If the contract is violated, a cease and desist is an appropriate part of any remedy. Arbitrators have ruled on either side of this issue, with some wanting to see a pattern of violations in order for a cease and desist to be issued, but that is flat out wrong. There is nothing we can do about an arbitrator’s mistakes, but we must make this fight every – single - time.

There have also been some Step B decisions that have concluded that a contractual violation must be “ongoing and unfettered” or “egregious and of a continuing nature” in order for a cease and desist remedy to be appropriate. Again, this is wrong.

“Cease” is defined as to stop doing something, and “desist” means to put an end to a course of action. This is the most basic request that the NALC can make in addressing a contractual violation. What other remedy would we seek, after all, when there is no harm incurred to the carrier and we are only seeking contractual compliance? If a carrier is told they can no longer review and make changes to their edit book, the Union would be doing some heavy lifting to justify a monetary remedy. We want the improper instruction to stop . . . a cease and desist.

Stewards are more and more being faced with push back from the Postal Service regarding grievance remedies with cease and desist language. The Postal Service recognizes that this language creates an obligation, and a potential, for Article 15 non-compliance grievances and escalated remedies to encourage future contractual compliance.

There have been some important regional arbitration and court decisions endorsing cease and desist remedies which are attached to this section.