## **Grievance Procedure**

## Failure to comply with Grievance Settlements/Arbitration Decisions

Did Management violate Articles 15, Sections 3.A and 4.A.6 of the National Agreement by failing to comply with Arbitrator
in a timely fashion, and if so, what should the remedy be?
Did Management violate Article 15, Section 3.A of the National Agreement by failing to comply with the Step 1 Grievance Settlement/Resolution Agreement for Grievance #, and if so, what should the remedy be?
Did Management violate Article 15, Section 3.A of the National Agreement by failing to comply with the Step 2 Grievance Settlement/Resolution Agreement for Grievance #, and if so, what should the remedy be?
Did Management violate Article 15, Section 3.A of the National Agreement by failing to comply with the Step 3 Grievance Settlement/Resolution Agreement for Grievance #, and if so, what should the remedy be?
Did Management violate Article 15, Section 3.A of the National Agreement by failing to comply with the Informal Step A Grievance Settlement/Resolution Agreement for Grievance #, and if so, what should the remedy be?
Did Management violate Article 15, Section 3.A of the National Agreement by failing to comply with the Step A Grievance Settlement/Resolution Agreement for Grievance #, and if so, what should the remedy be?
Did Management violate Article 15, Section 3.A of the National Agreement by failing to comply with the Step B Grievance Settlement/Resolution Agreement for Grievance #, and if so, what should the remedy be?

- In cases where Management fails to comply with an Arbitration Decision, or with an agreement they made, you should seek compliance <u>and</u> ask for a monetary award as part of your Remedy Requested.
- This can also be an effective tool when Management <u>unreasonably</u> delays making payments when they are ordered to do so, or they agree to make payments to Letter Carriers to resolve grievances.
- There is no magical formula for determining how much time constitutes an <u>unreasonable</u> delay. Your particular situation, circumstances and experiences should guide you in this area.
- However, if there is money involved, it would seem that you should wait <u>at least</u> 8 weeks from the date of your agreement or Arbitration Decision before you start claiming that Management has <u>unreasonably</u> delayed making payments to those Letter Carriers you represent.