU as exclusive bargaining agent and the potentially detrimental effect to the APWU's ability to organize and keep organized and potential loss of confidence in the UNION by members who are entitled to remedy relief.
- Grievance three cites Article 14 and USPS' obligation to ensure a safe and healthy workplace. USPS refusal/failure causes stress and anger and upset and a potentially unhealthy work atmosphere.

When the USPS continues to refuse/fail to comply, the Union files another 3 mirror grievances for the next 14 day incremental period. And, as the USPS continues its refusal/failure the APWU continues to file 3 grievances every 14 days.

ILLUSTRATION #2 CONTINUAL VIOLATION GRIEVANCES

1. Grievance #1 – Failure/Refusal to Comply
2. Grievance #2 – Damage to the Local/State Union
3. Grievance #3 – Safety and Health Creation of Hostile/Unhealthy Work Environment

The USPS refuses/fails to provide custodial staff with the time/personnel to keep the restrooms in acceptable, sanitary conditions.

The APWU files 3 grievances within 14 days of July 31 protesting the USPS refusal/failure to comply:

- Grievance one cites Article 19 maintenance handbook regulations requiring that custodial staff be afforded the proper time and personnel coverage to effect necessary maintenance of the restrooms.
- Grievance two cites Article 1 of the CBA as the USPS is jeopardizing the Union's ability to organize and keep organized as the USPS' failure/refusal to maintain clean and sanitary restrooms can cast doubt to the membership on the Union's ability to enforce the CBA and important Article 14 & 19 safety and health mandates.
- Grievance three cites Article 14's safety and health obligations of management and the health hazards being created by USPS' failure/refusal to ensure adequate custodial time and personnel.

The remedies for each filed grievance for illustration #1 could include:

1. Additional payment to each of the 5 affected clerks – per filing
2. Payment to the APWU Local/State Union
3. Additional banked rest breaks; extended breaks
4. USPS posting of violation admission and assurance of future timely compliance and possible future monetary remedies
5. Agreement for future timely compliance and additional remedial scheduled payments for failures/refusals
6. Administrative Leave

The remedies for each filed grievance for illustration #2 could include:

1. Payment to custodians who were not utilized to perform necessary cleaning and maintenance work
2. Additional payments to custodians who were required to work short staffed
3. Payment to the APWU Local/State Union
4. Additional banked rest breaks; extended breaks
5. USPS posting of violation admission and assurance of future timely compliance and possible future monetary remedies
6. Agreement for future timely compliance and additional scheduled remedial payments for failures/refusals.

And, while the above suggested strategy calls for 3 grievances every 14 days, the number of grievances filed can certainly be increased, i.e. 3 grievances can be filed every 7 days or every 5 days, etc. The longer the period in which USPS fails to comply/adhere the more aggressive should be our appropriate, ramped up filings.

And, if individual affected employees wish to 'pitch in' the grievance numbers can be further increased. In the restroom illustration, affected employees may very well wish to individually file as the safety and health issues draw much attention and concern.

On the following pages are the recommended compositions of what each grievance filed should include when filing for a non-compliance issue (grievance settlement, Labor Management agreement, arbitration award) and a continuing refusal/failure to adhere to CBA requirement(s).

THE FIRST GRIEVANCE

Grievance #1 – Failure/Refusal to Comply

JCIM & Collective Bargaining Agreement

- Article 15.4.A – Grievance Procedure
- Article 15.5.A.6 – Arbitration

Facts/Contentions/Arguments

1. Date of settlement, agreement, award
2. USPS refuses/fails to comply – it has now been ____ (# of) Days
3. Lowest possible stage/step resolution/problem resolving is violated

The United States Postal Service is in violation of Article 15.4.A.6's mandate that lowest possible step resolution is required. The USPS is in violation of Article 15's final and binding mandate for Arbitration decisions. The USPS is in violation of Step 1/Step 2/Step 3/Direct Appeal mandates that the management representative had full authority to resolve the grievance at Step 1/Step 2/Step 3/Direct Appeal.

Possible Elements of Evidence

- RFIs
- Original Settlement Agreement
- Original L/M Meeting Agreement/MOU
- Original Arbitration Decision
- Interview with USPS Signatory/Arbitration Advocate
- Interview with APWU Signatory/Arbitration Advocate
- Interview with USPS Representative Responsible For Implementation
- Interviews with Remedy Entitled Employee(s)
- Statement of APWU Signatory/Arbitration Advocate
- Statements of Remedy Entitled Employees
- USPS Headquarters Compliance Directive(s)
- Citable, Previous Settlements/Resolutions on Local/State Compliance
- Statement of APWU Craft Director
- Statement of APWU Local President
- Statement of APWU Chief Steward
- Interview with APWU Craft Director
- Interview with APWU Local President
- Interview with APWU Chief Steward
- Steward's Statement to Include Number of Previous Non-Compliance Issues/Grievances

The Suggested Remedy

Grievant/Class Employees be paid original agreement/award amount and additional remedial 10% payment of said amount.

The above grievance is then filed – again – every 14 days so long as non-compliance continues. Each subsequent grievance increases the progressive, remedial remedy by 2%; i.e. 2nd grievance additional 12%; 3rd grievance additional 14%, etc.

IMPORTANT: Increase in the frequency of filings is recommended commensurate with the length of USPS' refusal to comply.

THE SECOND GRIEVANCE

Grievance #2 – Damage to the Local/State Union

JCIM & Collective Bargaining Agreement

- Article 1 – Union Recognition
- Article 5 – Prohibition of Unilateral Action

Facts/Contentions/Arguments

1. Date of settlement, agreement, award
2. USPS refuses/fails to comply – it has now been ____ (# of) Days
3. Lowest possible stage/step resolution/problem resolving is violated
4. USPS refusal/failure constitutes intentional interference in APWU's ability to organize, keep organized and represent the bargaining unit.
5. USPS weakens APWU's standing by withholding remedies/monies/wages/payments and corrective/remedial actions to which APWU represented Bargaining Unit members are entitled.
6. USPS causes additional APWU resources to be expected to pursue entitlements which should require no resource expenditures.

The United States Postal Service is in violation of Article 1 through its non-compliance. Up to and including the settlement/decision the USPS did recognize the American Postal Workers Unions authorized bargaining representative status. Following said adjudication United States Postal Service's refusal equates to its outright dismissal of the American Postal Workers Union as the authorized Bargaining Agent. This violates the basic principle of Article 1 of the CBA which requires the USPS to recognize the American Postal Workers Union as the exclusive Bargaining Agent for the grievant/class of employees.

Possible Elements of Evidence

- RFIs
- Original Settlement Agreement
- Original L/M Meeting Agreement/MOU
- Original Arbitration Decision
- Interview with USPS Signatory/Arbitration Advocate
- Interview with APWU Signatory/Arbitration Advocate
- Interview with USPS Representative Responsible For Implementation
- Interviews with Remedy Entitled Employee(s)
- Statement of APWU Signatory/Arbitration Advocate
- Statements of Remedy Entitled Employees
- USPS Headquarters Compliance Directive(s)
- Citable, Previous Settlements/Resolutions on Local/State Compliance
- Statement of APWU Craft Director

- Statement of APWU Local President
- Statement of APWU Chief Steward
- Interview with APWU Craft Director
- Interview with APWU Local President
- Interview with APWU Chief Steward
- Steward's Statement to Include Number of Previous Non-Compliance Issues/Grievances

The Remedy Parameters

- Posting of USPS' commitment to future adherence to Article 15's lowest possible step mandate and HQ's compliance requirements and agreement that future non compliance will result in specific payments to the Local/State Union
- Amount specific payment to the APWU, i.e. \$200.00
- Local/State Union be paid a lump sum payment of 10% of the original remedy.

With the filing of grievance #2 – like grievance #1 – additional, multiple #2s should be filed, at least every two weeks. In this manner we protest United States Postal Service's continued refusal to comply and affix a definite, requested Remedy to each grievance representing a specific portion of the delay period. And, as we 'file into the future', at least once every 14 days, we must ramp up and increase the requested remedy in each filing. A 10% bump up – per grievance – of the amount specific payments, i.e. of \$200.00 to \$220.00, etc. A 2% bump up – per grievance – on the monetary requested 10% remedy is also recommended for grievance #2's subsequent, future filings.

The Union can never fully assess the potential/actual damage done to organize new Members; retain Members; administer the Union; involve the Membership; maintain morale and faith in the Local/State Union, etc. Nevertheless, the Local/State must – in grievance #2 – affix specific monetary remedies.

IMPORTANT: The parties lowest possible step resolution mandate of Article 15.4A is to be applied to resolution compliance closest in time/days/date to the actual date of the grievance settlement/LM Agreement/Arbitration Award. Timely implementation/compliance is not a management determined option or luxury, but a serious CBA requirement.

THE THIRD GRIEVANCE

Grievance #3 – Safety and Health Creation of Hostile/Unhealthy Work Environment

JCIM & Collective Bargaining Agreement

- Article 15.4A – Grievance Procedure
- Article 14 – Safety & Health
- Article 19 E&LRM Chapter 8 Safety, Health and Environment

Facts/Contentions/Arguments

1. Date of settlement, agreement, award
2. USPS refuses/fails to comply – it has been ____ (# of) Days
3. Lowest possible stage/step resolution/problem resolving is violated
4. Employee's stress and frustration and anger caused by USPS
5. USPS obligation to ensure healthy and safe workplace is ignored

The United States Postal Service is in violation of Article 14 and Article 19's E&LRM Chapter 8 Safety & Health protections of the workplace and workforce. USPS refusals to implement/comply with grievance settlements/ LM Agreements/MOUs/Arbitration Awards create distrust, anger, disappointment, frustration and unrest amongst, not only the directly affected Members, Stewards and Officers, but with the rest of the American Postal Workers Unions Membership. The stress caused by these United States Postal Service refusals and the resultant occurring, referenced conditions are in direct violation of USPS agreed to – and Article 19 authored – commitments and guarantees of a safe, healthy and intimidation free workplace. Management refusals directly impact the health and welfare of employees.

Possible Elements of Evidence

- RFIs
- Original Settlement Agreement
- Original L/M Meeting Agreement/MOU
- Original Arbitration Decision
- Interview with USPS Signatory/Arbitration Advocate
- Interview with APWU Signatory/Arbitration Advocate
- Interview with USPS Representative Responsible For Implementation
- Interviews with Remedy Entitled Employee(s)
- Statement of APWU Signatory/Arbitration Advocate
- Statement of Remedy Entitled Employees
- USPS Headquarters Compliance Directive(s)
- Citable, Previous Settlements/Resolutions on Local/State Compliance
- Statement of APWU Craft Director
- Statement of APWU Local President

- Statement of APWU Chief Steward
- Interview with APWU Craft Director
- Interview with APWU Local President
- Interview with APWU Chief Steward
- Steward's Statement to Include Number of Previous Non-Compliance Issues/Grievance
- PS Forms 1767
- Stewards Statement Detailing Prior Safety-Health Issues & Grievances

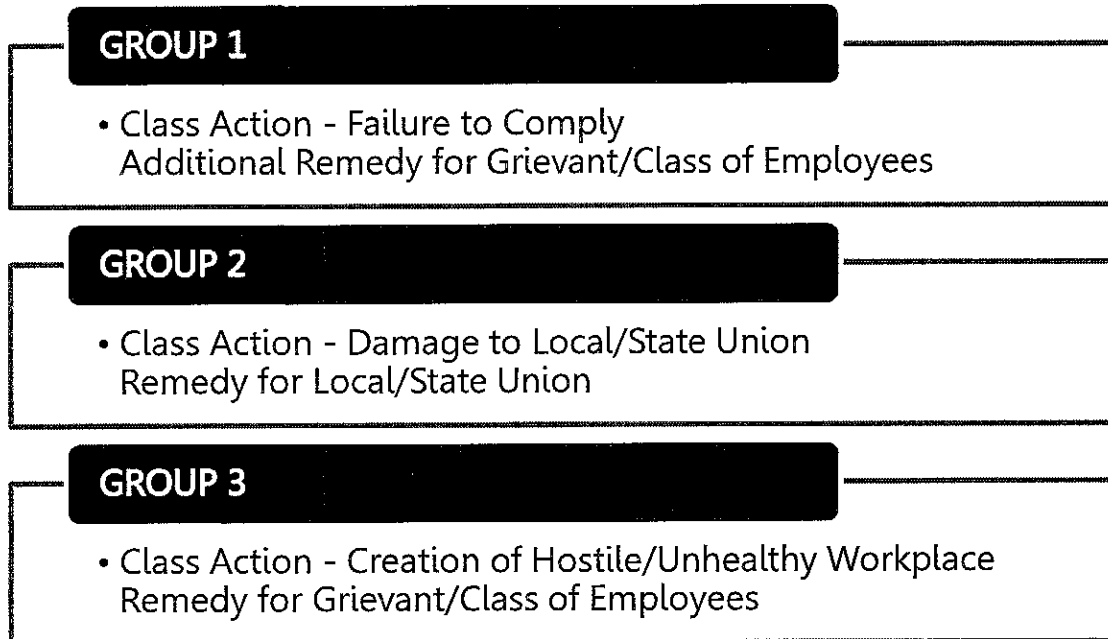
The Remedy Parameters

- Posting of adherence to articles 14, 19 and Safety & Health Regulations in the future as well as specific scheduled payments for future violations.
- Amount Specific payment – an additional 10% of the original remedy – for USPS failure/refusal to comply and creation of unhealthy work environment.
- Affected employees receive banked rest breaks/extended breaks in addition to negotiated/past practice rest breaks – 1 additional per shift.
- Employees be granted 1 hour of administrative leave for each period of non-compliance – 1 hour per week.

Again, as with grievances #1 and #2, grievance #3 is filed at least once every 14 days with the remedies – monies and rest breaks – being increased with each subsequent filing a 2% increase – per grievance – of the monetary requested additional 10% remedy is recommended for each subsequent filing. Additional, banked rest breaks and administrative leave would also be requested, i.e., 2 rest breaks for second filing, 3 rest breaks for third filing; 2 hours administrative leave for second filing; 3 hours administrative leave for third filing and so on.

This is a chart to further illustrate the multi-grievance, non compliance strategy and ascending, corrective pressure remedies.

Each compliance grievance type/category will be identified as a group.



Non-compliance capture period	Grievances to be filed	Remedy with increases	Must file date
January 1 – January 15	Group 1 #1	+ 10% of Original Remedy	January 15
	Group 2 #1	+ \$200 Lump Sum to APWU + 10% of Original Remedy	
	Group 3 #1	1 Additional, banked rest break at the Employee's request Plus 1 Hour of Administrative Leave	
January 16 – January 30	Group 1 #2	+ 12% of Original Remedy	January 30
	Group 2 #2	+ \$220 Lump Sum to APWU + 12% of Original Remedy	
	Group 3 #2	2 Additional, banked rest breaks at the Employee's request Plus 2 Hours of Administrative Leave	
January 31 – February 13	Group 1 #3	+ 14% of Original Remedy	February 13
	Group 2 #3	+\$240 Lump Sum to APWU + 14% of Original Remedy	
	Group 3 #3	3 Additional, banked rest breaks at the Employee's request Plus 3 Hours of Administrative Leave	

IMPORTANT ON REMEDIES

All the provided remedy amounts are suggestions. They are gradually increased, not in leaps and bounds, with strategic intent. In arbitration, many arbitrators are conservative in awarding our remedial remedies which, as is so often the case, the USPS argues are either punitive or 'unjust enrichment' – or both.

Gradual and reasonable increased remedy requests are the best strategy to convince Arbitrators that our goal is to force compliance by affording multiple, gradual and reasonable remedy opportunities to management to 'stop the bleeding'. These multiple filing's remedy requests will also give management resolution incentive by agreeing on remedies in exchange for the resolution of many grievances.

ONGOING-CONTINUAL VIOLATIONS

The DBCS Staffing Book's three grievance strategy grievances filing template is to be utilized for any/all continuing violation issue scenarios. Those templates include JCIM/CBA provisions; Facts/Contentions/Arguments; The Evidence and The Remedy and should be used as valuable guides when formulating multi-grievances for ongoing issues such as the restrooms illustration in the Overview. Continuing violations have the same detrimental effect upon the Union and the Membership as non-compliance violations: undermining the APWU's ability to involve the Membership and keep the Membership involved (Article 1); undermining the membership's confidence and reliance on the union as protector; the anger and stress management causes violates Articles 14 & 19 (E&LRM Chapter 8); and the specific and applicable CBA provision(s) are also continuously violated. Three separate grievances are necessary. Regular, continued filings are necessary as well to combat these USPS attacks. And, increasingly ramped-up remedies are necessary so long as the USPS blatantly continues to violate the CBA.

For Detailed Illustration of the Continual Violations Strategy See the Jeff Kehlert, John L. Jackson, Jr., and Bob Romanowski DBCS STAFFING STRATEGY BOOK.

COMPLIANCE REMEDIES FOR CONTRACTUAL LANGUAGE SETTLEMENTS

When there is a settlement/agreement/award which requires the USPS to comply with certain CBA/JCIM/LMOU language and the USPS fails/refuses, affixing a monetary remedy can be tricky. The principle to keep in mind is that 'there is no right without a remedy', as Arbitrator Eaton said. Asking for remedial monetary remedies to be paid to the local APWU or State Union for the damage USPS' refusal causes is, again, recommended.

And, we must be innovative in our assessment of the language being ignored and the effect that has on the Members.

An illustration could be:

Arbitrator Jones orders the USPS to reassign the 15 parking spaces which are adjacent to the facility employee entrance and return these 15 spaces to the first come – first served pool of employee parking. The USPS does not comply.

A requested remedy could be for each employee who must park in more distant spaces to be paid for the additional time spent walking to the entrance as the USPS has continued to – against the Arbitrator's order – exclude the 15 closest spaces from the employee pool. Statements and interviews from and with each employee – on a daily basis – as to where they had to park and how long it took them to get to the entrance would increase USPS' grievance processing costs and provide for remedies for the employees in addition to payment(s) to the Local Union for the ill will and stress the USPS caused due to its refusal.

It will take some imagination but we can affix monetary remedies for violations of contractual language – even when those remedies may be hidden or difficult to formulate.

THE ARBITRATORS

The following authoritative award excerpts provide an excellent look into the history of 'outside the box' remedies in which arbitrators have ordered the USPS to pay the Union for compliance failure/refusal. These will provide additional support for the arguments we must make.

Arbitrator William Eaton, Case No. W8N-5KC 13928, January, 1983

"Even so, it flies in the face of equitable considerations, as well as good faith enforcement of contractual requirements, to deny a remedy where a violation has occurred. As the common law maxim has long had it, "There is no right without a remedy." Nor is the party who has violated the Contract – Local or National – given much incentive to observe it in the future if the violation is allowed to occur without penalty."

Arbitrator Andrew M. Strongin,

Case No. C98C-4C-C 02007723, C98C-4C-C 02007808, C98C-4C-C 02165571, June 2014

The Services' protracted and unfounded intransigence on the issue unnecessarily and unjustifiably delayed payment of the make-whole relief ordered in the Merits Award, and effectively wasted the time of the Union's local representative. The record shows that the Union representative much more quickly would have requested that the Arbitrator reassert jurisdiction had he known earlier that the Services objection to the local parties joint calculation amounted to nothing more than an effort to re-litigate the Merits Award. Under the circumstances, the Arbitrator is persuaded that the total amount of \$319,534.50 shall be payable with interest at the federal judgment rate, which is the rate specified in Article 15 of the Agreement for making employees whole. A higher interest rate would be punitive rather than compensatory and therefore improper.

The Arbitrator is persuaded, however, that the Union is entitled to be compensated for the Services unjustified refusal to accept the local parties' calculation of the make-whole remedy, measured by the time its representative spent attempting to negate the Service's unfounded position between the period of July 10, 2012, and January 29, 2014, measured by an average of one (1) hour per week at the local Union representative's straight time rate.

Arbitrator Glenda M. August, Case No. H00C-4H-C 02206639, May 2009

"According to the Union, Management should have paid monies under the terms of the Settlement agreement to the Tennessee Postal Workers Union. Management disagreed with the Union on the payment and argued that no payment was due.

In furtherance of its argument, Management cited the Das award which provided that a PMR could perform clerk duties in a small office without an assigned clerk. Thus, Management in conclusion stated that the issue had been resolved by Arbitrator Das and there were no monies due.

This Arbitrator must disagree with Management's rationale. This grievance was settled on March 10, 2005, by the parties. The appeal in this case was established to determine the amount to be paid by Management. Once the parties reduced to writing the terms of the settlement, there existed a valid

settlement. Thus, there are two underlying questions in this case. First, who shall be paid and secondly, how much is owed.

It is obvious that a clerk (no clerks, are employed) can't receive payment for hours improperly worked by the Postmaster relief. It must be assumed that the parties entered into this agreement in "good faith" with intentions of resolving this grievance. The fact that the parties agreed to payment from July 22, 2002, until present established the duration of the agreement. The end date has been established as March 10, 2005, which is the day the agreement was signed.

The parties at one time were aware that there was no clerk working in the Huntland, TN Post Office on March 10, 2005, (approximately three years without a clerk at this office). Additionally, it is noted that the Union asked for payment to the "Clerk Craft" throughout the grievance. Thus, in the absence of a Clerk Craft employee and a "good faith" settlement agreement, the Union is the only entity that can be paid.

If Management entered into this settlement with a pre-determined position to avoid paying for the violation, it would be synonymous to making a mockery of the grievance process. Secondly, the Das Award put this issue to rest two years after the settlement agreement, however that award does not invalidate the settlement agreement. This Arbitrator does not believe that was the intention of Management. Therefore the parties shall meet to determine how much money is owed under this settlement.

The value shall be determined by the clock rings of the PMR and the average hours worked by the postmaster. The average of improperly worked hours shall be used to calculate hours to be paid under the settlement agreement. The stated duration in the agreement (July 22, 2002 to March 10, 2005) shall be used for payment under this remedy.

The Arbitrator shall retain jurisdiction for 60 days to ensure the proper remedy."

Arbitrator Patricia S. Plant J.D., Case No. K98-C4-K C01075133, March 2008

"Local management acted cavalierly in its pre-Das use of Casuals, failing to even consider that in its indiscriminate use of Casuals, it might one day be called to account for its use and asked to match every Casual body with every clerk vacancy, body or operational need. The Postal Service cannot use Casuals day in and day out on a regular basis in lieu of full-time or part-time employees. Casuals in Florence SC replaced career employees, working routine and regular hours. Local management's usage supplanted career workers; it did not supplement career usage. Calculating the difference between a Clerks salary and the amount paid to a Casual, Local management turned its usage of Casuals into a cash cow at the expense of its employees and the APWU. It disregarded the Agreement language of Article 7.1.13.1. and Article 15 and unnecessarily prolonged the investigation, processing and resolution of this Grievance.

This Grievance is sustained. The Union will determine the degree of mitigation to be applied with regard to the 21 day Casual Christmas period for the liability period beginning August 14, 1999 through February 3, 2007. The Union is awarded and the Service is directed to make the Union whole for all career positions that were not created where the continued use of Casual employees beginning August, 1998 through February 3, 2007 less the Union determined 21 day Christmas Casual period

mitigation amount. The Union will distribute this resultant sum to all affected career employees at the Florence SC Installation who represent the class(es) that were impacted by Local management's continued employment and utilization of Casual employees on a long-term, non contingent basis in violation of Article 7.1.B.1 of the Agreement. The Union is awarded and the Service shall pay the same resultant sum to be split two thirds to the Local Union and one third to the National Union. While the resultant sum is the same in amount, these are two separate and distinct sums; one paid to all affected career employees and a second identical sum paid two thirds to the Local Union and one third to the National Union. This remedy is to be accomplished in its entirety within 65 days from the date of this award."

Arbitrator Gary L. Connely, Case No. F06C-4F-C 10210465, May 2012

"How should the "monetary compensation" for the Article 15.2.Step 2 violations in this case be determined? I think this determination has to begin with National Arbitrator Mittenthal. In case #H7C-NA-C 36, he observed that:

" ... a damage award, arising from a violation of the collective bargaining agreement, should be limited to the amount necessary to make the injured employees whole. Those deprived of a contractual benefit are made whole for their loss. They receive compensatory damages to the extent required, no more and no less."

Then there's National Arbitrator Garhsers view, as stated in case #NC-S 5426: "

"... to provide for an appropriate remedy for breaches of the terms of an agreement, even where no specific provision defining the nature of such remedy is to be found in the agreement, certainly is within the inherent powers of the arbitrator ... "

And finally, there are National Arbitrator Byars comments in case #Q98C-4Q-C 00062970: "

"... there is ... arbitral precedent for assessing compensatory damages against the Postal Service when monetary losses are difficult to calculate or where there are no identifiable employees to receive back pay ... there are many other cases, including postal cases, where arbitrators have awarded compensatory damages to the union rather than to individual employees when that was the only effective remedy for the contract violation."

As I said, Arbitrator Cossack's award appears to have been intended to discourage Management from future violations of Article 15.2.Step 2. In other words, it was intended to "punish" Management, not to "compensate" the Union – it was punitive rather than compensatory. As such, I think that Arbitrator Cossack's award was inconsistent with the national-level guidance discussed above – the parties have agreed that "monetary compensation" is appropriate for Article 15.2.Step 2 violations in Sacramento, but they have not agreed that such compensation should be punitive.

The regional prearbitration settlement is silent in so far as the calculation of "monetary compensation" is concerned, but in my opinion such compensation must be "compensatory." The parties would be well served by at least trying to negotiate a mutually acceptable compensatory compensation formula – although they would be better served by strict compliance with Article 15.2, thereby eliminating the need for future compensation,

compensatory or otherwise. If the parties choose to attempt to negotiate such a formula, I suggest that they be guided by National Arbitrator Das dicta in case #Q94V-4Q-C 96044758.

In so far as this case is concerned, Management's violation of Article 15.2.Step 2, effectively "forced" the Union to appeal the Silva grievance to arbitration. Regional prearbitration settlement #F98V-1 F C01114692 provides that such violations will result in "monetary compensation." Therefore, I have decided that the Union shall be compensated for the costs it reasonably incurred in making the Silva arbitration appeal.

AWARD:

1) Management at the Sacramento Post Office violated Articles 15.2.Step 2.(c) and 15.2.Step 2.(f) when it failed to discuss and decision grievance #F06C-4F-C 10197468/ 349C10RO.

2) Pursuant to regional prearbitration settlement #F98V-1 F C01114692 the Union is entitled to "monetary compensation" for this violation.

3) The Postal Service shall pay the Sacramento Area Local a compensatory amount equal three (3) hours of President Rick Otts regular postal salary."

Arbitrator Ruben R. Armendariz, Case No. G98C-4G-C 99183202, September 2003

"This Arbitrator finds that the Postal Service harmed the Union's "bargaining unit" by not affording it additional "work opportunities."

As stated previously, this Arbitrator has addressed this same issue in case no: G98C-4G-C 99172535. To reiterate that Award, this Arbitrator found that the Union, in support of its position provided several Postal Service arbitral citations, in which, the Postal Service was directed to remit a monetary award directly to the Union. The arbitral citations provided are:

1. Arbitrator Patricia Plant in case no. G90C-4G-C 95010403;
2. Arbitrator Kathryn Durham in case no. G94C-IG-C 96068981;
3. Arbitrator Kathy Eisertmenger in case no. G90C-IG-C 95066791 and;
4. Arbitrator Mark Lurie in case no. H94C-4H-C 98066681.

In the Plant Award, the Postal Service was directed to determine the sum of hour's limited duty employees out of schedule pay rate should be due and pay said amount directly to the Union.

In the Durham Award, the Postal Service was directed to remit to the Union back pay for overtime associated with the detail assignment performed by Clerk Carr from its inception.

In the Eisentrienger Award, the Postal Service was directed to remit to the Union a back pay award equivalent to the out of schedule premium pay Ms. Young would have received had she been a party to that grievance.

In the Lurie Award, the Postal Service was directed to remit a monetary sum to the Union because;

(1) it was the named grievant at Step 2;

(2) the grievance has been captioned a class action; and

(3) because the Union, whose negotiated agreement was breached, and not the individual employees who bid into the positions they worked, was the sole injured party.

Thus, it is this Arbitrator's Opinion that the Postal Service's arguments in this grievance do not warrant a different determination from the previous Award of this Arbitrator in case G98C-4G-C 99172535. This Arbitrator, therefore, concludes that the Union and its bargaining unit were harmed when the Postal Service violated Section 123.4 of the ASM and 419 of the ELM by not affording to it "work opportunities."

Accordingly, this Arbitrator issues the following Award as the appropriate remedy.

VI. THE AWARD

The grievance is sustained. The Postal Service is directed to cease and desist from utilizing PMR's in Post Offices to perform clerk duties when a postmaster is on duty. The Postal Service is also directed to remit to the Union on behalf of the bargaining unit, a monetary payment of \$24,012.00, an amount stipulated to by the parties. This amount represents 1656 hours at \$14.50 per hour from March 24, 1999, through June 16, 2001, when the violation ceased by the hiring of a PTF clerk. "

Arbitrator James J. Odom, Jr., Case No. G98C-1G-C 01165736, February, 2003

"Remedy: The Union has requested as a remedy that all of the Clerks be paid \$300 each. It reasons that Management has demonstrated a lack of good faith in honoring the Settlement and that a ruling that merely sustains the grievance and orders a prohibited act already done not to be repeated offers negative incentive to the Service not to breach future settlements. In other words, it would have no deterrent effect. Given these facts, the Union's request is not irrational. I cannot grant it, although I understand the position. By its conduct, Management has put itself in the position of appearing to arrogantly disregard the single obligation that it assumed. That Management later considered that it had acted unwisely is not a license to disavow the commitment that was the essence of the Settlement. Settlements are to be strongly encouraged. This means that neither party should be allowed to unilaterally withdraw from a bargain, especially one that recites that it was made after consultation with the Plant Manager.

What the Union has asked for is a penalty sufficient to prevent similar conduct in the future. Despite the broad authority and discretion that the National Agreement gives arbitrators to fashion remedies, levying fines and penalties is not among them. I do, however, consider that I have the authority, and that it is wholly appropriate under these facts, to encourage the faithful performance of mutual bargains between the parties and to make reasonable compensatory awards where there has been a lack of good faith. The Union was caused to incur expenses because of the apparent deliberate disregard of a settlement. Therefore, the Postal Service is ordered to cease and desist from violating the Settlement and to pay the Union the sum of \$ 1,000.00 within 30 days from receipt of this award."

Arbitrator Ruben R. Armendariz, Case No. G98C-4G-C 99172535, March, 2003

"The Postal Service conceded that a violation, in fact, occurred. It is the Arbitrator's Opinion that the purpose of having a PMR to work in the absence of the postmaster is to protect the Union and the bargaining unit's interest for work opportunities. The Postal Service argued that because there were no employees to utilize, no harm attached by utilizing a PMR when the postmaster was on duty, therefore, a monetary award would be punitive and not appropriate under these given circumstances. The Postal Service reliance on the reasoning in support of their argument as set forth in the above Snow Award and the Mittenthal Award (C21) is well founded. However, the Union, on the other hand, submit that a cease and desist award only would be meaningless. The Union provided the arbitral awards of Arbitrators Durham, Eisenmenger, Plant and Lurie to support their position that the Union itself has received monetary awards for contract violations that affected the Union and its members. It is clear to this Arbitrator that the Postal Service should have hired either a casual employee or a PTF employee rather than to have utilized a PMR to perform clerk duties when the postmaster was on duty. Moreover, no evidence was presented by the Postal Service to establish if the PMR had a **dual assignment**. Thus, it appears the Mineral Springs, Arkansas postal facility did not have a casual or a PTF employee to utilize until February 10, 2001, when PTF Tonia Ricks was hired, thereby, remedying a certain portion of this violation. Although, there were no clerks at the Mineral Springs postal facility, this does negate the fact that the party's are signatory to a National Agreement and as such, to a nationwide bargaining unit. By the Postal Service utilizing PMRs improperly in lieu of hiring a career employee, the Union and the unit were harmed and were denied additional work opportunities at the Mineral Springs, Arkansas postal facility. Further, to not issue a monetary award in this matter would result in a windfall to the wrongdoer. It would be able to retain the monies it would have paid in wages to an employee that should have been hired. Thus, it is this Arbitrator's Opinion that the Union and its bargaining unit were harmed when the Postal Service violated Section 123.4 of the ASM and 419 of the ELM. This determination is not inconsistent with the National Awards expressed herein and is not an "unjust enrichment" as alleged.

Moreover, in reaching this determination, this Arbitrator researched additional arbitral decisions in the private sector as to whether it would be an appropriate remedy to award a monetary sum directly to the Union. This Arbitrator found additional citations in several Labor Arbitration Opinions to support the above determination. For example, in Brutoco Engineering Construction, Inc., and International Union of Operating Engineers, Local 12, AFLCIO, 92 LA 33 (December 16, 1988), Arbitrator Marshall Ross stated, "The Union is entitled to damages for employer's violation of subcontracting provision, even though damages for violation of other contract provisions would be paid to trust funds, where purpose of subcontracting provision is **to protect work opportunities of union members** and to reduce competition by non-union employees, **union members and union itself were damaged by subcontracting**, it is impossible to identify individual workers who were displaced, and prior arbitration award applying same contract language under similar circumstances reached similar result. See C. Iber Sons, 69 LA 697, and Cardinal Printing Company., 60 LA 1208.

Accordingly, this Arbitrator issues the following Award.

V. THE AWARD

The grievance is sustained. The Postal Service is directed to cease and desist from utilizing PMRs in offices to perform clerk duties when a postmaster is on duty. The Postal Service is directed to remit to the Union, a monetary payment for all hours worked by the PMRs from 14 days prior to the filing of the grievance (March 26, 1999) until the violation ceased (February 10, 2001) when the Postal Service hired PTF Tonia Ricks."

**Arbitrator Kathryn "Katie" Durham, J.D., Case No. G94C-1G-C 96068981,
November, 1997**

"III. OPINION

The evidence demonstrates clearly a situation where two were harmed: first, the individual who should have received the "plum" detail. Second, the Union was harmed. The evidence clearly demonstrates that the Union was bypassed in the process. The Union was entitled to sign off on the detail and it was not offered the opportunity. The Union was thereby precluded from performing its role as the exclusive representative of the Craft. Management did not even attempt to argue that the omission was an oversight.

The language of Item 22D specifies that "changes of schedules must be signed by the Union to avoid overtime payment." Thus, in this fact situation, overtime payment is due because the union was not given the opportunity to sign off on the Change of Schedule form 3189. The question becomes due who and due from what point in time. Given the Union's role as representative and advocate for the bargaining unit, and given that no other Clerk has been identified as entitled to back pay, the Union, as remainder entity, is the most appropriate recipient of the overtime payment due. The local Union shall be paid any overtime that Clerk Carr would have been paid had it been computed in accordance with applicable regulation, agreement and/or policy. The Union shall apply this payment directly to expenses associated with the processing of class action grievances."

IN CONCLUSION

In 2016, the Industrial Relations Department requested that issues of non-compliance be forwarded to that department for attention and discussion. The strategies contained in this book are not intended in any way as a substitute for the Industrial Relations Department efforts. Local and State Unions should use the strategies contained herein in conjunction with efforts the APWU at headquarters puts forth to get the service to comply. The USPS, however, should not be permitted to deny, refuse or delay its CBA required obligations to comply while it discusses and negotiates – at any level – as the weeks and months pass – without additional remedies!

Too often, after a period of months – or longer – the USPS complies and processes or pays the remedy it owed all along – with no compensation for their delays or delay violations.

The strategies contained in these pages are intended to incentivize the United States Postal Service towards its Article 15 compliance requirements. It is my belief that with the push at Headquarters along with deliberate and calculated action at the Local/State level – both working in support of one another – the USPS will begin to correct its disregard for its compliance and adherence obligations. Like the DBCS Strategy Book, the first multi-grievance initiative, filing multiple grievances due to USPS failures/refusals to comply and adhere will bring the pressure necessary to coerce the Postal Service to posture for resolution. And, we will send clear signals to our Membership that we are doing everything possible to obtain for them what they are entitled to when their rights are denied and the CBA is violated. Our Members certainly deserve everything all of us can do at all levels of the Union to make the USPS fulfill its required obligations.