

National Association of Letter Carriers

4979 Indiana Avenue
Suite 203
Lisle, IL 60532

Memorandum

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(630) 743-5320
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From the Desk of **MICHAEL CAREF**
National Business Agent

To: NALC Branch President

Subject: Contract Compliance

Please review the attached letter and attachments for your postal district. You may use it in your grievance files as necessary. Please make a copy of the letter and keep the original if you include it in a grievance file. Additionally, you can contact the office to obtain more copies of the letter (or attachments) as needed.

Please feel free to contact this office if you need anything further or have any questions. Thanks!



July 20, 2023

NALC Branch President, USPS IL-2 District:

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CAREF@NALC.ORG
National Business Agent
NALC Region 3

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I'm writing today to share with you my efforts at securing compliance with the terms of our collective bargaining agreement with the United States Postal Service. As you are probably aware, this issue has become widespread and is getting worse. In many cases, the management personnel that are entrusted to work collaboratively with the union on contract issues are not properly trained on the importance of contract compliance, and/or don't think they have an obligation to abide by its terms. As a result, our members are becoming increasingly frustrated with our inability to ensure that what we've agreed to "on paper" is what actually happens in the real world.

On May 1st I wrote a letter (attached) to the IL-2 USPS District Manager. I regret to inform you that I received no response whatsoever to this letter. I also requested to be informed of any contract compliance training that takes place in the District. I was not made aware of any such training. Thus, we are left with no choice but to focus our efforts to remedy this situation through the Article 15 grievance-arbitration process.

For background, I point to the circumstances we've faced in the Chicago post office for years now. The current District Manager in IL-2 is the former Postmaster in Chicago and is well aware of the history there. For years, the NALC has encouraged the Chicago post office to change the management culture and prioritize contract compliance. The current Postmaster General and Chief Operating Officer Louis DeJoy and the former Postmaster General Patrick R. Donohoe also have communicated the importance of this issue to all postal managers. Nevertheless, the District Manager in IL-2 hasn't taken any meaningful steps to remedy the problem.

For guidance on the remedy that we are seeking, please review the attached regional arbitration award written by John A. Obee. As a response to an individual grievance that originated in the Chicago post office, on September 10, 2022 he ordered that, "the Postal Service... will pay the Union a mandatory, automatic payment of \$2500 for future non-compliance with Settlement Agreements, Cease and Desist Orders and Step B Decisions." This is the remedy you should now seek in the post office where the letter carriers of your branch work.

Let's look at Arbitrator Obee's reasoning:

***What the Union is seeking in the present case is eminently reasonable.
Because the present case is just one case in a long line of cases where the
Service has failed to comply with Settlement Agreements and Cease and***

Desist Orders, there should be a Remedy that applies universally when such violations occur. There is no dependence on the facts of each case, as argued by the Service, as the violation is not fact dependent, as there is either a failure to comply with an Agreement or there was compliance. Compliance with Settlement Agreements and Cease and Desist Orders is wholly within the province of the Chicago Installation to do. There is no rational reason why Management in the Chicago Installation has chosen not to comply with Settlement Agreements and has chosen to ignore the directive from National Management that "compliance with arbitration awards and grievance settlements is not optional."

It is equally true in your post office that, "Compliance... is wholly within the province of the... Installation to do."

On April 7, 2023, Arbitrator O'Connor issued an Award (attached) out of the Oakbrook, IL post office, which is in the IL-2 District. Therein, he identified (page 7, award attached) that the conduct of the Oak Brook postmaster stems from an "apparent ratification by upper management", and also recognizes (page 11) that, "ultimately the Postal Service is responsible for training its supervisory staff in what is expected of them." He concluded (still page 11) that, "The parties... should in the future proceed with the clear understanding that in the event of another indistinguishable violation, an Arbitrator... might well award even more substantial financial remedies if that proves necessary to deter additional violations."

The USPS District Manager in IL-2 has decided not to heed the warning of the arbitrator, and also decided to ignore my letter to her. Regrettably, this puts you in the position of having to force a change in behavior through the grievance-arbitration process. If you have a compliance problem in your installation, I encourage you to engage your local supervisor, manager, and postmaster in the process of coming up with a solution. Hopefully, there will be substantial discussions at the Informal and Formal A levels when you present the issue of contractual non-compliance. Make sure you clearly identify this issue, either as a separate issue statement or a separate grievance. If the Service's representative at those levels presents a solution to the problem, try to work with them and memorialize any settlements in writing. Make sure those settlements set precedent for the parties going forward.

If after you identify the issue and try to engage your counterpart on solutions to the contract compliance problem in your Installation, they are still resistant to making a solid commitment to the terms of the CBA, you should request the same remedy that was provided by Arbitrator Obee in Chicago. The "automatic" monetary remedy ensures that the Service has an incentive to comply with the terms of our contract. Without that incentive, there isn't a reasonable expectation that the USPS representatives in the IL-2 District will abide by the terms of the contract that the Postal Service has with its letter carriers.

Good luck, and please let me know if this office can be of any further assistance. Thank you for all your hard work on behalf of the letter carriers we represent!

Fraternally,



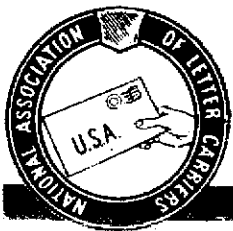
Michael Caref, NBA Region 3

Attachments:

September 10, 2022 Obee Arbitration Award

April 7, 2023 O'Connor Arbitration Award

May 1, 2023 letter to Tangela Bush, USPS District Manager, IL-2



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Sandra D. Laemmel
Charles P. Heege

May 1, 2023

District Manager Bush:

I'm writing today regarding the issue of contract compliance. I'm imploring you to take the necessary steps to address this issue in your District.

The parties have long been in agreement that contract compliance is in everyone's best interest. The then Chief Operating Officer (and later Postmaster General) Patrick R. Donahoe wrote a letter to the field on May 31, 2002 that famously stated, "Compliance with arbitration awards and grievance settlements is not optional." More recently the current PMG, Louis DeJoy, in a March 31, 2021 video to all postal employees regarding the Delivering for America plan, "doubled down" on this position by stating:

"I want to let you know that we have ambitious goals for improving the postal workplace, our people strategies, and how we operate. Our people strategies starts with making contract compliance an organizational priority. The negotiated provisions in our collective bargaining agreements must be respected and followed. Reducing grievance activity and cost will benefit our entire organization and will be the catalyst of an improved work environment."

Contract compliance has been a serious issue in the Chicago, IL post office for some time now. As a result of hundreds of grievances over many years, on September 10, 2022 Arbitrator John A. Obee decided that the Postal Service would have to "pay the Union a mandatory, automatic payment of \$2500 for future non-compliance with Settlement Agreements, Cease and Desist Orders and Step B Decisions." This award only applies to the Chicago post office at this time, but could become commonplace if you are not able to fix the pervasive contract compliance issues in your District.

Problems with contract compliance have been getting worse, and now extend beyond the Chicago Post Office to the whole state of Illinois. It is at this time a regional issue. In an April 7, 2023 regional award, Arbitrator Doyle O'Connor warns that, "The parties, and their representatives, as well as the Oak Brook postmaster, should in the future

proceed with the clear understanding that in the event of another indistinguishable violation, an Arbitrator, including this one, might well award even more substantial financial remedies if that proves necessary to deter additional violations."

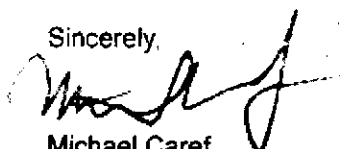
As a result of the above mentioned grievance out of the Oak Brook post office, the Arbitrator decided, "The Employer is directed to initiate and conduct supervisory and managerial training for the Oak Brook Installation".

The training required in Oak Brook is quite extensive, however it is obviously needed. The NALC is requesting that this training program also be implemented in the other post offices in your District. As Arbitrator O'Connor points out, "ultimately the Postal Service is responsible for training its supervisory staff in what is expected of them." We want to be sure you are doing your part by providing this training, and also letting the managers and supervisors know what consequences they should expect should they continue in their failure to apply the terms of our contract appropriately.

Please send me the records of any training that you do perform with the management personnel of the various post offices in your District. I'd like to receive this no later than July 7, 2023 – the same date that the Oak Brook training must be completed. Going forward, if we continue to have contract compliance issues in any of the post offices where this training takes place, I will be able to inform you – thus giving you the opportunity to take appropriate actions with your subordinate management representatives.

I hope that your response to this issue matches the moment, and that you will be successful in ending the wonton and blatant contract violations that have become so prevalent in your District. I am warning you that the NALC will take whatever steps necessary through our grievance-arbitration process should the problems persist.

Sincerely,



Michael Caref
NATIONAL BUSINESS AGENT
NALC – Region 3

cc: Dave Shilney, Director Field Labor Relations – Central Area
Ray Ramos, Labor Relations Manager – District 1
Debbie Blake-Moench, Labor Relations Manager – District 2