

GRIEVANCE PROCEDURE

Article 15

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ARTICLE 15 GRIEVANCE-ARBITRATION PROCEDURE

Section 1. Definition

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.

Section 2. Grievance Procedure Steps

Step 1:

(a) Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. The employee, if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. The Union also may initiate a grievance at Step I within 14 days of the date the Union first became aware of (or reasonably should have become aware of) the facts giving rise to the grievance. In such case the participation of an individual grievant is not required. A Step I Union grievance may involve a complaint affecting more than one employee in the office.

Article 15.2 Step 2

(b) In any such discussion the supervisor shall have authority to settle the grievance. The steward or other Union representative likewise shall have authority to settle or withdraw the grievance in whole or in part. No resolution reached as a result of such discussion shall be a precedent for any purpose.

(c) If no resolution is reached as a result of such discussion, the supervisor shall render a decision orally stating the reasons for the decision. The supervisor's decision should be stated during the discussion, if possible, but in no event shall it be given to the Union representative (or the grievant, if no Union representative was requested) later than five (5) days thereafter unless the parties agree to extend the five (5) day period. Within five (5) days after the supervisor's decision, the supervisor shall, at the request of the Union representative, initial the standard grievance form that is used at Step 2 confirming the date upon which the decision was rendered.

(d) The Union shall be entitled to appeal an adverse decision to Step 2 of the grievance procedure within ten (10) days after receipt of the supervisor's decision. Such appeal shall be made by completing a standard grievance form developed by agreement of the parties, which shall include appropriate space for at least the following:

1. Detailed statement of facts;
2. Contentions of the grievant;
3. Particular contractual provisions involved; and
4. Remedy sought.

Step 2:

(a) The standard grievance form appealing to Step 2 shall be filed with the installation head or designee. In any associate post office of twenty (20) or less employees, the Employer

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shall designate an official outside of the installation as the Step 2 official, and shall so notify the Union Step 1 representative.

(b) Any grievance initiated at Step 2, pursuant to Article 2 or 14 of this Agreement, must be filed within 14 days of the date on which the Union or the employee first learned or may reasonably have been expected to have learned of its cause.

(c) The installation head or designee will meet with the steward or a Union representative as expeditiously as possible, but no later than seven (7) days following receipt of the Step 2 appeal unless the parties agree upon a later date. In all grievances appealed from Step 1 or filed at Step 2, the grievant shall be represented in Step 2 for all purposes by a steward or a Union representative who shall have authority to settle or withdraw the grievance as a result of discussions or compromise in this Step. The installation head or designee in Step 2 also shall have authority to grant or settle the grievance in whole or in part.

(d) At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Article 31. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.

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(e) Any settlement or withdrawal of a grievance in Step 2 shall be in writing or shall be noted on the standard grievance form, but shall not be a precedent for any purpose, unless the parties specifically so agree or develop an agreement to dispose of future similar or related problems.

(f) Where agreement is not reached the Employer's decision shall be furnished to the Union representative in writing, within ten (10) days after the Step 2 meeting unless the parties agree to extend the ten (10) day period. The decision shall include a full statement of the Employer's understanding of (1) all relevant facts, (2) the contractual provisions involved, and (3) the detailed reasons for denial of the grievance.

(g) If the Union representative believes that the facts or contentions set forth in the decision are incomplete or inaccurate, such representative should, within ten (10) days of receipt of the Step 2 decision, transmit to the Employer's representative a written statement setting forth corrections or additions deemed necessary by the Union. Any such statement must be included in the file as part of the grievance record in the case. The filing of such corrections or additions shall not affect the time limits for appeal to Step 3.

(h) The Union may appeal an adverse Step 2 decision to Step 3. Any such appeal must be made within fifteen (15) days after receipt of the Employer's decision unless the parties' representatives agree to extend the time for appeal. Any appeal must include copies of (1) the standard grievance form, (2) the Employer's written Step 2 decision, and, if filed, (3) the Union corrections or additions to the Step 2 decision.

Step 3:

(a) Any appeal from an adverse decision in Step 2 shall be in writing to the appropriate management official at the Grievance/Arbitration Processing Center, with a copy to the Employer's Step 2 representative, and shall specify the reasons for the appeal.

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(b) The grievant shall be represented at the Employer's Step 3 Level by a Union's Regional representative, or designee. The Step 3 meeting of the parties' representatives to discuss the grievance shall be held within fifteen (15) days after it has been appealed to Step 3. Each party's representative shall be responsible for making certain that all relevant facts and contentions have been developed and considered. The Union representative shall have authority to settle or withdraw the grievance in whole or in part. The Employer's representative likewise shall have authority to grant the grievance in whole or in part. In any case where the parties' representatives mutually conclude that relevant facts or contentions were not developed adequately in Step 2, they shall have authority to return the grievance to the Step 2 level for full development of all facts and further consideration at that level. In such event, the parties' representatives at Step 2 shall meet within seven (7) days after the grievance is returned to Step 2. Thereafter, the time limits and procedures applicable to Step 2 grievances shall apply.

(c) The Employer's written Step 3 decision on the grievance shall be provided to the Union's Step 3 representative within fifteen (15) days after the parties have met in Step 3, unless the parties agree to extend the fifteen (15) day period. Such decision shall state the reasons for the decision in detail and shall include a statement of any additional facts and contentions not previously set forth in the record of the grievance as appealed from Step 2. Such decision also shall state whether the Employer's Step 3 representative believes that no interpretive issue under the National Agreement or some supplement thereto which may be of general application is involved in the case.

(d) The Union may appeal an adverse decision directly to arbitration at the appropriate Grievance/Arbitration Processing Center within twenty-one (21) days after the receipt of the Employer's Step 3 decision in accordance with the procedure hereinafter set forth; provided the Employer's Step 3 decision states that no interpretive issue under the

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National Agreement or some supplement thereto which may be of general application is involved in the case.

(e) If either party's representative maintains that the grievance involves an interpretive issue under the National Agreement, or some supplement thereto which may be of general application, the Union representative shall be entitled to appeal an adverse decision to Step 4 (National level) of the grievance procedure. Any such appeal must be made within twenty-one (21) days after receipt of the Employer's decision and include copies of the standard grievance form, the Step 2 and Step 3 decision and, if filed, any Union corrections and additions filed at Step 2 or 3. The Union shall furnish a copy of the Union appeal to the appropriate management official at the Grievance/Arbitration Processing Center.

(f) Where grievances appealed to Step 3 involve the same, or substantially similar issues or facts, one such grievance to be selected by the Union representative shall be designated the "representative" grievance. If not resolved at Step 3, the "representative" grievance may be appealed to Step 4 of the grievance procedure or to arbitration in accordance with the above. All other grievances which have been mutually agreed to as involving the same, or substantially similar issues or facts as those involved in the "representative" grievance shall be held at Step 3 pending resolution of the "representative" grievance, provided they were timely filed at Step 1 and properly appealed to Steps 2 and 3 in accordance with the grievance procedure.

Following resolution of the "representative" grievance, the parties involved in that grievance shall meet at Step 3 to apply the resolution to the other pending grievances involving the same, or substantially similar issues or facts. Disputes over the applicability of the resolution of the "representative" grievance shall be resolved through the grievance-arbitration procedures contained in this Article; in the event it is decided that the resolution of the "representative" grievance is not applicable to a particular

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grievance, the merits of that grievance shall also be considered.

(g) In order to discourage the filing of multiple local grievances involving any new or changed District or Area-wide policy, instructions, or guidelines, the APWU Regional Coordinator or National Business Agent may file one grievance concerning such policy, instructions, or guidelines, directly at Step 3 of the grievance procedure. The grievance may be filed within fourteen (14) days of the date on which such union representative first learned or may reasonably have been expected to have learned of the implementation of such policy, instructions, or guidelines. Timely local grievances, which had already been filed concerning such policy, instructions, or guidelines, will be held at or returned to Step 2 of the grievance procedure, as applicable, pending the resolution of the grievance filed directly at Step 3. Thereafter, local grievances will be finally adjudicated in accordance with the resolution of the grievance filed directly at Step 3.

Step 4:

(a) In any case properly appealed to this Step the parties shall meet at the National level promptly, but in no event later than thirty (30) days after filing such appeal in an attempt to resolve the grievance. The Union representative shall have authority to settle or withdraw the grievance in whole or in part. The Employer's representative shall have authority to grant or settle the grievance in whole or in part. The parties' Step 4 representatives may, by mutual agreement, return any grievance to Step 3 where (a) the parties agree that no national interpretive issue is fairly presented or (b) it appears that all relevant facts have not been developed adequately. In such event, the parties shall meet at Step 3 within fifteen (15) days after the grievance is returned to Step 3. Thereafter the procedures and time limits applicable to Step 3 grievances shall apply. Following their meeting in any case not returned to Step 3, a written decision

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by the Employer will be rendered within fifteen (15) days after the Step 4 meeting unless the parties agree to extend the fifteen (15) day period. The decision shall include an adequate explanation of the reasons therefor. In any instance where the parties have been unable to dispose of a grievance by settlement or withdrawal, the National President of the Union shall be entitled to appeal it to arbitration at the National level within thirty (30) days after receipt of the Employer's Step 4 decision.

[see Memo, page 331]

Section 3. Mediation

Where the local parties identify the need for either assistance in the grievance/arbitration procedure or the need to improve the labor/management relationship, the following mediation process may be invoked:

A. The local installation head and the local Union president (local parties) may jointly initiate a request for mediation where they identify such a need in a particular installation. Such joint request must be in writing and submitted to the parties' designated Area/Regional level representatives.

B. Such Area/Regional level representatives may also recommend mediation for a particular installation. However, when a recommendation for mediation is made by the Area/Regional level representatives, such recommendation must be discussed with and agreed to by the local parties before the mediation process can be invoked at the local site.

C. The mediation will be conducted jointly by the Union official designated by the President of the Union and management official designated by the Vice President/Labor Relations (USPS). The designated officials will have been trained, and/or certified in the dispute resolution process. Such designated

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union/management mediation representatives will be utilized to assist the local parties in an effort to resolve timely grievances, as defined in Article 15, Sections 1 and 2, as well as any identified local issues or problems.

D. The designated union/management mediation representatives will meet at the local installation within thirty (30) days of the joint mediation request, which is described in Section 3.A or B above. At least seven (7) days prior to the on-site meeting, the local parties will jointly provide the mediation representatives with an agenda and all available relevant information. In the event the local parties cannot agree on an agenda for mediation, each party will submit their respective agendas to the mediation representatives seven (7) days prior to the on-site meeting, as well as all available relevant information.

E. The mediation will be held with the local parties to explore ways of resolving the previously submitted agenda items, as well as to seek ways of improving the labor/management climate within the installation. The mediation process, including all meetings connected with mediation, is considered to be off-the-record. However, all resolutions will be on the record, in writing and jointly signed by the local parties. Where the local parties agree, a particular mediation resolution(s) will serve as precedent for that installation, provided such resolution does not violate the National Agreement.

If the local parties are unable to reach a resolution on pending grievances of those local issues for which they have jointly requested mediation, then the mediation representatives may jointly resolve any of the above referenced issues or grievances.

F. The Employer's mediation representative will provide to the appropriate Union official a statement of position for each grievance(s) listed on the agenda, which is not resolved through mediation, within fifteen (15) days

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of the final mediation meeting. Within twenty-one (21) days of receipt of the statement of position, the Union may appeal such grievance(s) to Area level arbitration.

[see Memo, page 330]

Section 4. Grievance Procedure - General

A. 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.

B. The failure of the employee or the Union in Step 1, or the Union thereafter to meet the prescribed time limits of the Steps of this procedure, including arbitration, shall be considered as a waiver of the grievance. However, if the Employer fails to raise the issue of timeliness at Step 2, or at the step at which the employee or Union failed to meet the prescribed time limits, whichever is later, such objection to the processing of the grievance is waived.

C. Failure by the Employer to schedule a meeting or render a decision in any of the Steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall be deemed to move the grievance to the next Step of the grievance-arbitration procedure.

D. It is agreed that in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement, such dispute may be initiated as a grievance at the Step 4 level by the President of the Union. Such a grievance shall be initiated in writing and must specify in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the contention of the Union. Thereafter the parties shall meet in Step 4 within thirty (30) days in an effort to define the precise issues involved, develop all necessary facts, and reach agreement. Should

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they fail to agree, then, within fifteen (15) days of such meeting, each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to such issues. In the event the parties have failed to reach agreement within sixty (60) days of the initiation of the grievance in Step 4, the Union then may appeal it to arbitration, within thirty (30) days thereafter.



AMERICAN POSTAL WORKERS UNION, AFL-CIO

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November 17, 1994

Stewards,

At the November 5th Executive Board Meeting I was directed to send a letter to all stewards regarding timely filing of grievances and expectations of stewards. In an attempt to do that I will address the expectations I feel are necessary for you to be a steward. Keep in mind you could change some of these provisions by majority vote at a stewards' meeting or regular union meeting.

To start I feel there are VERY FEW excuses you can use for being untimely on a grievance. One is death, need I say more. Our National Agreement explains the time limits allowed at each step of the grievance procedure and I feel these time limits are liberal enough for everyone to follow. This means stewards, craft directors, etc. There will be occasions where you may need to request an extension on your time limits because the data is just not available yet, i.e. clock rings, an Inspection Service Investigative Memorandum, etc. This is not the norm so I do not expect all or nearly all of your grievances to have extensions on time limits. A recent General Accounting Office investigation into Labor/Management Relations in the Postal Service listed as one of the major problems is the amount of grievances and the time it takes to process them. These were based on complaints of members of the unions. Even though our office was not a participant in this investigation I know we have the same problems as those offices that were in the investigation. Our members pay for our service and I expect each and every one of you to provide that service and in a timely manner.

If you are having trouble getting time from management to see a grievant or time to investigate and process the grievance I expect you to first request the time orally. If you are not granted the time I insist that you request why you are not granted the time and when you can reasonably expect to get the time (See the attached Memo from Jim Shipman). If their response is not reasonable, i.e. sometime within the next 2 hours, you must request a steward. You will then have that steward file a grievance on your behalf because your rights as a steward have been violated. This is part of a National Level Agreement and I do expect you to enforce that agreement. If this continues to be a problem, i.e. after 3 or 4 grievances, the local will have to file a Labor Charge because not only are your rights as a steward being violated but our membership's rights to timely settling of their grievances are being violated. If your tour does not seem to be able to handle the work load contact your craft director or vice-president. We will have them assist with the grievance filing for denial of steward's rights and they can take a schedule change. I have noticed a written notice from one of our stewards to management informing them that they need more time and expect it. I think this is an excellent idea and it is more documentation for the denial of steward's rights grievances for that steward.

You must and are expected to insist on your rights as a steward. After a recent incident John Dooley issued a Memo regarding Timely Handling of Step One Grievances. I have enclosed that Memo and I think it is self-explanatory. No grievances at any phase of the Step 1 process will have extensions beyond 30 days without his approval.

Management is very concerned about some of the extensions that have been granted due to their cost factor that could be increased. For example, an employee is terminated and it takes us four months to process that grievance to Step 2. This means that if we would prevail at any step of the process and the employee would be awarded back pay, management's cost for back pay has been increased by four months. Believe me they will not be happy if this does occur and it could cause us to see absolutely no extensions in the future. For your information, this has been threatened but we have explained to them

that it takes a management person in addition to the union representative to grant an extension so therefore the union is not solely responsible.

We have an obligation to the membership to represent them in a timely manner and we must all meet that obligation. If you are not sure what that obligation is I would suggest you read Article 15 of the National Agreement immediately. When you went through steward's training I am sure you were informed of the time limits for all steps of the grievance procedure and it is one thing I hope you never forget. At some times you will be able to resolve grievances on the spot without having to go through a lot of paper work if you just approach this issue timely.

If you are having problems getting the information from management after you put in your written request for information, send a second request to the same manager with a copy to Jim Shipman. Do this after you have waited 7 days from the original request for information. Put the second date on the top of a copy of the original request. If after another 7 days you have not received the information you need to file a grievance for denial of information and process the original grievance up the ladder. Make sure you put a copy of the grievance for denial of information and the 2 request forms in the original grievance.

Our members also have a responsibility to us if they want us to process their grievances. If you are filing a grievance for an employee and you find you need information from them that is not on record at the Postal Service give them a note detailing the information you expect them to get to you. Keep a copy of this note to include in the grievance. Give them 7 days to get that information to you. If you have not received the information from them in 7 days contact one of the secretaries at the union hall and ask them to send the form letter with the information you need listed on it. They will send it by certified mail. This letter will state that if they do not have the information to us within 7 days of the receipt of the letter we will be processing their grievance forward without the information and that this could cause a loss of their grievance.

Another issue that needs to be addressed is the passing of grievances. Until a meeting changes this, I expect each steward to investigate and file any grievance that they have been contacted on. By this I mean if the front line steward for an area is absent, you are the first alternate, and management gets you to see a potential grievant you will take the information, investigate the issue, determine if a grievance exists or if it can be resolved, and timely file the grievance. At this time I do not want you to take the information and pass it on to the front line steward. What has happened in the past is that a steward passes on the information by putting in it the front line steward's box in the steward's area and that steward does not see the information in time. Therefore if you are the steward that was initially contacted by the grievant you will be the responsible steward. This does not mean that if you have a serious backlog you can not verbally in person request another steward to help out. It simply means you are the responsible steward and you will not pass the grievance on to another steward without their approval and acceptance of that case.

If you have any questions on this letter feel free to contact Phil or me.



Barb

Shop Steward Training Guide

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Introduction

Article 15, Section 3:

“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 obligations to achieve that end.”

When speaking of the “lowest possible step”, it is the workroom floor shop steward who is entrusted with Step One of the grievance/arbitration procedure. In order for you to meet this obligation of attempting to resolve issues at that step, you need to be educated and informed of your rights and responsibilities.

Reading and referencing this guide will supply you with the basic principles governing your role as a shop steward for the American Postal Workers Union. Your own initiative will be the key to your continued growth and learning. Increasing your knowledge of contractual principles and procedures will not only provide an immeasurable benefit to the membership you represent, it will also be personally rewarding to know that you are doing your best to meet your responsibilities of collective bargaining enforcement.

The steward usually gets involved because he cares about people, is concerned with injustice and more importantly, strives to protect the hard won rights contained in our Collective Bargaining Agreement. He also cares how others perceive him as an employee or co-worker. A steward must still perform his duties even if he has conflicting personal ethics and values. The steward is the front line defense of the Union. He must be all things to all people. The Union is judged as a whole by how the steward is perceived by his respective constituents.

You are to be commended for accepting the important role of shop steward!

Chapter 1

A
Grievance
Defined

Article 15, Section 1 - Definition

"A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union's which involves the interpretation, application of, or compliance with the provisions of this agreement or any local Memorandum of Understanding not in conflict with this Agreement."

This broad definition of a grievance allows any subject into the grievance/arbitration procedure. Management cannot bar certain subjects from the process. However, the fact that any dispute between the parties is by definition a grievance, it does not necessarily mean it violates negotiated rights under the Collective Bargaining Agreement. If it does not violate specific contract language, it is not a proper grievance.

It does not matter whether management's action is unfair or morally wrong, the only relevant question is:

Did management's action violate a specific contractual right or an applicable law?

If it does not, it is not a violation of the contract. In such cases we cannot prevail even if it is a *"dispute, difference, disagreement, complaint...related to wages, hours, and conditions of employment."*

A steward, to be successful, must understand that management has all rights to do as they please in their establishment, except where modified by laws and negotiated rights of the Union. Additionally, management is bound by their handbooks and manuals as well as established and legitimate past practices. If the Union alleges a violation of the contract, we carry the burden of proof to prove such a violation. We must prove, with clear and convincing evidence, that such a violation of specific language occurred.

If we fail to prove this violation, the Union loses.

Chapter 2



*The
Shop
Steward's
Role*

The shop steward is the Unions' and the employees' advocate. The steward represents an employee when that employee believes his rights have been violated under the Collective Bargaining Agreement. The steward becomes the voice of the worker.

ADVOCATE: 1. a person who pleads another's cause; for example, an attorney. 2. A person who speaks or writes in support of something.

Diligence and fairness

A steward represents our Union and the labor movement every working day. How the membership perceives the value of our Union and the labor movement as a whole, depends largely on their perception of our stewards.

A steward will be judged on the diligence and fairness displayed when handling a worker's complaint. The members want to know their problems are important to the Union. Even though members may appear only to care whether a complaint is won, most will accept the outcome or decision on any complaint if they believe the steward/Union has tried their best and/or they have been treated fairly.



Keeping the membership informed

Once a complaint is filed as a grievance, the steward should always keep the member informed about the status and progress of the case.

A steward must also inform a member as to the outcome of the complaint. Although it may be pleasant to inform members of success in the grievance-procedure, A steward must be equally willing to inform members when unsuccessful.

Let the member know the reasons for the outcome.

The duty to bargain in good faith

The shop steward has an obligation to bargain in good faith with the employer. If we fail or refuse to do so, we are in violation of the National Labor Relations Act.

In your effort to bargain in good faith, the following principles should be applied:

DO

- ✓ make every effort to meet at a time which is mutually agreeable.
- ✓ approach each meeting with an open mind and a sincere intent to resolve the grievance.
- ✓ make full disclosure of all facts and evidence relied upon and requested remedies.

DON'T

- ✓ renege on oral or written agreements
- ✓ withhold information or willfully impede the grievance procedure.
- ✓ be unreasonable in your demands or be inflexible in considering managements' proposal or position on an issue.

The decision whether to accept or reject a proposed resolution from management should be based on the fact circumstances of each case. A steward is under no obligation to accept a resolution from management that he feels is unreasonable or unacceptable. Use your judgement, but do not hesitate to consult with more experienced Union representatives when you are in doubt. While the parties must supply arguments and evidence supporting their positions, neither party is compelled to agree. Refusal to agree to a proposal is never enough to show a party is bargaining in bad faith. Neither party may set conditions on its duty to bargain. For example, an employer cannot refuse to negotiate with the Union because it does not like the specific Union representa-

tive and wants to deal with a different representative. Neither party can require agreement to a proposal as a condition of sitting down to bargain.

Employee *rights vs. interests*

A steward often finds himself in situations in which a worker wants rights, changes or policies that would adversely impact other workers or groups of workers. It might mean an issue will be referred to the local Union's leadership for full discussion and decision. However, it is paramount for stewards to remember that a steward must always act for a worker when the worker's "rights" are adversely impacted whether or not it is popular to do so.

This does not mean the steward is merely a tool to be used at will by the individual workers. The steward only becomes an advocate if the facts of the complaint warrant action. Therefore, the first thing a steward must do when given a complaint is to objectively collect and investigate all relevant testimony and evidence. From this information a determination is made as to whether or not a grievance exists.

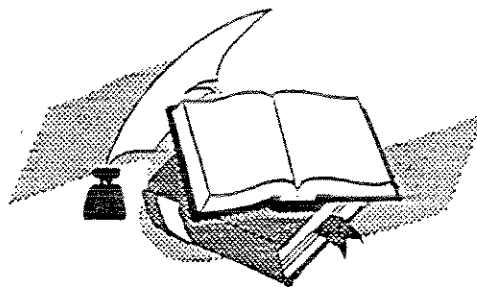
Even though a complaint filed at Step One is classified as a grievance, it might not be a "grievance" because it does not violate a bonafide negotiated right. A steward must approach a possible grievance using an analytical process accumulating all information at Step One as if preparing for arbitration.

Knowledge and experience

Frequently, a new steward is intimidated by the enormous bulk of rules, handbooks, and contract interpretations. Many believe that one must know all of this material to be a steward. This is untrue. A steward does not need to know everything, but only to be knowledgeable of where to look for information. Experience will teach a steward the information necessary for day to day enforcement of the contract.

One needs only to be thorough, willing to learn and to search for information to be a good steward. The beginning steward should, of course, have general knowledge of his section, membership and craft. It is recommended that he participates in grievance training prior to stewardship.

A steward should never hesitate to seek out other stewards and officers when in doubt. *Remember...*



There is not one officer in the entire union who possesses all knowledge. Each grievance will be a learning experience in some way. Gathering this knowledge will bring with it a benefit to the Union as a whole.

Chapter 3



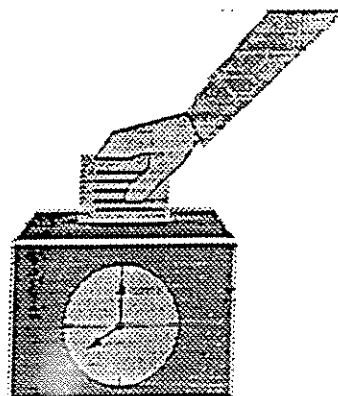
*The
Shop
Steward's
Rights*

The shop steward is entitled to specific rights in pursuit of contractual enforcement in the grievance procedure. These rights are stated in the Collective Bargaining Agreement. The following is a list of those rights which are supported by the referenced Step 4 interpretive decisions.

1 The right to investigate and process a grievance on the clock.

The Union has negotiated payment for stewards handling grievances at the local level. This includes:

1. Investigation
2. Investigatory Interviews
3. Preparation/completion of Step 1 worksheet
4. Meetings with employer
5. Step 2 appeal
6. Step 2 meeting
7. Statement of corrections and/or additions
8. Appeal of adverse Step 2 decision to Step 3



Article 17, Section 4 states:

"The Payment of Stewards - The employer will authorize payment only under the following conditions:

Grievances: Steps 1 & 2-

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. In addition, the employer will compensate any witnesses for the time required to attend a Step 2 meeting.

Meetings called by the employer for information exchange and other conditions designated by the employer concerning contract application.

Employer authorized payment as outlined above will be granted at the applicable straight time rate, providing the time spent is a part of the employee's or steward's (only as provided for under the formula in section 2.A) regular workday."

Article 17, Section 3, in part states that:

"...such requests shall not be unreasonably denied."

This language requires management to afford the shop steward a "reasonable" amount of time to process and investigate grievances while on the clock.



Under the issue of what is considered a "reasonable amount of time", Step 4 interpretive decision AC-N-11222 (Exhibit 3.1, page 21), gives a clear understanding of your rights to such time.

"Although not substantiated in this grievance, management recognizes its obligations under Article XVII and will not specify a specific time (e.g. 15 minutes) in which each grievance must be completed. Management recognizes its obligation to afford a reasonable time and this will not be denied to Union stewards."

Step 4 interpretive decisions AB-C-9258 (Exhibit 3.2, page 23) and H1C-3W-C 44345 (Exhibit 3.3, page 25) also address the issue of "reasonable time" and state:

"Reasonable time cannot be measured by a predetermined factor."



Management must also afford the steward time on the clock to process a Step 2 appeal and payment for time spent in meetings called by the employer.

If management should refuse to give the steward the necessary time to perform the above, a grievance should be filed. However, the steward should be ready and able to demonstrate management's refusal was unreasonable *and/or* prejudiced the proper handling of the subject complaint(s).

2 The right to interview witnesses on the clock, both on and off Postal premises.

Article 17, Section 3 (*paragraph 3*) of the Collective Bargaining Agreement states in part:

“The steward, chief steward or other union representative properly certified in accordance with Section 2 above...shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.”

Although not specifically stated, this includes the right to leave postal premises, when necessary. In Step 4 decision H1N-5K-C 3355 (Exhibit 3.4, page 27) the parties agreed that:

“Subsequent to determining that a non-postal witness possesses relevant information and/or knowledge directly related to the instant dispute under investigation, a steward may be allowed a reasonable amount of time on-the-clock to interview such witness, even if the interview is conducted away from the postal facility.” (emphasis added)

On the question of who specifically may be interviewed, in addition to those listed above, i.e., the aggrieved, supervisors and witness...

Step 4 interpretive decision H4C-3W-C 51710 (Exhibit 3.5, page 29) discusses the right to interview Postal Inspectors.

Step 4 interpretive decision NC-W-9880 (Exhibit 3.6, page 31) states the right to interview a customer, when a customer's complaint is involved

Step 4 interpretive decision NC-W-12728 (Exhibit 3.7, page 33) states the obligation on management's part to *“make every reasonable effort”* to make such individuals available for the Union to interview.

3 The right to discuss grievances and other related business with management as an equal.

Section 7 [§157.] of the National Labor Relations Act states in part:

“Employees shall have the right to self-organize, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection...”



The right to *engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection...* has been addressed in several Labor Board decisions which have interpreted this language to include and provide for what has been termed as a steward's "special immunity".

This special immunity has also been the subject of several arbitration decisions. Although the shop steward may be allowed to engage in heated discussions with management while on union business and in pursuit of collective bargaining enforcement, **the steward does not have the right to:**

- conduct a verbal assault upon a manager on the workroom floor for the purposes of undermining the authority of the manager;
- disobey a direct order; or
- instruct employees to violate Postal rules or regulations.

It is important to understand that you are to be treated as an equal no matter what level of management you are dealing with.

4

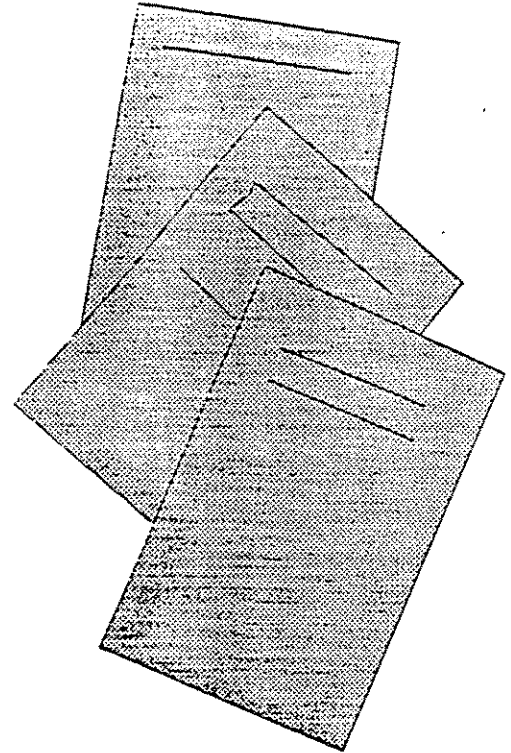
The right to request and receive information relevant and necessary to the processing of a grievance.

Article 17, section 3 (paragraph 3) states in part:

"The steward, chief steward or other union representative properly certified in accordance with Section 2 above, may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists."

Article 31, section 3 states:

"The Employer will make available for inspection by the Unions all information necessary for collective bargaining or the enforcement, administration or interpretation of the agreement, including information necessary to determine whether to file or to continue the processing of a grievance."



These provisions have been supported and expanded through various Step 4 decisions, some of which can be found on the following pages.

N8-N-0027/N8N-1J-C 3811 (Exhibit 3.8, page 35) discusses the obligation of the parties to exchange *"...any and all information which the parties rely on to support their positions."*

H7N-1P-C 2187 (Exhibit 3.9, page 37) speaks of our right to be provided with Medical records if they are relevant and necessary for processing a grievance or determining if a grievance exists.

NC-E-2263 (Exhibit 3.10, page 39) upholds our right to be provided with the opportunity to review an employee's OPF if it is relevant and necessary.

5

The right to be released in a timely manner for union business to perform steward duties

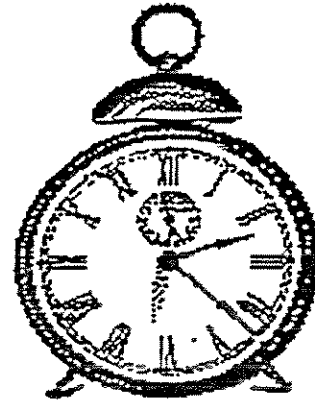
Management does not have the right to deny your release for union business without a valid operational reason.

Article 17, Section 3 (paragraph 1) states:

"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."

In such cases where valid operational reasons prohibit immediate release, Step 4 interpretive decision AC-W-26505 (Exhibit 3.11, page 41) states that:

"If management must delay a steward from investigating a grievance or an employee's request for a steward, management should inform the steward or the employee involved of the reasons for the delay and should also inform them of when time should be available."



In addition, it has been determined in Step 4 interpretive decision A8-W-0280 (Exhibit 3.12, page 43) that:

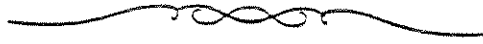
"...a steward's request to investigate a grievance should not be denied solely because the steward is in an overtime status."

If you are questioned as to the reason for your request for shop steward's time, you are only required to divulge the "general nature" of the grievance(s). Also, you and/or the grievant are not required to give detailed information about the grievance prior to discussing the issue with the grievant. Step 4 interpretive decision H1C-3W-C 31937 (Exhibit 3.13, page 45) supports this position.

Exercising Your Rights to Provide Effective Representation

The Union must be permitted to prepare and argue grievances in a proficient and effective manner. The Collective Bargaining Agreement gives us the right to accomplish these tasks while on the clock.

Many stewards make the mistake of trying to conduct their union business on their own time or allow employees to discuss grievances while they work side by side on the workroom floor and/or during lunches and breaks. All of these instances do a disservice to the grievants, the shop steward and the Union. Listening to an employee's concerns while casing mail or any other postal duty, lessens your ability to retain the information and determine the facts. It is imperative that you utilize time on the clock, in an area where you can avoid possible unnecessary distractions, to interview, investigate and process effective grievances.



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

Mr. Cecil Romine
National Representative
Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street NW
Washington, DC 20005

Re: Cannon, et al
AMF/JFK, NY
AC-N-11222/V76-6905
APWU - 11222

Dear Mr. Romine:

On September 20, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

Based on the evidence presented in this grievance, management's directive of March 17, 1976 is not in violation of the National Agreement. The stated policy is reasonable and within the intent of Article XVII. Therefore, this grievance is denied.

Although not substantiated in this grievance, management recognizes its obligations under Article XVII and will not specify a specific time (e.g., 15 minutes) in which each grievance must be completed. Management recognizes its obligation to afford a reasonable time and this will not be denied to Union stewards.

Sincerely,

/s/

Daniel A. Kahn
Labor Relations Department

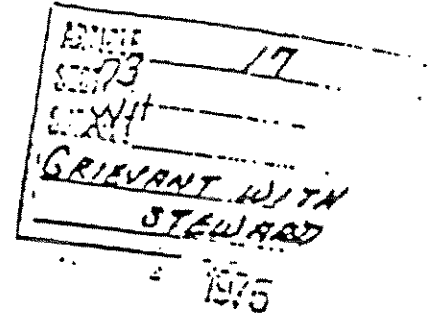
Exhibit 3.1



EMPLOYEE AND LABOR RELATIONS GROUP
Washington DC 20260

November 3, 1975

Mr. Forrest M. Newman
Administrative Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005



Re: Gerald Parker
Lexington, KY
AB-C-9258 (A-291)/3LOD-539
APWU - 9258

Dear Mr. Newman:

On October 6, 1975, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The evidence in this grievance file discloses that the employee and Union steward were given reasonable and sufficient time to discuss the grievance. Local management is advised that employees should be, under normal circumstances, permitted to have a reasonable amount of time to consult with their steward. Reasonable time cannot be measured by a predetermined factor.

Therefore, we consider this grievance resolved.

Sincerely,

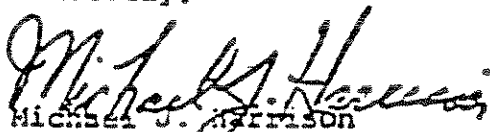
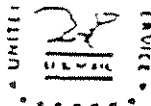

Michael J. Harrison
Labor Relations Department

Exhibit 3.2



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

JUN 07 1985

Mr. James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

ARTICLE 17
SECTION _____
SUBJECT _____
*Restrictions -
(time) on steward
meetings*

Re: Class Action
Jacksonville BMC, FL 32099
HIC-3W-C 44345

Dear Mr. Connors:

On May 9, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated Article 17 by allowing the union steward to meet with affected grievants for a specified amount of time only.

During our discussion, it was mutually agreed that the following would represent a full settlement of this case.

Employees should be permitted, under normal circumstances, to have a reasonable amount of time to consult with their steward. Reasonable time cannot be measured by a predetermined factor.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,

Leslie Bayliss
Leslie Bayliss/
Labor Relations Department

James Connors
James Connors
Assistant Director
Clerk Craft Division
American Postal Workers Union,
AFL-CIO

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N. W.

17
INTERVIEW
NON POSTAL

RE: Branch
Carlsbad, CA. 92008
HIN-5K-C 3355

Dear Mr. Overby:

On several occasions, the most recent being July 27, 1982, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The issue raised in this grievance involves management's denial of a steward's request to leave the work area while on-the-clock to interview a non-postal witness.

As final settlement in all matters relating to this dispute, the parties at the national level agree to the following resolution:

In accordance with Article 17 of the National Agreement, a steward's request to leave his/her work area to investigate a grievance, shall not be unreasonably denied. Subsequent to determining that a non-postal witness possesses relevant information and/or knowledge directly related to the instant dispute under investigation, a steward may be allowed a reasonable amount of time on-the-clock, to interview such witness, even if the interview is conducted away from the postal facility. However, each request to interview witnesses off postal premises must be reasonable and viewed on a case by case basis. For example, it is not unreasonable for a supervisor and/or steward to telephone the prospective witness to ascertain availability and willingness to be interviewed and, if willing, to establish a convenient time and locale.

Please sign the attached copy of this decision as your knowledge of agreement to resolve this case.

Time limits were extended by mutual consent.

Sincerely,

/s/

Harold R. Carter
Labor Relations Department

/s/

Halline Overby
Assistant Secretary Treasurer
National Association of Letter
Carriers, AFL-CIO

Exhibit 3.4



RECEIVED

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza SW
Washington, DC 20260

JUL 27 1988

APWU
CLERK DIVISION

Mr. James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

JUL 26 1988

| | |
|---------|----------------------------------|
| ARTICLE | 17 |
| SECTION | |
| SUBJECT | INTERVIEW OF POSTAL INSPECTOR |

Re: Class Action
Orlando, FL 32862
H4C-3W-C 51710

Dear Mr. Connors:

On June 14, 1988, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management properly denied the steward's request to interview postal inspector.

In full settlement of this grievance, we mutually agreed to the following:

The Postal Service agrees that a steward who is processing and investigating a grievance shall not be unreasonably denied the opportunity to interview Postal Inspectors on appropriate occasions, e.g., with respect to any events actually observed by said inspectors and upon which a disciplinary action was based.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,

Joyce Ong
Joyce Ong
Labor Relations Department

James Connors
James Connors
Assistant Director
Clerk Craft Division
American Postal Workers Union,
AFL-CIO



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20000

JUL 3 1978

| | |
|-----------|----|
| ARTICLE | 17 |
| SECTION | |
| SUBJECT | |
| INTERVIEW | |
| CUSTOMER | |

Mr. Thomas D. Riley
Assistant Secretary-Treasurer
National Association of Letter Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

Re: T. Young, Jr.
Whittier, CA
HC-W-9980/W-1465-77N

Dear Mr. Riley:

On February 16, 1978, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedures.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

Based on the evidence presented in this grievance, we find that in the specific circumstances considered, the request to interview the customer was properly denied. However, in cases where a customer's complaint is directly used to affect the wages, hours and working conditions of an employee, the steward shall be allowed to conduct such an interview if the customer agrees.

Therefore, it is our conclusion that no violation of the National Agreement occurred and the grievance is denied.

Sincerely,

Karl A. Wise
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20006

NOV 29 1978

Mr. Thomas D. Riley
Assistant Secretary-Treasurer
National Association of Letter Carriers,
APL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

| | |
|---------|-----------|
| ARTICLE | 17 |
| SECTION | |
| SUBJECT | INTERVIEW |

Re: Branch 1742
Turlock, CA
NC-W-12728/W-463-78N

Dear Mr. Riley:

On November 9, 1978, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The remedy requested in this grievance is inappropriate under the terms of the National Agreement and is denied.

As was stated in the Step 3 letter, in the future under like circumstances, the Postmaster will assume responsibility of the prior actions of supervisors who later transfer out to another facility. Further, if it is necessary for the Union to interview a supervisor or any other employee who is directly involved in a grievance, management recognizes its obligations to make every reasonable effort to make these employees available to the Union.

Sincerely,

Daniel A. Kahn
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

AUG 18 1979

| | |
|---------------------|----|
| ARTICLE | 17 |
| SECTION | |
| SUBJECT | |
| INFORMATION REQUEST | |
| ALL DOCUMENTS | |

Mr. Ronald L. Hughes
Assistant Secretary-Treasurer
National Association of Letter Carriers,
AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

Re: M. Bracken
Hartford, CT
N8-N-0027/N8N1JC3811

Dear Mr. Hughes:

On July 24, 1979, we met with you on the above-captioned case at Step 4 of the contractual grievance procedure set forth in the 1978 National Agreement.

The matter at issue in this grievance is whether the union is entitled to copy or receive a copy of all documents contained in the Employer's grievance file.

The following represents our mutual interpretation of the contract provisions covering this issue and settles all the matters in dispute.


"We mutually agree that the disclosure provisions set forth in Article XV, XVII and XXXI of the 1978 National Agreement intend that any and all information which the parties rely on to support their positions in a grievance is to be exchanged between the parties representatives to assure that every effort is made to resolve grievances at the lowest possible level."

Please sign the copy of this letter as your acknowledgment of the agreed to interpretation.

Sincerely,



Viki Maddox
Labor Relations Department



Ronald L. Hughes
Assistant Secretary-Treasurer
National Association of
Letter Carriers, AFL-CIO

Exhibit 3.8



UNITED STATES POSTAL SERVICE
 Labor Relations Department
 475 L'Enfant Plaza, SW
 Washington, DC 20260-4100

| | |
|---------------------|----|
| ARTICLE | 17 |
| SECTION | |
| SUBJECT | |
| INFORMATION REQUEST | |
| MEDICAL RECORDS | |

Mr. Lawrence G. Hutchins
 Vice President
 National Association of
 Letter Carriers, AFL-CIO
 100 Indiana Avenue, N.W.
 Washington, D.C. 20001-2197

NOV 16 1988

Re: Marxen
 Fort Lee, NJ 07024
 H7N-1P-C 2187

Dear Mr. Hutchins:

On November 2, 1988, a meeting was held with the NALC Director of City Delivery, Brian Farris, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


The issue in this grievance is whether an employee's medical records must be released to the union when they are requested during the investigation of a grievance.

During our discussion, we mutually agreed that the release of medical records to the Union is provided for in the Administrative Support Manual, Appendix (p. 42) (USPS 120.090) Accordingly, this grievance is sustained and the records in dispute will be provided to the union.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to close this case.

Time limits were extended by mutual consent.

Sincerely,


 Dominic Scola, Jr.
 Grievance & Arbitration
 Division



 Lawrence G. Hutchins
 Vice President
 National Association of
 Letter Carriers, AFL-CIO

Exhibit 3.9



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

August 18, 1976

Mr. Alfred K. May
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

| | |
|---------------------------|----|
| ARTICLE | 17 |
| SECTION | |
| SUBJECT | |
| INFORMATION REQUEST | |
| OFFICIAL PERSONNEL FOLDER | |

Re: NALC Local
(S. E. Olsen)
Bristol, PA
NC-E-2263 (NC-60)/E3-DEL-VAL-440

Dear Mr. May:

On July 8, 1976, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The evidence presented does not support the allegation that the referenced steward was improperly denied the right to investigate and adjust a grievance.

No violation of the National Agreement has occurred; therefore, the grievance is denied.

However, we agree that a steward should be allowed to review an employee's Official Personnel Folder during his regular working hours depending upon relevancy in accordance with the applicable provisions of Article XVII, Section 3.

Sincerely,



William J. Downes
Labor Relations Department

Exhibit 3.10

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

Mr. Kenneth D. Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street NW
Washington, DC 20005

Re: APWU - Local
Palos Verdes Peninsula, CA
AC-W-26505/W1458-78A
APWU - 26505

Dear Mr. Wilson:

On January 23, 1979, we met with you to discuss the above captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

During our Step 4 meeting, we mutually agreed to consider this grievance settled based on the following. "If management must delay a steward from investigation a grievance or an employee's request for a steward, management should inform the steward or the employee involved of the reasons for the delay and should also inform them of when time should be available."

Please sign the attached copy of this letter as your acknowledgment of the agreed to settlement.

Sincerely,

_____/s/_____
Daniel A. Kahn
Labor Relations Department

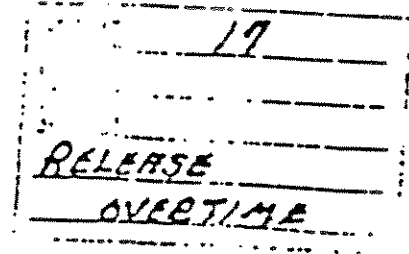
_____/s/_____
Kenneth D. Wilson
Administrative Aide, Clerk
Craft

Exhibit 3.11



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

NOV 20 1979



Mr. Kenneth D. Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU - Local
Inglewood, CA
A8-W-0280/W8C-5B-C-3600
APWU - 0280

Dear Mr. Wilson:

On October 23, 1979, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

During our discussion, we concluded that at issue in this grievance is whether the denial of a steward's request to investigate a grievance while working overtime is a violation of the National Agreement.

As we mutually agreed, a steward's request to investigate a grievance should not be denied solely because the steward is in an overtime status.

Please sign the attached copy of this letter as your acknowledgment of the final disposition of this case.

Sincerely,


James J. Facciola
Labor Relations Department



Kenneth D. Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union,
AFL-CIO

Exhibit 3.12

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20548

Mr. James Connors,
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

JUL 26 1984

| | |
|---------|---------|
| ARTICLE | 15 |
| SECTION | |
| SUBJECT | STEP 1 |
| | GENERAL |
| | NATURE |

Re: R. Bergeron
Orlando, FL 32802
EIC-3W-C 31937.

Dear Mr. Connors:

On June 12, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


The grievance concerns whether it is proper for a supervisor to require an employee to discuss the nature of his/her grievance before the employee is permitted to see a steward.


We mutually agreed that this grievance does not fairly present an interpretive dispute. There is nothing improper about the supervisor requiring an employee to relate the general nature of the problem or grievance before the employee sees a steward. However, the employee should not be arbitrarily required to divulge detailed information if he/she insists on seeing a steward first.

Please sign and return the enclosed copy of this decision as acknowledgment of agreement to resolve this case.

Time limits were extended by mutual consent.

Sincerely,


Robert L. Eugene
Labor Relations Department


James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

Chapter 4



*Grievance
Handling*

Time Limits

Grievances must NEVER be untimely!

One of the most crucial aspects of grievance handling for the shop steward is the time limits of Article 15. In particular, the time limits for filing grievances which the shop steward must be aware of are as follows:

Article 15

Section 2.

Grievance Procedure - Steps

Step 1:

(a) *Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause...*

(c) *The supervisor's decision should be stated during the discussion, if possible, but in no event shall it be given to the Union representative (or the grievant, if no Union representative was requested) later than five (5) days thereafter unless the parties agree to extend the five (5) day period.*

(d) *The Union shall be entitled to appeal an adverse decision to Step 2 of the grievance procedure within*

ten (10) days after receipt of the supervisor's decision.

After the Step 1 denial, the Union has **10 days** to appeal the case to Step 2 of the grievance/arbitration procedure. Should management fail or refuse to either meet or answer at Step 1, as stated in Article 15, Section 2, Step 1c, then the controlling language of Article 15, Section 3C applies:

Section 3. Grievance Procedure - General

C. Failure by the Employer to schedule a meeting or render a decision in any of the Steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall be deemed to move the grievance to the next Step of the grievance-arbitration procedure.

NOTE

The language cited above from Article 15, Section 3.c does not automatically move the grievance to the next Step.

If a shop steward does not receive a decision within the time limits previously cited, the grievance must be appealed to the next Step.

A steward must never rely on verbal assurances from Management that "time limits are extended". ALL extensions of time limits must be in writing to protect the rights of the grievant and of the grievance.

(See Exhibit 4.1 for example)

If the Union fails to meet any of its time limit commitments within Article 15 of the Collective Bargaining Agreement, the Union loses its grievance.

Article 15, Section 3B states:

B. The failure of the employee or the Union in Step 1, or the Union thereafter to meet the prescribed time limits of the Steps of this procedure, including arbitration, shall be considered as a waiver of the grievance. However, if the Employer fails to raise the issue of timeliness at Step 2, or at the step at which the employee or Union failed to meet the prescribed time limits, whichever is later, such objection to the processing of the grievance is waived.

As you can see from a review of Article 15.3B and .3C, when Management fails or refuses to meet its time limit commitments, the grievance is not sustained but rather the Union must move it to the next step. When the Union fails in its time limit commitment, the Union loses.

Although the Union may not have received all of the necessary evi-

dence it has requested or, if the grievance investigation has not been completed, the grievance appeal must be forwarded to the next step within the time limit requirements as stated in Article 15.

Delay by the shop steward without a mutually agreed upon written time limit extension will result in loss of the case.

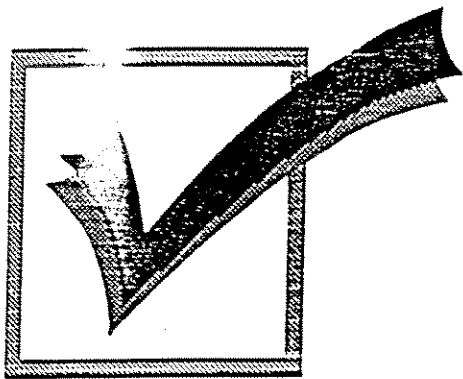


example: *written mutual extension of time limits*

| <u>American Postal Workers Union. AFL-CIO</u> | |
|---|------------------------------------|
| Local# _____ | |
| On _____ we the undersigned mutually agree to extend the time limits through _____, on Step One grievances pertaining to: | |
| Grievant _____ | |
| Violation _____ | |
| Date(s) of Violation _____ | |
| _____ Union Representative | _____ Management Representative |

Exhibit 4.1

An actual time extension form may be found in Appendix A - *Forms* of this manual.



Time Limits Checklist

1. Step 1 filed within 14 days.
2. Step 1 decision within 5 days of meeting.
3. Step 2 appeal within 10 days of Step 1 decision.
4. Step 2 meeting within 7 days of appeal.
5. Step 2 decision within 10 days of meeting.
6. Submission of corrections and/or additions within 10 days of Step 2 decision.
7. Step 3 appeal within 15 days of Step 2 decision. (*Submission of corrections and/or additions does not change time requirements for Step 3 appeal*).

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Time Limit Exercise

1. If the violation occurred on the 6th, and the grievant notifies the Union on the 9th, when is the last day a grievance can be filed at Step 1?
(ref: Article 15, Section 2, Step 1.a)

2. If the shop steward meets with management at Step 1 on the 10th, how long does the supervisor have to render a decision?
(ref: Article 15, Section 2, Step 1.c)

3. If the steward meets with management at Step 1 on the 10th, and a decision is rendered on the 12th, when is the last day the grievance can be appealed to Step 2?
(ref: Article 15, Section 2, Step 1.d)

4. If the steward meets with management at Step 1 on the 10th and the supervisor fails or

refuses to render a decision by the 15th, when is the last day the grievance can be appealed to Step 2?
(ref: Article 15, Section 2, Step 1. c-d)

5. If the grievance is appealed to Step 2 on the 12th, within how many days must management meet with the Union to discuss the grievance at Step 2?
(ref: Article 15, Section 2, Step 2.c)

6. If the Step 2 discussion is held on the 16th, how long does management have to issue its written decision?
(ref: Article 15, Section 2, Step 2.f)

7. If management fails to meet any of the step 2 time limits, how many days do you have to appeal the grievance to the next step?
(ref: Article 15, Section 2, Step 2.b)

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**Time Limit
Exercise**

1. If the violation occurred on the 6th, and the grievant notifies the Union on the 9th, when is the last day a grievance can be filed at Step 1?
(ref: Article 15, Section 2, Step 1.a)

2. If the shop steward meets with management at Step 1 on the 10th, how long does the supervisor have to render a decision?
(ref: Article 15, Section 2, Step 1.c)

3. If the steward meets with management at Step 1 on the 10th, and a decision is rendered on the 12th, when is the last day the grievance can be appealed to Step 2?
(ref: Article 15, Section 2, Step 1.d)

4. If the steward meets with management at Step 1 on the 10th and the supervisor fails or

refuses to render a decision by the 15th, when is the last day the grievance can be appealed to Step 2?
(ref: Article 15, Section 2, Step 1. c-d)

5. If the grievance is appealed to Step 2 on the 12th, within how many days must management meet with the Union to discuss the grievance at Step 2?
(ref: Article 15, Section 2, Step 2.c)

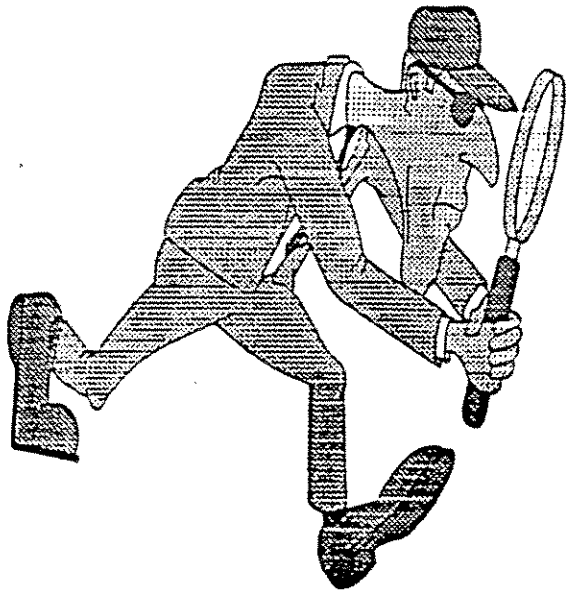
6. If the Step 2 discussion is held on the 16th, how long does management have to issue its written decision?
(ref: Article 15, Section 2, Step 2.f)

7. If management fails to meet any of the step 2 time limits, how many days do you have to appeal the grievance to the next step?
(ref: Article 15, Section 2, Step 2.h)

Answers: 1. 20th 2. 5 days 3. 22nd
4. 25th 5. 7 6. 10 days (or on the 26th) 7.
15 days from the last date of management's time
limit, i.e., no meeting within 7 days: 15 days
from day 7.

The Shop Steward as a Detective.

When faced with investigating a grievance or whether or not a violation of the Collective Bargaining Agreement has occurred, the steward in effect must become a detective. Researching the Collective Bargaining Agreement, reviewing Step 4 interpretive decisions and arbitral reference, requesting data, physically inspecting a site and applicable documents, obtaining witness statements and actually interviewing witnesses are all elements of the investigation.



The formulation of any grievance is the result of the shop steward's/detective's thorough investigation.

Investigation

Success for the Union in the grievance/arbitration procedure has no more important element than the investigation by the shop steward into the facts of the case. The shop steward's investigation must address and answer the six fact inquiries:

1. *Who? - grievant, witnesses, supervisor(s)...*
2. *What? - AWOL, discipline, overtime bypass...*
3. *Where? - station, tour, work location...*
4. *When? - date, time, tour...*
5. *Why? - reasons given for action taken*
6. *How? - detailed background of fact circumstances*

The avenues for answering these questions are as follows:

1. Requests for information
2. Evidence
3. Interviews

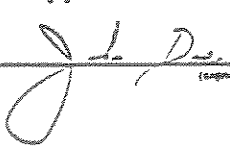
Requests for Information

As previously stated in this Handbook, controlling Collective Bargaining Agreement language in Articles 15, 17, and 31 entitle the Union to all information necessary for grievance processing. The vehicle for obtaining this information is the "Request for Information" form.

All grievances must have, as part of the file, at least one "Request for Information" (RFI) even if the information has not been provided to the Union. The RFI becomes a valuable tool for the Union to not only obtain information, but also to argue due process violations of Articles 15, 17 and 31, should information *not* be provided.

The steward must make every effort to substantiate submission of a RFI. Some of the methods for such proof are as follows:

1. Obtain signature from management official receiving the RFI.
2. Obtain witness verification that RFI was submitted. (i.e., initials or signature)
3. Reference RFI in Step 1 background.
4. Reference RFI in Step 2 written appeal.
5. Include a copy of the RFI in the grievance file.
6. Send the RFI certified mail, return receipt.

| AMERICAN POSTAL WORKERS UNION, AFL-CIO | |
|--|-------------------------------------|
| Grievant/Union | Name of Allegation |
| Class Action APWU | Overtime violation, Article 4 |
| <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">1/1/95</div> <small>Date of Appeal</small> | |
| To: <u>John Doe</u> | Title: <u>Supervisor</u> |
| From: <u>LeRoy Moyer</u> | Title: <u>Shop Steward, Tour 15</u> |
| <p>Subject: REQUEST FOR INFORMATION & DOCUMENTS RELATIVE TO PROCESSING A GRIEVANCE</p> <p>We request that the following documents and/or witnesses be made available to us in order to properly identify whether or not a grievance does exist and, if so, their relevancy to the grievance:</p> <ol style="list-style-type: none"> 1. <u>Copies of Overtime Desired Lists for 4th Quarter/1994</u> 2. <u>Time Cards for Week 1/PP16 for employees W. Smith and J. Brown</u> 3. <u>Staffing schedules</u> 4. <u>List of employees who worked overtime during Weeks 1 & 2 of PP16/year 19</u> 5. <u>copies of annual leave log</u> 6. _____ <p><small>NOTE: Article 17, Section 3 requires the Employer to provide for review all documents, files, and other records necessary in processing a grievance. Article 31, Section 3 requires that the Employer make available for inspection by the Unions all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement. Under 8a(5) of the National Labor Relations Act it is an Unfair Labor Practice for the Employer to fail to supply relevant information for the purpose of collective bargaining. Grievance processing is an extension of the collective bargaining process.</small></p> <p style="text-align: center;"> <input checked="" type="checkbox"/> REQUEST APPROVED <input type="checkbox"/> REQUEST DENIED </p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <u>1/2/95</u> <small>(date)</small> </div> <div style="text-align: center;">  <small>(signature)</small> </div> </div> | |

Requests for Information can be prepared on the APWU form developed for that purpose. An illustration of that form is included here.

A request for information may also be submitted in letter format such as the following:

*To: Installation Head
United States Postal Service
Anytown USA 00000*

Under the provisions of Articles 17 and 31 of the Collective Bargaining Agreement, the following information is being requested in order to process a grievance or to determine whether a grievance exists:

- 1. Copies of Overtime Desired Lists for 4th Quarter/1994*
- 2. Time Cards for Week 2/PP26 for employees W. Smith and J. Brown*
- 3. Staffing Schedule*
- 4. List of employees who worked overtime during Weeks 1 & 2 of PP26/year 1994*
- 5. Copies of Annual Leave log*

Thank you for your time in this matter.

*Paul Cirino, Shop Steward Tour II
American Postal Workers Union*

Requests for Information are important, required elements of any grievance investigation. There are no exceptions to their inclusion in the grievance file.

Evidence

There are many types of evidence the shop steward will request and rely upon in the course of a grievance investigation. Some examples are listed below.

Documentation in written or printed form

- Collective Bargaining Agreement
- Local Memorandum of Understanding
- Handbook and manual cites
- Correspondence
- Management Instructions (MIs)
- 3971s / 3972s
- Labor-management meeting minutes
- ETC reports, time cards
- Medical certifications
- Overtime desired lists
- Hiring worksheets
- Seniority lists
- Management directives and written policies
- Grievance resolutions
- Step 4 interpretive decisions
- National level arbitrations
- Lab reports
- Postal Inspection Service Investigative Memorandum
- Fitness for Duty results
- Restricted sick leave list
- Disciplinary letters
- OPF records
- Requests for Information

Witness statements
Newspaper clippings
Police reports
1723s

Any document which the Union or management uses to support their case or establish the facts is considered to be documentary evidence *and must be included in the grievance file.*

Record of physical inspection

Photographs and/or videos (with USPS permission)
Charts
Diagrams
Eye witness written descriptions and/or drawings
Maps, etc.

Interviews

Interviews are one of the most important weapons in the steward's arsenal of rights that can decide whether or not the Union will win grievances. Too many times in arbitration the Union finds new testimony and new explanations from management that justify or strengthen their position. Often, the Union advocate goes into arbitration not knowing what management's witnesses are going to say. This results in losing cases we should win.

Interviews are a powerful tool which, when properly constructed and well conducted, may establish facts which are otherwise unavailable in documented form. They can also substantiate and support the Union's position.

We have the right to interview any and all employees, supervisors and witnesses who are relevant to our grievance. If we do our job and conduct thorough interviews, we greatly enhance our chances of success in the grievance procedure.



What is an interview

An interview by a Union steward consists of a list of questions written **prior** to meeting a witness, employee or management official. The interview should be designed to elicit all information the witness has concerning the case the steward is investigating. At the meeting, the questions are asked and the *exact* responses are written down under the question. The steward notes the time and date the interview took place. The questions are designed to answer who, what, where, when, how and especially why. In some cases it is advantageous to take down a statement prior to asking questions where there is a dispute concerning what took place. Do not let witnesses write out their own statement unless they are friendly and articulate.



How can an interview be used

Once an interview has been completed, the Union has two (2) important tools of evidence in arbitration.

1. The interview, if written properly, can be submitted as evidence at the arbitration hearing.
2. The Union steward becomes a strong witness to keep the facts the same to ensure that management or adverse witnesses do not change their story.

Many times, we win cases on credibility issues alone. When interviews are done at Step 1, the Union advocates handling the grievance at later steps have the information to make a sound judgment on how to pursue or resolve the grievance.

Are interviews done on the clock

Article 17, Sections 3 & 4, of the National Agreement gives the steward the right to conduct interviews on the clock. Interviews are part of grievance handling. If a postal patron needs to be interviewed, time spent in the actual interview is on the clock even if the interview must be conducted *off of Postal premises*. (see Step 4, page 27)

Should interviews be done on both discipline and contract grievances

Yes, regardless of the type of grievance, interviews are extremely useful. In discipline grievances, interviews help to establish what actually took place, resolve the fact circumstance disputes and establish whether or not due process was followed. In contract cases, interviews establish fact circumstances and management's reasoning and justification for the action taken.

The importance of interviews cannot be overstated. Although interviews will not guarantee success, they greatly enhance our chances to succeed. An interview can identify the issue(s) of the grievance, provide evidence, ensure that testimony cannot be changed and define the weaknesses or strengths of the Union's case.

To be effective, an interview must be conducted and documented as follows:

Steward Glaser: "Did you issue the notice of suspension to Joe Smart?"

Supervisor Jackson: "I don't have to answer that."

Steward Glaser: "From whom did you seek higher level concurrence?"

Supervisor Jackson: "I did not seek higher level concurrence."

Steward Glaser: "Did you investigate before issuing the suspension?"

Supervisor Jackson: "Yes, I read the Investigative Memorandum."

See following page for illustration of properly documented interview

Notice how the written response is the **exact** response given by the witness during the interview. Do not precede the response with "He said/She said". The steward should attempt to obtain a signature on this interview by the witness whenever possible.

AMERICAN POSTAL WORKERS UNION, AFL-CIO

INTERVIEW OF WITNESS IN THE COURSE OF
GRIEVANCE INVESTIGATION/PROCESSING

Date: 1/10/95 RE: SEVEN(7) DAY SUSPENSION ISSUED TO J. BROWN

Name of Interviewer: L. GLASER, SHOP STEWARD TOUR II

Name of Individual Interviewed and Title: BILL JACKSON, SUPERVISOR - TOUR II

QUESTION: DID YOU ISSUE THE NOTICE OF SUSPENSION TO JOHN BROWN?

ANSWER: I don't have to answer that.

QUESTION: FROM WHOM DID YOU SEEK HIGHER LEVEL CONCURRENCE?

ANSWER: I did not seek higher level concurrence.

QUESTION: DID YOU INVESTIGATE BEFORE ISSUING THE SUSPENSION?

ANSWER: Yes, I read the investigative memorandum.

Bill Jackson
Witness signature

1/10/95
Date

L. Glaser
Union Representative

1/10/95
Date

Page _____ of _____

Remedies

One of the most misunderstood areas of the grievance arbitration procedure is the formulation of proper remedies for grievances.

General Principles

- It is important to remember to request in your remedy that all denied rights be restored and/or corrected. This is considered to make the grievant "whole." Once a remedy has been requested and this remedy has been advanced through the grievance procedure, an arbitrator usually limits the Union to what has been requested at Step 2 of the grievance procedure.
- When fashioning remedies, a general principle is that it be appropriate and based in the Collective Bargaining Agreement.
- It cannot be stressed enough that an experienced shop steward must consult with more experienced Union officers or stewards when they are in doubt about the appropriateness of a remedy.
- Often times, remedies will not be sustained because they are not CBA based, are inappropriate, punitive and/or excessive.

Some examples of appropriate remedies can be found in Chapter 6 of this handbook.

Anatomy of a properly constructed grievance

This section is intended to give you a step by step checklist for processing a grievance from the time a violation is brought to your attention. At times you will be referred to other chapters/sections of this handbook for further information. Use this chapter as a guide to ensure that your grievances are properly constructed and are prepared for the greatest chance of success.



Meet with the grievant (if there is one) to establish the facts

When a grievant approaches you with a complaint, you should use this initial meeting to establish the basic background fact circumstances. You should ask the grievant the six fact inquiries: WHO, WHAT, WHEN, WHERE, WHY and HOW.

In some cases, the Union is the grievant, such as in a class action grievance. You should then attempt to answer these 6 fact inquiries through your investigation as outlined below in Steps B and C.



Request relevant documents

Request any and all needed documents to establish fact circumstances. Refer to Chapter 4, page 53 for additional information on Requests for Information.



Prepare interview questions/Conduct interviews

Construct a series of interview questions designed to elicit information which will support the Union's position. For additional information on conducting interviews, review Chapter 4, page 58.



Analyze Information

Review all collected evidence to determine if the fact inquires have

been answered. If not, you may need to repeat Steps A-C

E Establish conclusions

By using the collected evidence, establish in a clear and concise manner the Union's position and which specific CBA provisions have been violated.

F Determine an appropriate remedy

Formulate a full and appropriate remedy. Examples of remedies for specific violations can be found in Chapter 6 Issues Most Prevalently Grieved. Also, more information on remedies can be found in Chapter 4, page 61.

G Preparation of the grievance file

Your grievance file should include all documents and evidence you have gathered to support the Union's contentions. These documents should be laid out in the order in which you are presenting your case. Organize your documents and evidence keeping in mind that, should your grievance advance through the grievance procedure, other Union officers or stewards may need to argue the case. They should be able to locate the necessary documents in the file with relative ease so that they are able to effectively present your arguments.

H Preparation of the Step 1 Worksheet

See Exhibit 5.1, page 69, for instructions on completing the Step 1 worksheet.

I Meet with management at Step 1 within 14 days from the date of the violation.

J

Appeal adverse Step 1 decision to Step 2 within 10 days from the date you receive your decision at Step 1.

See Exhibit 5.2, page 71, for instructions on completing the Step 2 appeal form

K

The Step 2 meeting

Article 15, Section 2, Step 2 (c) & (d) states:

"(c) The installation head or designee will meet with the steward or Union representative as expeditiously as possible, but no later than seven (7) days following receipt of the Step 2 appeal unless the parties agree upon a later date. In all grievances appealed from Step 1 or filed at Step 2, the grievant shall be represented in Step 2 for all purposes by a steward or a Union representative who shall have authority to settle or withdraw the grievance as a result of discussions or compromise in this Step. The installation head or designee in Step 2 shall have authority to grant or settle the grievance in whole or in part.

(d) At the meeting, the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. The parties' representative shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Article 11. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above."

Be sure to raise all of the Union's arguments and exchange all relevant documentation you wish to be included in the grievance file at the Step 2 meeting. Failure to do so will usually result in the Union being barred from raising such arguments at a later time.



Corrections and/or Additions

Article 15, Section 2, Step 2(g) states:

"(g) If the Union representative believes that the facts or contentions set forth in the decision are incomplete or inaccurate, such representative should, within ten (10) days of receipt of the Step 2 decision, transmit to the Employer's representative a written statement setting forth corrections or additions deemed necessary by the Union. Any such statement must be included in the file as part of the grievance record in the case. The filing of such corrections or additions shall not affect the time limits for appeal to Step 3."

Submission of a corrections and/or additions is a method in which the Union can ensure that an issue does not get lost or clouded by inaccurate or incomplete statements in management's written Step 2 decision.



Appeal of adverse Step 2 decision to Step 3 within 15 days of receipt of the written Step 2 decision.

Exhibit 5.1 Preparation of the Step 1 worksheet

Line 1

Discipline (Nature of) or Contract (Issue) - cite nature of violation or discipline (i.e., Letter of Warning, Suspension or AWOL, Overtime Bypass, Denied Annual Leave)

Craft - Clerk, MVS, Maintenance, Special Delivery

Date - Date grievance occurred

Local grievance # - Your numbering system as determined locally.

Line 2

Unit/Section - Place where violation occurred

Date/Time - Step 1 discussion date

Supervisor - Step 1 supervisor with whom the grievance was discussed

Grievant and/or Steward - names of both (i.e., Jackson/Moyer)

Line 3

This line is for the name and title of the Step 1 supervisor and also the time and date of the Step 1 decision.

In the block marked "Initials", the supervisor is required to initial to verify the date of the decision

Line 4

This line is self evident but *must* be completed in full

| AMERICAN POSTAL WORKERS UNION, AFL-CIO 1987 STEP 1 GRIEVANCE OUTLINE WORKSHEET | | | | | | | | | |
|--|---|-------------------------|-------------------|----------------------------------|-------------------|---|----------|-------------------------------|--|
| ① | DISCIPLINE NATURE OR CONTRACT VIOLATION | | | DATE | LOCAL GRIEVANCE # | STEP 1 GRIEVANCE # | | | |
| ② | UNIT/SECTION | DATE/TIME | STEP 1 SUPERVISOR | GRIEVANT AND/OR STEWARD | | | | | |
| ③ | STEP 1 DECISION BY NAME & TITLE | | | DATE & TIME | INITIALS | INITIALS ONLY VERBALLY DATE OF DECISION | | | |
| ④ | GRIEVANT PERSON OR UNION NAME HOME PHONE | | ADDRESS | CITY | STATE | PHONE | | | |
| ⑤ | SOCIAL SEC. NO. | SERVICE AUTHORITY CRAFT | STATUS/STEP | LEVEL | STEP | OUTY HRG | OFF DATE | | |
| ⑥ | JOB & PAY LOCATION (UNIT/SECTION/POST OFFICE) | | | HOMER LOCATION CITY AND ZIP CODE | | LIFE TIME SECURITY | | VETERAN YES - () NO - () | |
| ⑦ | Name | | | | | | | | |
| ⑦a | (a) Problem | | | | | | | | |
| ⑦b | (b) Background | | | | | | | | |
| ⑦c | (c) Discussion | | | | | | | | |
| ⑦d | (d) Corrective Action | | | | | | | | |
| ⑦e | (e) Management's Response | | | | | | | | |

Line 5

Enter all grievant information. If the grievance is a class action, this information is not necessary

Line 6

Job# . Pay Location - See Line 2

Work Location - Installation where grievant is employed

Lifetime security - Has the grievant achieved lifetime security in accordance with Article 6?

Veteran - Is the grievant a preference eligible as outlined in §512 of the Employee and Labor Relations Manual (ELM).

Line 7

Notes: - Cite any and all applicable articles, manual cites, directives etc...

7(a) Problem - Write a short statement of the problem i.e., " The grievant was bypassed for overtime. Junior employee worked."

7(b) Background - The background information based on the investigation you have conducted and the conclusions you have reached. If your background is extensive you may continue it on a separate piece of paper.

7(c) Documents - List any and all documents in the grievance file. This list may be completed on a separate sheet of paper. Notate such in this section.

7(d) Corrective Action - State your requested remedy

7(e) Management's Response - Give an explanation of management's reason for their decision, especially if denied.

Exhibit 5.2 Preparation of the Step 2 appeal form

Complete all information on the Step 2 appeal form, blocks 1-10, utilizing the corresponding information from the Step 1 worksheet. It is important to include any and all information available, completing this section in it's entirety whenever possible.

Under block 11, cite any and all CBA provisions, handbook and manual cites and/or any written negotiated language which is applicable.

Under block 12, the Step 2 statement of facts and contentions should include the Union's position and all established facts in a *thorough and concise* manner. In most cases, an arbitrator will limit the Union to facts and contentions raised at Step 2. *Do not include any arguments which you cannot support or prove.*

Block 13: Once again, in most cases, the arbitrator will limit the Union to the remedy requested at Step 2. Be sure to be *clear, accurate and thorough.*

| AMERICAN POSTAL WORKERS UNION, AFL-CIO | | | | | | STEP 2 GRIEVANCE APPEAL FORM | |
|--|--|---------------------------------|---------------------|--------------------------------|--|--|----------|
| 1 DISCIPLINE NATURE OR OR CONTRACT VIOLATION | | CAUSE | DATE | LEGAL GRIEVANCE/USPS GRIEVANCE | | | |
| 2 TO USPS STEP 1 DESIGNER NAME & TITLE | | INSTALLATION/REC. CAUSE/NO. | | | | | |
| 3 FIRST LOCAL UNION NAME CITY | | ADDRESS | CITY | STATE | ZIP | | |
| 4 STEP 2 AUTHORIZED UNION REP. NAME & TITLE | | AREA CODE | PHONE OFFICE | AREA CODE | PHONE OTHER | | |
| 5 LOCAL UNION PRESIDENT | | AREA CODE | PHONE OFFICE | AREA CODE | PHONE OTHER | | |
| WHERE - WHEN | | STEP 1 MEETING & DECISION | | | MET WITH | | |
| 6 UNIT/REC. BRANCH/NO. | | DATE/TIME | USPS REP. NAME | GRIEVANT AMERICAN STEWARD | | | |
| 7 STEP 1 DESIGNER NAME & TITLE | | DATE & TIME | | INITIALS | INSTALLATION ONLY | | |
| 8 GRIEVANT PERSON OR UNION NAME/CITY | | ADDRESS | CITY | STATE | PHONE | | |
| 9 LOCAL MAIL NO. | | SERVICE ASSIGNMENT | CARRIER/STATION/PTD | LEVEL | STEP | DUFY NO. | OFF DATE |
| 10 GRIEVANT LOCATION UNIT/REC. BRANCH/NO. | | WORK LOCATION CITY AND ZIP CODE | | | <input type="checkbox"/> VETERAN <input type="checkbox"/> VETERAN <input type="checkbox"/> VETERAN | | |
| 11 REFERRED TO ARTICLE 15 OF THE NEGOTIATED AGREEMENT OR OTHER CODES TO STEP 2 THE FOLLOWING GRIEVANCE CATEGORY IS IDENTIFIED <small>of that are limited to the following: NATIONAL (AM/Sec.) LOCAL MEMBERSHIP/OTHER MEMBERS, FOREIGN, U.S. MILITARY, ETC.</small> | | | | | | | |
| 12 DETAILED STATEMENT OF FACTS/CONTENTIONS OF THE GRIEVANT | | | | | | | |
| List of omitted covers as identified 13 CORRECTIVE ACTION REQUESTED | | | | | | | |
| NO CARBON NECESSARY (UP TO 3 COPIES) | | | | | | SIGNATURE & TITLE OF AUTHORIZED UNION REP. | |

Chapter 6

*Issues Most
Prevalently
Grieved
and the
Documentation
Required*

ISSUES MOST PREVALENTLY GRIEVED AND THE DOCUMENTATION REQUIRED

- A. Article 1, Section 6
Supervisors Performing Bargaining Unit Work
- B. Article 7, Section 1
Casuals in Lieu of Career Employees
- C. Article 7, Section 2
Crossing Crafts and/or Wage Levels
Insufficient Work
Light vs. Heavy Workload
- D. Article 7, Section 3 (B)
Maximization of Part-Time Flexible to Full-Time
- E. Article 8, Section 5
Overtime Assignments
- F. Article 10 & 19
AWOL
- G. Articles 10, 19 & 30
Annual Leave Denied
- H. Article 11
Holiday Schedule Violation
- I. Article 13
Light Duty Denied
- J. The Seven Tests of Just Cause
- K. Article 16, Section 3
Letter of Warning (Attendance)
- L. Article 16.3, 16.4, 16.5, 16.6 & 16.7
Loss of Pay Discipline-Suspensions and Discharge
- M. Article 19
Administrative Leave for an Act of God
- N. Article 28
Letter of Demand
Procedural Questions
Security Questions

ARTICLE 1, SECTION 6 SUPERVISORS PERFORMING BARGAINING UNIT WORK

Supervisors continually attempt to do our work rather than instruct bargaining unit employees to do the work. In offices with 100 or more bargaining unit employees this activity is prohibited except under the five limited criteria outlined in Article 1.6. In offices with under 100 employees, supervisors are permitted to do some work, generally that which is specifically provided for in their position descriptions.

We have had some recent arbitral successes in limiting the work supervisors can do in the under 100 employee offices.


If documented properly, management will sustain grievances which show that supervisors improperly did bargaining unit work and they will pay the equal number of hours worked by the offending supervisor to the employees named by the Union to be remunerated. The documentation necessary to establish that a violation of Article 1.6 occurred should include the following:

- 1) **Name of Supervisor.**
- 2) **Exactly what was the supervisor doing?**
 - a) **Area.**
 - b) **Crafts and position description/occupational groups to which work is assigned. (You'll need this information to determine who is affected, who will be make whole, ODL affected, etc., if applicable.)**
 - c) **Exact time(s) and date(s) supervisor's activity was noted.**
 - d) **Volume of work performed (if determinable).**
 - e) **Interview potential witnesses. (If notified on same day of incident, first get list of possible witnesses in area(s) where incident occurred. If after the day of occurrence, get a blank roster to determine scheduled employees who could be potential witnesses preference leave book, ODL N/S day drafting, etcetera. Accomplish these interviews first, if possible, because you want to have as many facts and as much support as possible prior to interviewing the supervisor. Determine if similar incidents were previously noted, brought to supervisor's attention, his/her response to objection.**
 - f) **Remember: WHO SAW?? WHO SAID?? WHEN?? WHERE?? WHAT??**

g) Interview Supervisor. It will be up to you to determine whether any of the five (5) exclusions pertain to the circumstances surrounding the grievance apply. (don't volunteer the exclusions) Don't accept a pat answer like "It was an emergency, or I was training employees."

Ask specific questions, such as: Who were you training? How long? How much instruction was necessary? Does employee have previous experience? What was the nature of the emergency? Should the machine have been shut down? Maintenance called? Don't be blown off! Establish your reason for the interview and pursue it until you are satisfied you have an understanding of what happened.

Corrective Remedy: Affected employees be paid for the amount of time their duties were performed by the supervisor at the applicable overtime rate of pay.



ARTICLE 7, SECTION 1 CASUALS IN LIEU OF CAREER EMPLOYEES

The employer has a right to use casual employees to supplement the career workforce. This segment of the workforce may not exceed 5% of the total number of employees covered by our Agreement. These employees may not be hired for more than two (2) eighty-nine (89) day periods and one (1) twenty-one (21) day period at Christmas time.

The employer has specifically recognized and stated that the casual workforce is only to supplement the regular workforce during high overtime periods and/or high vacation leave periods and that the year-round usage of casuals is a violation of the provisions of Article 7, Section 1.B.1.

As you know, most installations have a number of casuals being used all year round. If this is the case in your installation and there is no justifiable reason for this usage of casuals, (i.e. career employee(s) out of work temporarily because of on- or off-the-job illness or injury) then you should pursue a grievance. The documentation necessary to show a violation is time records which show:

- 1) The casuals have been used for a significant period of time.
- 2) The hours the casuals are working. (May show the need for full-time duty assignments.)

- 3) The operation(s) the casuals are used in. (May show where the need for full-time duty assignment is.)

Corrective Remedy:

- 1) All hours worked by casual employees be paid at the overtime rate to employees in the regular workforce.
- 2) The casuals be taken off the rolls.
- 3) Full-time duty assignments be established, if applicable.

**ARTICLE 7, SECTION 2
CROSSING CRAFTS and/or WAGE LEVELS**

Insufficient Work

In Article 7, Section 2.B, management can assign work across craft lines if there is insufficient work on a particular day on an employee's job. Prior to crossing craft lines, management must not only exhaust efforts to find work within the employee's craft, but also must ensure that their need to cross craft lines was reasonable, unforeseeable, and somehow unavoidable.

Light vs. Heavy Workload

Under Article 7, Section 2.C, the contract is clear that management cannot cross craft lines unless they can show that one craft is experiencing a light workload while another craft is experiencing an exceptionally heavy workload.

A light workload in one craft can be demonstrated by the cutting of casual and part-time flexible work hours; conversely, an exceptionally heavy workload in another craft can be demonstrated by the maximum amount of overtime being used provided the circumstances that created the imbalance were again reasonably unforeseeable and somehow unavoidable. In this situation, the temporary crossing of craft lines is permissible.

The documentation needed in order to show a crossing craft violation are:

- 1) Time records. management is responsible for properly documenting who is working what mail in what operation. This information will show that carriers, for example, are working in a clerical operation.

2) If management argues that they have met the prescribed criteria that permits craft crossing, then volume records, arrival times and both crafts' time records may be needed to show that their allegation is pretextual.

Corrective Remedy: All hours worked by the offending craft in our craft should be paid to our craft at the appropriate overtime rate.

ARTICLE 7, SECTION 3 (B) MAXIMIZATION OF PART-TIME FLEXIBLE TO FULL TIME

As you know, in installations with 200 or more man years, we are contractually guaranteed an eighty to twenty percent (80%/20%) ratio of full-time employees to part-time employees. Also, if a part-time flexible works eight hours within ten on the same five days and the same assignment each week over a six month period, this criteria establishes a full-time position. What of smaller installations like small post offices?

We have been very successful, in a number of recent arbitration decisions, in getting part-time employees converted to regular in these under 200 man year offices by relying on the language of 7.3b, which reads:

"The employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all postal installations."


Arbitrators have determined that this above referenced contractual language is an unequivocal promise on the part of the employer to create full-time positions, if at all possible.

In order to demonstrate how to argue for full-time positions, the following are a couple of examples: If we had an installation that had two part-time flexible employees (PTFs), of which both worked six (6) hours a day, six (6) days a week, and they worked the same hours, say 6:00 am until noon, this would be difficult to argue that a full-time, eight hour day position could be created. However, if the first PTF came in at 5:00 am and worked until 11:00 am and then the second PTF came in at 11:00 am and worked until 5:00 pm, this example indicates that there is a block of hours eight (8) within a ten (10) hours period which could be worked five (5) days a week, therefore, meeting the criteria set forth in Article 8, Section 1 and Section 2.C for the establishment of a full-time position and, obviously, the conversion of a part-time employee into that position.

In order to document these type cases to win, we need a solid work history report that should include the following at a minimum:

- 1) PTF work schedules for the last six months.
- 2) PTF timecards for the last six months.
- 3) Graph of eight (8) hour blocks by day showing hours worked by the PTFs over the six month period.

Corrective Remedy: The identified Part-Time Flexible Clerks be converted to Full-Time and paid any and all entitlements.



ARTICLE 8, SECTION 5 OVERTIME ASSIGNMENTS

We see a lot of Overtime Desired List (ODL) misassignments, bypasses and the utilization of those not on the Overtime Desired List grievances. These situations are usually cut and dry. However, our biggest problem is that the documentation necessary to show our adversaries that a violation occurred is quite often not contained in the grievance file. The following information is a prerequisite to establishing a contractual violation.

- 1) Copy of applicable Overtime Desired List.
- 2) Copy of timecards of ODL employees whose rights were violated.
- 3) Copy of timecards of employees who caused violations.
- 4) Copy of PS Form 1261 - Overtime Authorization.
- 5) Identify Date, Time, and violations occurred.
- 6) Identify time and a half, double time, and double time and a half hours of entitlement for each of the ODL employees whose rights were violated.
- 7) If the existence or content of a Public Address announcement is involved, who made the announcement? What was the time and date made? What was the Postal Service's contention of existence and/or content?

What was the grievant's contention of existence and/or content?

- 8) If employee(s) are (were) passed over on rotation, identify which rotation was violated. (N/S days, which day, before tour, after tour, etc., if applicable) how violation occurred, where list should have started and ended, where list actually started and ended causing the violation.
- 9) Establish BOTH the availability for notification and the availability to work of each and every bypassed ODL employee.
- 10) In your background narrative, state exactly how the violation of the ODL occurred. Be thorough in your explanation so that a person with some knowledge of the contract can read and understand the sequence of events leading up to and causing the violation(s).
- 11) Exactly where overtime assignments were worked.
- 12) Establish qualification of grievant to work assignment (consider limitation or restrictions if on light/limited duty).

NOTE: See Local Memorandum of Understanding Item #14 for locally negotiated aspects of ODL.

Corrective Remedy: Compensation of the appropriate individuals at the appropriate overtime rate.



ARTICLE 10 & 19 AWOL

Absences Without Leave (AWOL) situations are another high volume grievance generator. In order to establish that the employer's actions were arbitrary and capricious, the grievance file should contain the following:

- 1) Copy of AWOL leave slip with reason for decision cited.
- 2) Statement from employee on circumstances surrounding absence and why AWOL was unjustified.
- 3) Interview supervisor in regard to cited reason for AWOL. (State supervisor's name - signatures cannot always be read by others.)

- a) Don't accept pat answers or a restatement of the phrase cited in the approved/disapproved block. (i.e. EVIDENCE UNACCEPTABLE.) Ask why the supervisor found the reason unacceptable. GET A THOROUGH EXPLANATION.
- b) Obtain and determine the accuracy and correctness of referenced documents. (i.e. RESTRICTED SICK LEAVE LIST, PS FORMS 3972, ATTENDANCE ANALYSIS.)
- c) If, after the interview, you determine the AWOL was issued improperly, formulate the basis of your reasoning for detailed explanation in narrative and write it down in a brief sentence or two at this time.
- d) At this time, your investigation could go in various directions depending upon circumstances of AWOL. i.e.:
 - 1) If "no call", determine who took calls on that day/tour, circumstances surrounding the failure to call, etc.
 - 2) If evidence was requested, why wasn't it submitted, go back to grievant for further interviews.
 - 3) Pursue and obtain the facts in regard to the matter, determine discrepancies, inconsistencies and write a complete narrative stating the events in chronological order and completely explain the basis of your contention why the AWOL was unjustified and, therefore, violative of the agreement.

Include copies of the following:

- 1) Copy of 3971
- 2) Copy of 3972
- 3) Copies of referenced documents (RSL, medical documentation, etc.)
- 4) Copies of grievant's statement
- 5) Copies of evidence submitted, if applicable

Corrective Remedy: That the AWOL be changed to approved leave and the individual be compensated accordingly.

Employee and Labor Relations Manual (ELM) References:(AWOL)
364.45, 513.342, 512.412, 513.365, 512.422, 513.64, 513.332, 514.12

ARTICLES 10, 19 & 30 ANNUAL LEAVE DENIED

All too often, members are denied annual leave despite their having the Nationally and Locally negotiated right to take leave. In these situations, the following information should be contained in the grievance file.

- 1) Copy of grievant's leave slip. Cite craft, level and position description/occupational group, if applicable (see LMOU).
- 2) Copy of leave book/register for level and position description/occupational group for period of time affected if applicable.
- 3) Identify the period affected. CHOICE VACATION PERIOD (CVP) or OTHER THAN CHOICE VACATION PERIOD (OTCVP)
- 4) Determine the appropriate number and/or percentage agreed to in the LMOU for the affected position description/occupational group. (CVP - Item #9 LMOU; OTCVP Item #4 LMOU).
- 5) Calculate the number of employees in the craft/position description/occupational group that should have been granted leave. If less than the number required were granted leave, determine how many employees had leave disapproved, their dates of submission (check disapproval date in book/register or on disapproval slip) and determine which leave should be granted (multiple requests submitted on same day for that date or future date are considered in order of seniority.)
- 6) Contact the appropriate Postal Service supervisor and state the discrepancy to be corrected. If the supervisor disputes your figures, determine where the dispute lies. How does he calculate the number of employees to be granted leave.
- 7) Give narrative of events explaining violation if matter cannot be resolved.

References:

Article 10 National Agreement
ELM, Chapter 510
LMOU Items #4, 5, 6, 7, 8, 9, 10, 11, 12

Corrective Remedy: The denied leave be remedied by granting an equal amount of administrative leave and/or that the employee be permitted to be granted annual leave at a time of his/her choosing.

ARTICLE 11 HOLIDAY SCHEDULE VIOLATION

The employer has been notoriously inept when it comes to properly staffing and scheduling during the holiday scheduling period. Violations usually take the form of over drafting (scheduling more employees than are utilized on that same day during other service weeks, drafting non-volunteers to work prior to utilizing all casuals and part-time flexibles to the fullest extent possible, even if overtime is necessary, and drafting employees and then granting wholesale leave on that day, etc.).

The language referenced for this subject is contained in the National Agreement, Article 11, Section 6B and Item 13 of your Local Memorandum of Understanding and grievance files for violations should be documented as follows:

- 1) Copies of timecards of casuals and PTFs who were not required to work and/or were not worked to the maximum extent possible.
- 2) Copies of timecards of non-volunteers required to work the holiday schedule.
- 3) Copy of the holiday schedule and/or solicitation lists for the affected day(s).
- 4) Write a complete narrative of how the violation occurred in which you:
 - a) identify the casuals and PTF's by name and category;
 - b) establish the qualification of the casuals or PTFs to perform the work for which the non-volunteers were scheduled;
 - c) identify the non-volunteers who were required to work by position description/occupation group, if applicable.

Corrective Remedy: The remedy for the aforementioned violations should be consistent with the Headquarter Level Holiday Scheduling violation agreements which can be found at the end of this chapter.

ARTICLE 13 LIGHT DUTY DENIED

All too often, able-bodied employees get injured outside of work and request light duty work from the management at their installation only to be told to take sick leave and come back when you are better.

This is clearly a violation of the agreement. Employees have a right to light duty work if it is available at their installation within their medical limitations. They have a responsibility to request light duty from the installation head in writing and submit supportive medical documentation which outlines their limitations.

The employer has the obligation to show the greatest consideration and exhaust every effort to find the employee work within their limitations. The employer has a further obligation to reply to the employee's request in writing.

It is important to note that if work cannot be found on the employee's regular tour of duty, work on other tours or non-scheduled days must be provided if available.

The documentation needed to show a violation when light duty is denied is as follows:

- 1) The light duty request along with supportive medical documentation.
- 2) The employer's reply.
- 3) What work was available within the employee's limitations. (What operation, amount, type, duration of work in hours/days.)

Corrective Remedy: The employee should be made whole for all hours of work, even overtime, if applicable, that he/she was denied.

NOTE In most states, if employees are denied work, they are eligible to collect unemployment compensation.

DISCIPLINE AND "JUST CAUSE"

In the issuance of any discipline, the burden of proof is on the employer to show that they had "just cause" to punish the employee in the manner they chose. As the employee's representative, we must establish that the employer did not have "just cause" for his actions. This is not to state that every issuance of discipline is not for just cause or to suggest that every issuance is defensible and must be placed into the Grievance Arbitration Procedure.

The principles or standards by which just cause has been defined were first outlined by Arbitrator Carroll R. Daugherty in a United Mine Workers case. Mr. Daugherty established what we have come to use as the backdrop on which all disciplinary issuances are examined. These same principles are a part of our Collective Bargaining Agreement as they are outlined in the EL-921 handbook.

References:

EL-921, Supervisor's Guide to Handling Grievances
42 LA 558 Grief Bros. vs. United Mine Workers

THE SEVEN (7) TESTS OF JUST CAUSE

1) *Did the Company give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?*

In other words, were there some kind of written (or oral) instructions governing the situation the employee is being disciplined for. This could be a notice posted on a bulletin board or found in an order book. The important thing is that it must be proven that there was actual written or oral communication of these rules before the incident occurred.

2) *Was the Company's rule or managerial order reasonably related to the orderly, efficient and safe operation of the Company's business?*

In order for discipline to be upheld, the rule should be practical and make good sense and not be silly or frivolous. However, even if the employee believes the rule is unreasonable, the employee must obey the order. The employee can later file a grievance.

3) *Did the Company, before administering discipline to an employee, make an effort to discover whether the employee did, in fact, violate or disobey a rule or order of management?*

The employee has a right to know what he/she is being disciplined for. The investigation should be made before disciplinary action is taken. In too many cases, the action is taken without proper investigation.

- 4) *Was the Company's investigation conducted fairly and objectively?*
- 5) *At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?*
- 6) *Has the Company applied its rules, orders, and penalties even-handedly and without discrimination to all employees?*

Have other employees been guilty of the same infractions of the rules and received lessor or no disciplinary action?

- 7) *Was the degree of discipline administered by the Company in a particular case reasonably related to (a) the seriousness of the employee's proven offense, and (b) the record of the employee in his/her service with the Company?*

It would not be just to fire an employee for being tardy twice over a six month period if he/she had an unblemished record for 15 years prior to that. On the other hand, if the employee has a record of previous offense, that record should not be used to judge whether he/she is guilty of the latest offense.

Following the above seven tests of just cause will not guarantee a winner in all grievances, but it should enhance their chances of being settled successfully.

ARTICLE 16, SECTION 3 LETTER OF WARNING (ATTENDANCE)

Attendance related discipline is another high volume grievance at the Regional Level and the following information should be contained in the grievance file in order to be successful:

- 1) Copy of Letter of Warning (LOW).
- 2) Employee's statement as to why he believes LOW was not justified.
- 3) Copies of all PS Forms 3971 cited in LOW.
 - a) Were they all unscheduled? (completed properly)

- b) Has the action taken on any of these LEAVE REQUESTS been modified as a result of grievance settlements or other action or agreement? (EEOC settlement, etc.)
 - c) Are all cited absences accurate?
- 4) Copy of entire PS Form 3972 (ATTENDANCE ANALYSIS) including supervisor comment/attendance check blocks. (If more than one year referenced, obtain copies of additional PS Form(s) 3972.)
 - a) Identify when and whom conducted previous attendance reviews. SIGNATURES ARE OFTEN UNCLEAR - PRINT SUPERVISOR'S NAME ABOVE SIGNATURE.
 - b) Was the reviewing supervisor different than the issuing supervisor? (If so, keep in mind that different supervisors could have different standards, i.e. more lax in regard to attendance, by which employees are measured. If this situation comes into play, pursue the possibility of "different standards" through investigation (see "just cause" enclosure).
- 5) If employee was supposed to have been given a discussion, ensure that it was a proper discussion as envisioned by Article 16.2.
- 6) What was stated during any previous discussions in regard to the deficiency?
 - a) Supervisor's contention of content and intent of discussion.
 - b) Employee's contention of content and intent of discussion.
- 7) The point here is to determine whether or not the employee was made aware that his/her attendance was less than acceptable prior to the issuance of the LOW. The LOW should not be the manner in which the employee is notified that his attendance is deficient but rather management's recourse to the employee's failure to respond to and correct the employee's previously identified and explained attendance deficiency.
- 8) Listen for improper reason(s) for issuing the LOW. Be alert for supervisor's statements referring to:
 - a) Low sick leave balance.

- b) Previously issued disciplinary actions which are no longer a part of the employee's record or which are not applicable to this issue. (i.e. this guy's been an attendance problem for years.)
- c) Any other improper references which, in your judgment, would lead you to believe the supervisor was less than objective in his approach to issuing the LOW.

References to the above are almost always inappropriate and could indicate the employee was prejudged without being given his/her due objective consideration.

Test the circumstances revealed through your investigation for "just cause" using the above referenced seven (7) tests of just cause. Write your complete narrative of the investigation identifying all acts or omissions which support the union's contention that the LOW was improperly or unjustly issued.

ARTICLE 16.3, 16.4, 16.5, 16.6 & 16.7

LOSS OF PAY DISCIPLINE - SUSPENSIONS AND DISCHARGE

There are literally hundreds of infractions employees can and have been disciplined for. It's difficult to put into a formula the information necessary to have the discipline overturned or reduced. A key in defending all issuances of discipline is the seven tests of just cause. If you go through the seven tests and can structure a legitimate defense in one or more of these areas, our chances of success are good.

Include the following in the grievance file:

- 1) Copy of Letter of Charges.
- 2) Determine exactly which rule, order or directive was violated. (Include copy of same.)
- 3) Determine whether employee was aware of the rule, order or directive he was disciplined for violating.
- 4) How or why the employee was or should have been aware of the rule, order or directive.
- 5) Was the discipline progressive, meaning was the employee given a discussion, Letter of Warning, etc., for the same infraction? This pro-

gression may be overlooked by the employer if the infraction is proven to be serious in nature.

- 6) Was employee given the appropriate contractual notice period? (i.e. ten days notice for suspension of 14 days or less, thirty days for suspension of 14 days or more and discharges, etc.)
- 7) Was discipline imposed commensurate with the seriousness of the infraction?
- 8) Was discipline properly reviewed and concurred?
- 9) If the Postal Inspection Service was involved, request and include a copy of the Investigative Memorandum in your grievance package.



ARTICLE 19 ADMINISTRATIVE LEAVE FOR AND "ACT OF GOD"

The above referenced grievance makes a claim for administrative leave because of an "Act of God".

Section 519 of the Employee and Labor Relations Manual authorizes postmasters or installation heads to approve administrative leave when fact circumstances meet the following criteria.

- 1) That an "Act of God" occurred¹ (a storm in this case)
- 2) That the storm effected the general community and not just singular individuals²
- 3) That employees, despite their diligent efforts at reporting for work, were prevented because of the storm conditions³

For the purposes of documenting grievances if management refuses to grant administrative leave, in order to show that the above referenced three criteria existed, the following information is preferred in a grievance case file.

¹ See ELM 519.21

² See ELM 519.211

³ See ELM 519.213

- 1) To demonstrate that criteria #1, an "Act of God" (storm condition) existed, obtain the following:
 - a) Newspaper accounts
 - b) Television accounts (video tape news broadcasts after the storm)
 - c) Declarations of states of emergency by state, city or local township leaders
 - d) Show any cancellation of postal services, ie. carrier, MVS or highway contract drivers prohibited from delivery by postal management


- 2) The following documentation is preferred to show that criteria #2 existed:
 - a) The number of employees who reported for work versus those who did not report for work, written down by tour and/or craft, depending on which percentage is higher and makes a better demonstration for meeting the criteria
 - b) 3971's for employees who called off requesting administrative leave, annual leave or leave without pay because of the weather conditions*

- 3) The preferred documentation in order to meet this criteria is:
 - a) A written statement from each employee outlining what efforts they actually made. This should include at a minimum:
 - i. The method of transportation used to get to work
 - ii. The routes taken to get to work
 - iii. The problems related to the method used and routes taken that prevented the employee from reporting
 - b) In order to support employee's claims that traffic or road conditions were impassable, contact local police for accounts of road conditions. This same information can be obtained from local radio stations who give traffic condition reports. A printout of the roads that are effected on an hour by hour basis are outlined and can be requested.

So, if the Union can show that a storm occurred that was general in nature, and that the storm effected meaningful groups of employees despite their diligent efforts to report to work, then we will be successful in winning administrative leave for the day or days in question.

If any of the above referenced information is not currently contained in your case file or the file that has been appealed to our office, please gather it (if available) and forward it at your earliest opportunity.

* Note: Those requesting sick leave or on sick leave are not entitled to administrative leave.



ARTICLE 28 LETTER OF DEMAND

According to Article 28 of our National Agreement, employees will be held strictly accountable for their assigned fixed credits or vending credits. This accountability assumes that the Employer will responsibly carry out their contractual obligations to ensure that the employee is not assigned an undue risk.

Therefore, there are certain procedural questions as well as security questions that must be answered to establish if the employee should be held strictly accountable or the Employer should assume the liability.

PROCEDURAL QUESTIONS

- 1) Check Form 3368 to ensure that the audit was completed within four (4) months of the previous audit.
- 2) Was the audit conducted in a quiet environment away from the window operation?
- 3) Were requisitions scheduled weekly?
- 4) Was all stamp stock properly counted and recorded on Form 17?
- 5) Was individual permitted enough time to do a proper count?
- 6) Do we agree with the accuracy of the count?

- 7) Was a recount requested?
- 8) Were current and previous audits adjusted correctly?
- 9) Stamp credit examinations should be done prior to any transactions taking place. Make sure disbursements are recorded correctly on Form 3294.
- 10) Were counts performed independently on separate 3294s? (supervisor vs. employee)
- 11) Is there a relationship between one employee's overage and another employee's shortage?
- 12) Was employee given specific options for repayment in Letter of Demand?
- 13) Was employee given mandatory bargaining unit appeal rights in Letter of Demand?
- 14) Were monies over \$200 collected before the Grievance Arbitration Procedure ran its course?

SECURITY QUESTIONS

- 1) Are all keys properly inventoried and accounted for?
- 2) Are any keys interchangeable? (Check Form 1628.)
- 3) Are all PS Forms 3977 properly inventoried and are they examined every six months?
- 4) Is safe/vault combination changed each time a person leaves the office permanently?
- 5) Are all keys and locks checked for interchangeability annually?
- 6) Are each individual duplicate keys sealed in a PS Form 3977 and have they designated two witnesses?
- 7) Does the Postmaster or designated subordinate have exclusive control over the secure placement of the duplicate keys in the safe or vault?

- 8) Are there any documented machinery malfunctions which are directly related to current audit deficiency?

Include copies of the following, if applicable:

- 1) Letter of Demand.
- 2) Form 17, Stamp Requisition.
- 3) Form 1412, Daily Financial Report.
- 4) Form 3294, Cash and Stamp Stock Count and Summary.
- 5) Form 3356, Stamp Requisition Bulk Quantities.
- 6) Form 3368, Stamp Credit Examination Report.
- 7) Form 3369, Consigned Credit Receipt.
- 8) Form 3977, Duplicate Key Envelope.

Reference:

Collective Bargaining Agreement - Article 28
F-1, Post Office Accounting Procedures -133, 362.4, 362.5, 362.6,
433.23, 433.27, 443.81, 444.2, 472.
F-50, Section 221.a, 254, 265.2, 265.3, 261
Administrative Support Manual - 273.461, .462, .48
Employee and Labor Relations Manual - 462.3

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
THE AMERICAN POSTAL WORKERS UNION, AFL-CIO
AND
THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

The United States Postal Service, the American Postal Workers Union, AFL-CIO, and the National Association of Letter Carriers, AFL-CIO, hereby agree to resolve the following issues which remain in dispute and arise from the application of the overtime and holiday provisions of Articles 8 and 11 of the 1984 and 1987 National Agreements. The parties agree further to remand those grievances which were timely filed and which involve the issues set forth herein for resolution in accordance with the terms of this Memorandum of Understanding.

12 Hours In A Work Day and 60 Hours In A Service Week Restrictions

The parties agree that with the exception of December, full-time employees are prohibited from working more than 12 hours in a single work day or 60 hours within a service week. In those limited instances where this provision is or has been violated and a timely grievance filed, full-time employees will be compensated at an additional premium of 50 percent of the base hourly straight time rate for those hours worked beyond the 12 or 60 hour limitation. The employment of this remedy shall not be construed as an agreement by the parties that the Employer may exceed the 12 and 60 hour limitation with impunity.

As a means of facilitating the foregoing, the parties agree that excluding December, once a full-time employee reaches 20 hours of overtime within a service week, the employee is no longer available for any additional overtime work. Furthermore, the employee's tour of duty shall be terminated once he or she reaches the 60th hour of work, in accordance with Arbitrator Mittenthal's National Level Arbitration Award on this issue, dated September 11, 1987, in case numbers H4N-NA-C 21 (3rd issue) and H4C-NA-C 27.

Holiday Work

The parties agree that the Employer may not refuse to comply with the holiday scheduling "pecking order" provisions of Article 11, Section 6 or the provisions of a Local Memorandum of Understanding in order to avoid payment of penalty overtime.

The parties further agree to remedy past and future violations of the above understanding as follows:

1. Full-time employees and part-time regular employees who file a timely grievance because they were improperly assigned to work their holiday or designated holiday will be compensated at an additional premium of 50 percent of the base hourly straight time rate.
2. For each full-time employee or part-time regular employee improperly assigned to work a holiday or designated holiday, the Employer will compensate the employee who should have worked but was not permitted to do so, pursuant to the provisions of Article 11, Section 6, or pursuant to a Local Memorandum of Understanding, at the rate of pay the employee would have earned had he or she worked on that holiday.

The above settles the holiday remedy question which was remanded to the parties by Arbitrator Mittenthal in his January 19, 1987 decision in H4N-NA-C 21 and H4N-NA-C 24.

William J. Downes
 William J. Downes
 Director, Office of
 Contract Administration
 Labor Relations Department

DATE 10/19/88

Thomas A. Neill
 Thomas A. Neill
 Industrial Relations Director
 American Postal Workers
 Union, AFL-CIO

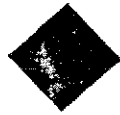
DATE 10/19/88

Lawrence G. Hutchins
 Lawrence G. Hutchins
 Vice President
 National Association of
 Letter Carriers, AFL-CIO

DATE 10/19/88

Chapter 7

Grievance Handling



Questions and Answers

I. NECESSARY TIME TO INVESTIGATE AND PROCESS A GRIEVANCE

- Q1: How much time is allowed in the collection of evidence for the processing of a grievance?
- Q2: What is considered unreasonable when a steward requests time to process a grievance?
- Q3: Is there a time limit that a steward can meet with a grievant?
- Q4: Can management determine the time necessary to investigate a grievance?
- A1-4: The language in Article 17.4 of the Collective Bargaining Agreement provides for "reasonably necessary" time for processing grievances and/or meeting with the grievant(s) and witnesses. The parties have determined that reasonable time cannot be measured by a predetermined time limit. Management cannot set a time limit for grievance processing, investigation and interviews.
- Q5: Can a supervisor request that a grievant and/or steward return to the workforce before he/she has finished being interviewed or making a written or oral statement?
- A5: Management may, at any time, terminate grievance processing release time. However, upon such termination, Management should give the steward the reasons for the termination and inform the steward when additional time will be provided.

II. REQUESTING AND OBTAINING INFORMATION

- Q6: Is there anything that allows management to withhold documents?
- A6: Articles 17.3 and 31.3 require Management to provide to the steward ALL relevant information necessary for grievance investigation/processing. The regulations for obtaining medical information are contained in Parts 353.326 of the Administrative Support Manual and under Part 220 of the EL-806, Health and Medical Service Manual.

- Q7: What can be done directly when management fails to provide information that was requested?
- A7: A. Notate the denial in the grievance which is being processed.
 B. File a separate grievance under Articles 17.3 and 31.3.
 C. File a charge with the National Labor Relations Board for management refusing to provide necessary information for collective bargaining.
- Q8: Does the Union have the right to obtain correspondence between management?
- A8: Generally, the answer is yes. However, notations on discussions (under Article 16.2) which are not official USPS correspondence or documents and which may not be exchanged between supervisors may not be accessed under Articles 17 or 31 by stewards.
- Q9: Does a Union official have the right to obtain an employee's OPF and review it for information needed in a case?
- A9: Under the Administrative Support Manual, Part 353.326, the steward may request and shall have access to an OPF applying the relevancy standard of Article 17.3. Permission (while not required) of the individual employee will expedite access.
- Q10: What do you do when a witness denies or withdraws witness statements at some time during the grievance procedure?
- A10: Once a witness statement (or preferably an interview) is completed, it becomes part of the record of grievance investigation. The Union retains such information and shall decide on its usage at subsequent steps in the Grievance/Arbitration Process.
- Q11: Can I access out of craft information for documents and witnesses?
- A11: A steward's investigative jurisdiction is not limited by craft or work location.
- Q12: Is there a limitation on the number of witnesses?
- A12: There is no limitation on the number of witnesses which may be interviewed in the course of a grievance investigation.
- Q13: If the Inspection Service uses a tape recorder during an interview, can the Union representative use one? If not, is the Union entitled to have a copy of the tape?

- A13: Permission must be obtained from Postal Management before tape recording, photographic or video equipment may be utilized on USPS property. If Postal Inspectors use a tape recorder, the Union has a right to obtain access to the recording (Article 17.3 and 31.3)
- Q14: If additional information becomes available, must it be provided and how quickly?
- A14: Management is required to provide the Union with whatever information was requested. If information is not initially provided, Management is required to provide it when it does become available.
- Q15: Can a supervisor request a shop steward's documents from a grievance?
- Q16: In what circumstances can the Union refuse to give information to management?
- A15-16: Under Article 15, Section 2, Step 2d, the parties are required to fully exchange all documents and papers relied upon in the grievance process.
- Q17: Does the steward have a right to leave a work area to interview a grievant(s)?
- Q18: Can a steward on Union time (on-the-clock) go to interview non-postal employees at their homes or jobs if they have information pertinent to a grievance?
- A17-18: Article 17.3 permits stewards to conduct interviews outside their work areas, with permission. Stewards may also conduct interviews with non-postal employees off the premises on the clock.
- Q19: Anytime a Union official is conducting Union business, should he or she be compensated for their time?
- A19: Under Article 17.4, stewards conduct grievance investigation/processing on the clock and are compensated by the Employer.
- Q20: When on Union business, do you have to punch a green timecard (PS 1234) or do you stay on your regular time card to do this work?
- A20: Stewards should follow Management instructions regarding how steward time is reflected by timekeeping.
- Q21: When Management is asked if a Union official can obtain steward time, does Management have the right to ask for whom and for what is this steward time needed? Can the Union deny this information to Management?

- A21: Management has the right to ask the general nature of the needed steward duty time. Additionally, Management may ask the steward to estimate the time needed for processing/investigation of grievance(s).
- Q22: What action should be taken when management refuses to recognize an individual as the Union representative?
- A22: If Management refuses to acknowledge a steward under the formula of Article 17.2 and after official notification to Management by the Union, then grievances and charges under the National Labor Relations Act must be filed.
- Q23: Is it possible to hold a Step 2 meeting at another site, rather than at a postmaster's installation?
- A23: The parties may agree to hold meetings at any mutually acceptable location. However, Management is not required to meet outside the installation.
- Q24: During a grievance meeting, the steward is equal with the supervisor. At what point is the steward not equal to the supervisor?
- A24: The steward may not refuse to return to the workforce upon Management termination of steward duty time. Arbitrators have held that while there is an equality in their relationship, a steward may not unreasonably become belligerent, vulgar or abusive. In responses to Management, verbalization and actions should not exceed the nature and degree of what Management does.
- Q25: Can a steward demand a private consultation with a member who is under questioning from management and/or the Inspection Service?
- A25: Following a request by an employee for Union Representation in an interview with the Postal Inspection Service, the steward/representative shall consult with the employee before the interview commences/continues. Although there is no written agreement/rule regarding same in an interview with Management, the steward should insist on such consultation.
- Q26: Can the Inspection Service make the steward leave the room while the employee is waiting for legal counsel?
- A26: No. The Employee is entitled to the Steward during the entire interview.

III.

RIGHTS OF THE GRIEVANT

Q32: Once a grievance is in the system, can the grievant change his/her mind and ask to have the grievance rescinded?

A32: Once appealed to Step 2, the Union becomes the controlling party to any grievance.

Q33: Should the grievant be present when you handle the grievance with management?

A33: This is a matter of judgment and Local Union policy. The presence of a grievant in one instance may inhibit and prevent resolution of a case. In another circumstance, the presence of a grievant may assist in the resolution.

Q34: Does the grievant have to be present at Step 1 or Step 2?

A34: No. At both Steps 1 and 2, the grievant may be represented by the steward without presence of the grievant.

Q35: Can an employee request a specific steward (i.e. Union president) when being questioned by the Inspection Service?

A35: An employee may make such a request, however, the Postal Inspection Service is only required to adhere to Article 17.3 regarding providing a steward or Union Representative.

Q36: Can management refuse to allow a grievant to speak to the Union?

A36: Reasonable time for consultation must be provided

Q27: What right, as a steward do you have when the Inspection Service wants the employee to submit to a blood, alcohol, or a lie detector test?

A27: An employee should not submit to a blood/alcohol/fingerprint test until consultation with an attorney. Lie Detector tests must never be agreed to or participated in by employees.

Q28: Can the steward bring in outside help (i.e. area steward, craft director, legal representative), and does that person become the grievant's representative? If not, can they still take part in the investigation? If they take part, can the steward still receive all information on the grievances?

A28: Under Article 17, Sections 2B and 2D, the Union may, at the Regional Level, designate another Union Officer or an outside representative to act in place of a steward. The steward may then be a witness, but shall not be a co-representative.

Q29: Can a steward be present at Step 3?

A29: There is no Collective Bargaining Agreement provision which provides for the presence of stewards at Step 3.

Q30: Can the Union file a grievance against the Inspection Service for harassment, intimidation, or withholding of information?

A30: The Union may file grievances against Management for the withholding of information as it is Management's responsibility to obtain information from the Postal Inspection Service for the Union. There are no contractual provisions which address the behavior of Postal Inspectors; however, Management is responsible under Article 14 to provide a safe, healthy work environment.

Q31: What can be done when a supervisor continues to do the same thing over and over again, even though you have grieved it many times?

A31: Repeated violations of the Collective Bargaining Agreement, even though sustained through the Grievance/Arbitration process must be presented to Union Officers for Labor/Management meeting discussion and resolution. Continued filing of grievances will demonstrate the severity of the on-going problem and attract appropriate corrective attention.

Q38: At what time or instance can a grievant say they were not represented properly and possibly have grounds for a lawsuit?

A38: The Union has a legal responsibility to fairly, without bias, represent an employee in the Grievance/Arbitration Process and before the Postal Inspection Service.

IV.

GRIEVANT'S CONSENT

Q39: Should a Union steward make settlement without the grievant's consent? Is it advisable? When or when not?

A39: This is also a matter of judgment and Local Union policy. A grievant's consent is not required in the Grievance/Arbitration Process by the Collective Bargaining Agreement. There may be times when it is advisable to obtain input from a grievant; however, the representative is trained to exercise sound judgment and is charged with responsibility as the authorized Collective Bargaining Representative.

Q40: In a case involving an individual employee, can the Union file a grievance without the employee's consent?

A40: The participation of an individual grievant is not required when filing a grievance as per Article 15, Section 2, Step 1a.

V.

ADDITIONS AND CORRECTIONS

Q41: When is the last opportunity to submit additions and corrections?

Q42: Is there a limit on the number of corrections and additions?

A41/42: Additions and corrections must be submitted within (10) ten days from receipt of the Employer's Step 2 decision. There is no limit to the number of corrections and additions to a Step 2 decision.

VI.

SETTLING AND RESOLVING GRIEVANCES

- Q43: How much authority do I have as a craft director (or steward) to settle a grievance?
- A43: Article 15, Section 2, Steps 1b and 2c, give full authority to the steward or Union representative to resolve or withdraw in whole or in part the grievance.
- Q44: Is it better to give a Step 1 in a written or an oral form?
- Q45: If a grievance is settled at Step 1, is there any paperwork to be filed for future reference in other grievances?
- Q46: Does management have an obligation to provide an answer to a Step 1 in writing?
- Q47: If while discussing a grievance, the grievance is settled verbally, should you write it up on a Step 1 worksheet or a Step 1 resolution form?
- Q48: Who is responsible for writing or typing mutual agreements between the parties?
- A44/45/46/47/48: Depending upon the issue, a written Step 1 resolve is advisable to assure future compliance. Management does not have a Collective Bargaining Agreement obligation to issue a written Step 1 decision. Either party may write a resolution of mutual agreement which must be signed by both parties to be valid and binding.
- Q49: Is there any circumstance when you should not verbally remedy a problem and go right to filing a grievance?
- A49: Resolution attempts prior to the filing of grievances are a matter of judgment and experience.
- Q50: Do you advocate having the grievant with you when talking to the immediate supervisor when trying to verbally handle a problem or initiating a grievance?
- A50: This is a matter of judgment and Local Union policy. The presence of a grievant in one instance may inhibit and prevent resolution of a case. In another circumstance, the presence of a grievant may assist in the resolution.

Q51: Is the Union responsible for any violation of an agreement between management and an employee at Step 1?

A51: The Union must pursue any Collective Bargaining Agreement violations whether or not they occur following an agreement between an employee and manager. An employee may not enter into any agreement that violates the Collective Bargaining Agreement.

Q52: Should the Union be present during any oral meeting with management?

A52: Discussions under Article 16.2 are private between supervisor and employee. No Union Representation is permitted. Fact gathering interviews which could possibly lead to discipline require a Union Representative if the employee requests one's presence. Step 1 meetings between an employee and supervisor may take place without Union representation. However, we must discourage such "stewardless" Step 1 meetings.

Q53: Can a grievance be resolved or withdrawn locally prior to a Step 3 decision?

A53: Once a grievance is appealed to Step 3, it cannot be officially withdrawn at the Local Level without Regional Union authorization.

Q54: After a grievance is withdrawn at Step 3, but additional information becomes available, can the Union reinstate the case?

A54: Once a case, disciplinary or contractual, is withdrawn, it is moot. However, if the contractual violation is a continuing one, then a new grievance can be filed including the additional information. Once withdrawn, a disciplinary case cannot be resurrected.

VII.

TIME LIMITS

55: Does the 14 day time limit start when the grievance occurs, or when the grievant contacts the Union?

A55: The (14) fourteen day clock starts from the date of event/incident or notice receipt.

Q56: What is the best way to keep track of grievance time limits?

A56: Logs and/or status sheets attached to each case file are recommendations. This must be determined locally, bearing in mind that clarity, consistency and an absolute commitment to never having an untimely case are top priorities.

Q57: If new information becomes available between Step 1 and Step 2 and management withholds this information until well after the meeting, does this negate time limits?

A57: Under no circumstances is the Union relieved of its time limit responsibilities. If the Union is untimely, the case is lost.

VIII.

INTERVIEWS

Q58: If during an interview, an employee admits guilt to the Inspection Service, does a grievance still need to be processed?

A58: An admission of guilt does not absolve the Union of its responsibility to investigate/process a grievance.

Q59: What do you do when a grievant wants to tell you about what they have done, even though you inform them that you could be used as a witness against them?

A59: Stewards are not in any way to act as witnesses to employee confessions.

Q60: What do you do when an employee gets mad and angry with you during an interview? Do you continue or just leave?

A60: So long as the employee requests a steward's presence, the steward must remain at the interview and provide the best possible representation.

IX.

GENERAL INFORMATION

Q61: Explain "A supervisor can deny a grievance, he cannot reject it out of hand."

A61: Management may not determine what can and cannot be grieved.

Q62: What handbooks and manuals are needed most when processing a grievance?

A62: Each individual grievance will determine what Handbooks and Manuals are necessary. Local Unions must make every effort to access necessary Handbooks and Manuals. Some examples are the ELM—Employee and Labor Relations Manual; ASM—Administrative Support Manual; P-1—Standard Position Descriptions; EL-303—Qualification Standards; EL-311—Personnel Operations; F-1—Financial Handbook.

Q63: How can you acquire copies of past National arbitration cases?

A63: Contact your Local President for assistance in obtaining Arbitration cases.

Q64: At what step of the grievance procedure is the steward's job over?

A64: The steward's job is not completely over until the case is resolved, sustained, arbitrated or withdrawn.

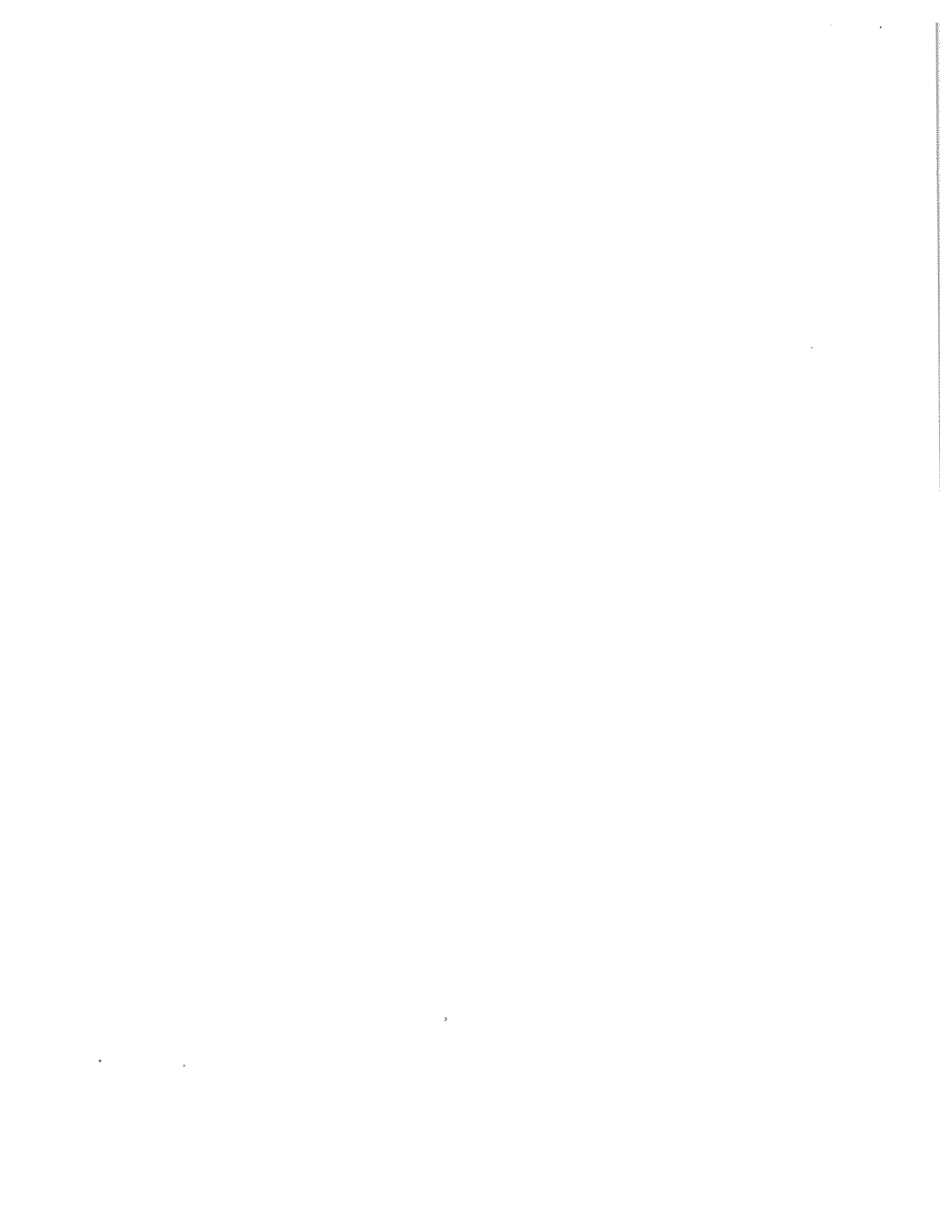
Q65: What are the most common mistakes a steward makes when investigating and filing a grievance?

A65: Making allegations without proof; assumptions about facts without proof; no interviews; no requests for information; lack of evidence necessary to prove case; not maintaining professional, unemotional direction toward the goal; not answering and proving who, what, where, when, why and how; and not clearly and simply explaining the case.

Appendix

A

Forms



| | | | | | |
|--|-------------------------|---------------------------------|-------------|--|--|
| DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) | | CRAFT | DATE | LOCAL GRIEVANCE | USPS GRIEVANCE |
| UNIT/SEC/BR/STA/OFC | DATE/TIME | USPS REP—SUPR | | GRIEVANT AND/OR STEWARD | |
| STEP 1 DECISION BY (NAME & TITLE) | | | DATE & TIME | INITIALS | INITIALING ONLY VERIFIES DATE OF DECISION |
| GRIEVANT PERSON OR UNION (Last Name First) | | ADDRESS | CITY | STATE | PHONE |
| SOCIAL SEC. NO. | SERVICE SENIORITY CRAFT | FTR-PTR-PTF | LEVEL | STEP | DUTY HRS |
| JOB # PAY LOCATION (UNIT/SEC/BR/STA/OFC) | | WORK LOCATION CITY AND ZIP CODE | | | OFF DAYS |
| | | | | Sa Su M T W T F | |
| | | | | LIFETIME SECURITY | VETERAN |
| | | | | YES <input type="checkbox"/> NO <input type="checkbox"/> | YES <input type="checkbox"/> NO <input type="checkbox"/> |

Notes:

(a) Problem:

(b) Background:

c) Documents:

Corrective Action:

Management's Response:

AMERICAN POSTAL WORKERS UNION, AFL-CIO

| Grievant/Union | Nature of Allegation |
|----------------|----------------------|
| | |

_____ Date of Request

To: _____ Title: _____

From: _____ Title: _____

Subject: **REQUEST FOR INFORMATION & DOCUMENTS RELATIVE TO
PROCESSING A GRIEVANCE**

We request that the following documents and/or witnesses be made available to us in order to properly identify whether or not a grievance does exist and, if so, their relevancy to the grievance:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

NOTE: Article 17, Section 3 requires the Employer to provide for review all documents, files, and other records necessary in processing a grievance. Article 31, Section 3 requires that the Employer make available for inspection by the Unions all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement. Under 8a(5) of the National Labor Relations Act it is an Unfair Labor Practice for the Employer to fail to supply relevant information for the purpose of collective bargaining. Grievance processing is an extension of the collective bargaining process.

REQUEST APPROVED

REQUEST DENIED

_____ (date)

_____ (signed)

AMERICAN POSTAL WORKERS UNION, AFL-CIO

INTERVIEW OF WITNESS IN THE COURSE OF
GRIEVANCE INVESTIGATION/PROCESSING

Date: _____ RE: _____

Name of Interviewer: _____

Name of Individual Interviewed and Title: _____

QUESTION: _____

ANSWER: _____

QUESTION: _____

ANSWER: _____

QUESTION: _____

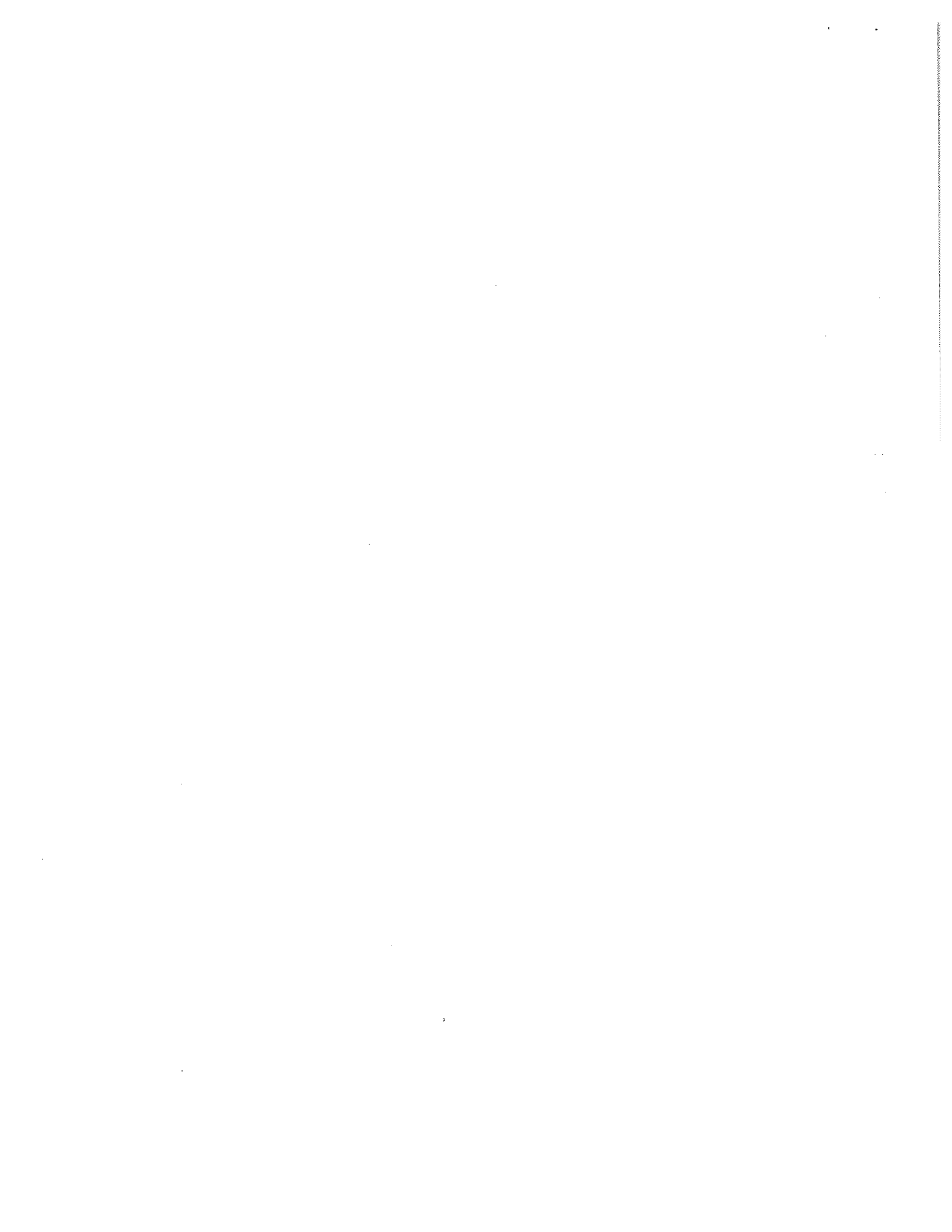
ANSWER: _____

Witness signature

Date

Union Representative

Date



AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

STEP 2 GRIEVANCE APPEAL FORM

| | | | | |
|--|----------------------------|----------------|-------------------|------------------|
| 1 DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) | CRAFT | DATE | LOCAL GRIEVANCE # | USPS GRIEVANCE # |
| 2 TO USPS STEP 2 DESIGNEE (NAME & TITLE) | INSTALLATION/SEC. CEN./BMC | | | PHONE |
| 3 FROM: LOCAL UNION (NAME OF) | ADDRESS | CITY | STATE | ZIP |
| 4 STEP 2 AUTHORIZED UNION REP. (NAME & TITLE) | AREA CODE | PHONE (OFFICE) | AREA CODE | PHONE (OTHER) |
| | () | | () | |
| 5 LOCAL UNION PRESIDENT | AREA CODE | PHONE (OFFICE) | AREA CODE | PHONE (OTHER) |
| | () | | () | |

WHERE - WHEN STEP 1 MEETING & DECISION MET WITH

| | | | |
|---|---------------------------------|--|--|
| 6 UNIT/SEC./BR./STA./OFC | DATE/TIME | USPS REP. - SUPR | GRIEVANT AND/OR STEWARD |
| 7 STEP 1 DECISION BY (NAME & TITLE) | DATE & TIME | INITIALS | INITIALING ONLY VERIFIES DATE OF DECISION |
| 8 GRIEVANT PERSON OR UNION (LIST NAME FIRST) | ADDRESS | CITY | STATE PHONE |
| 9 SOCIAL SEC. NO. | SERVICE SENIORITY | CRAFT | FTR - PTR - PTF |
| | | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | LEVEL STEP DUTY HRS OFF DAYS |
| 10 JOB/PAY LOCATION (UNIT/SEC./BR./STA./OFC) | WORK LOCATION CITY AND ZIP CODE | | SA SU M T W T F LIFETIME SECURITY VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> |

11 Pursuant to Article 15 of the National Agreement we hereby appeal to Step 2 the following Grievance alleging a Violation of (but not limited to) the following: NATIONAL, (Art./Sec.)
 LOCAL MEMO (ART./SEC.) OTHER MANUALS, POLICIES, L/M MINUTES, ETC.

12 DETAILED STATEMENT OF FACTS/CONTENTIONS OF THE GRIEVANT

List of attached papers as identified

13 CORRECTIVE ACTION REQUESTED

American Postal Workers Union, AFL-CIO

Local# _____

On _____ we the undersigned mutually agree to extend the time
date
limits through _____, on Step One grievances pertaining to:
date

Grievant _____

Violation _____

Date(s) of Violation _____

Union Representative date

Management Representative date

GRIEVANCE PROCEDURE TIME LIMITS

STEP 1: Must be discussed with the grievant's immediate supervisor **within 14 days** of the occurrence or when the grievant or the Union may reasonably have been expected to have learned of the occurrence.

VERIFICATION OF STEP 1 DECISION DATE: **Within 5 days** of the Step 1 decision Union should request the supervisor to initial the Standard Grievance Form to verify the date of the Step 1 decision.

STEP 2 APPEAL: Must be filed on the Standard Grievance Form with the installation head or designee **within 10 days** of the Step 1 decision.

CORRECTIONS AND ADDITIONS TO STEP 2 DECISION: Must be filed in writing with Postal Service's Step 2 representative **within 10 days** of receipt of Step 2 decision.

STEP 3 APPEAL: Must be appealed in writing to Regional Director for Employee and Labor Relations **within 15 days** of receipt of the Step 2 decision and must include copies of: (1) the Standard Grievance Form; (2) Postal Service's written Step 2 decision; and (3) if filed, Union's corrections or additions.

STEP 4 APPEAL (If interpretive issue of National Agreement is involved): Must be appealed to National level **within 21 days** of receipt of Step 3 decision and must include copies of: (1) Standard Grievance Form; (2) Step 2 and Step 3 decisions; and (3) any corrections and additions filed at Steps 2 or 3.

REQUEST FOR ARBITRATION (If discipline case or non-discipline where no interpretive issue of National Agreement is involved): Must be made **within 21 days** after receipt of Step 3 decision.

REQUEST FOR ARBITRATION: Must be made **within 30 days** of receipt of Step 4 decision.

The Union must adhere strictly to these time limits: Failure to appeal within the time limits is considered a waiver of the grievance if the Postal Service raises the issue of timeliness at either Step 2, or — if later — the Step at which the employee or the Union failed to meet the time limits. In such cases, APWU will not be able to successfully obtain arbitration of the grievance on its merits.

However, APWU representatives should note that if the Postal Service fails to schedule a meeting or render a decision within the time limits prescribed in Article XV, this failure shall automatically move the grievance to the next step of the grievance-arbitration procedure.

U.S.A.
LOS ANGELES, CA
CHICAGO, IL
HASTING, MN
MCGREGOR, TX
LOCUST, VA
MEMPHIS, TN
NEW YORK, NY
PHOENIX, AZ
SAN ANTONIO, TX
SAN FRANCISCO, CA
WASHINGTON, DC
WHEELING, WV
WICHITA, KS
YUKON, AK

