

STEWARD RIGHTS

Article 17, Section 3 & 4

Article 31, Section 3

Robert D. Kessler / Carl Casillas
Nat'l Business Agents
Clerk Craft - St. Louis Division
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STEWARD RIGHTS

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STEWARD RIGHTS - LIST OF EXHIBITS

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- PAGE 2. USPS REGIONAL DEFINITION OF "REASONABLE"
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Section 3. Rights of Stewards

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 the event the duties require the steward leave the work area and enter another area within the installation or post office, the steward must also receive permission from the supervisor from the other area he/she wishes to enter and such request shall not be unreasonably denied.

The steward, chief steward or other Union representative

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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 and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.

While serving as a steward or chief steward, an employee may not be involuntarily transferred to another tour, to another station or branch of the particular post office or to another independent post office or installation unless there is no job for which the employee is qualified on such tour, or in such station or branch, or post office.

If an employee requests a steward or Union representative to be present during the course of an interrogation by the Inspection Service, such request will be granted. All polygraph tests will continue to be on a voluntary basis.

Section 4. Payment of Stewards

The Employer will authorize payment only under the following conditions:

Grievances:

Steps 1 and 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

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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 work day.

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UNITED STATES POSTAL SERVICE
 CENTRAL REGIONAL OFFICE
 Chicago, Illinois 60699

IR REF:

SUBJECT:

17
Article XVII, Section 3

DATE: 10 March 1977

TO:

DISTRICT DIRECTORS
 EMPLOYEE AND LABOR RELATIONS
 CENTRAL REGION

Received MAR 11 1977
 St. Louis District, U.S.P.S.

	Action	Date
Dist. Mgr.		✓
D-Cust. Serv.		✓
D-Rec'd from		✓
D-E&LR	✓	
D-Support		✓
SCD-E&LR		✓

The subject of the release of stewards under Article XVII was recently discussed at a regional labor/management meeting. At this time, we wish to reiterate our position on the interpretation of that portion of Article XVII, Section 3 which reads: "Such requests (e.g., the right of a steward to interview the aggrieved employee, supervisors, and witnesses during working hours) shall not be unreasonably denied."

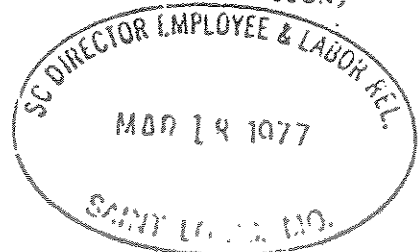
"Reasonable", in our opinion, dictates that in most cases, the grievant and steward should be able to discuss the grievance without delay but 95 percent of the time with no more than a two-hour delay.

While circumstances will sometimes necessitate a delay of more than two hours, normally the delay should not extend beyond the tour of duty in which the request is made. This determination will be based on the availability of the parties involved and service conditions.

Please see that this interpretation is disseminated to all levels of supervisors at the installations within your district.

David H. Charters
 David H. Charters
 Regional Director
 Employee and Labor Relations

cc: (on March 18, 1977)
 MSC's & BMC
 SCD-E&LR, St. Louis
 (NECESSARY DISSEMINATION)



ARBITRATION AWARD
AIRS NO: 7547

USPS NO: EIC-2M-C 19245

ARBITRATOR: CUSHMAN, B.

CONTRACT YEAR: 1981

LOCATION: CHARLESTON, WV

CAPSULE SUMMARY:

Service violated National Agreement when it refused to release grievant to perform steward duties until 4 1/2 hours after his initial request. Though steward does not have an absolute right to an immediate release when requested, supervisor does not have an absolute right to deny a requested release. Supervisor should make reasonable effort to approve request. No showing by Service that demands of efficiency and production prevented release of steward.

KAS/SAS

BRIEF SUMMARY OF THE AWARD

This case arose under Articles 3, 17 and 31 of the 1981 National Agreement. The grievant was an LSM operator and an alternate Union steward with a tour of duty from 1:30 pm to 10:00 pm. On the day in question, when the grievant came on duty he immediately asked his supervisor to allow him off on steward time to investigate and process grievances. His supervisor acknowledged the request but did not grant it. At 3:45 pm the grievant again asked for steward time, but the supervisor said he had too much mail, and would not let him off. The grievant was finally released on steward time from 6:00 pm until the end of his tour. On this same day another steward was released for virtually his entire tour.

The grievant testified that the four hours time he was granted was insufficient to investigate the four or five grievances he had to cover. He further testified that he attempted to obtain information on the nature of the work load at that time and was provided with some of the records he requested, but the Service refused to give him some other records. This failure to provide information was made the subject of a separate grievance.

The Union argued that the Service's 4 1/2 hour delay in releasing the grievant for his steward duties constituted an unreasonable denial of permission under Article 17.3. The Union argued further that the Service did not show the existence of a business condition that precluded the grievant's release, nor did it show that the supervisor made an effort to find a replacement for the grievant. The Union argued further that the Service was arbitrary and capricious in its determination of when the grievant could be released.

The Service contended that under the management rights provisions of Article 3 the supervisor has the right to determine when current working conditions can allow a steward's release. The Service argued that it acted reasonably under the circumstances and that it placed efficiency of operations first.

The arbitrator sustained the grievance, finding that the Service unreasonably delayed providing the grievant with steward time. The arbitrator further ordered that such an unreasonable delay should not be repeated.

In deciding the grievance, the arbitrator determined that the critical question was whether the Service's action to delay the grievant his requested steward time was reasonable. The arbitrator stated that a steward does not have a right to immediate release, but the Service does not have the right to unreasonably delay or deny a request for release. The reasonableness of a request depends on the facts and circumstances of each case. The Service, among other things, relied on OCR records solely in its possession to corroborate its claim that the demands of mail processing prohibited it from releasing the grievant. The arbitrator stated that the Service could not claim the benefit of this data and then refuse to produce it when requested by the Union. Article 31 requires the production of such information upon request.

The arbitrator found that no substantial documentation as to the volume of work was produced by the Service, and no Service representative offered testimony to show that there was no other qualified employee available to take over the grievant's duties while he was on steward time. The arbitrator held that "a bare assertion that business conditions prevailed barring the release is not enough." The arbitrator held that under these circumstances, the Service unreasonably delayed the grievant's release on steward time, in violation of Article 17.3 of the National Agreement.

Kirk A. Stampley/RL

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

June 30, 1983

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

Re: Class Action
Mountain Home, AR 72653
H1C-3F-C 18024

Dear Mr. Wilson:

On April 25, 1983, we met 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 in this grievance is whether a local steward was improperly delayed in the presentation of several Step 1 grievances.

After further review of the matter, we mutually agreed that a steward will not be unreasonably delayed in the presentation of Step 1 grievances. If management must delay the presentation, management should inform the steward of the reasons for the delay and also when time will be available for grievance presentation. Management will not delay a steward from presenting a grievance, based solely on the fact that the employee is in an overtime status.

Accordingly, as we further agreed, this case is hereby considered closed.

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

I N T E R P R E T A T I O N

Article XVII, Section 3
Page 51

A8-W-280
Inglewood, CA
A8-W-346
Phoenix, AZ.

STEWARD'S REQUEST TO INVESTIGATE GRIEVANCE
NOT TO BE DENIED SOLELY BECAUSE
IN OVERTIME STATUS

Article XVII, Section 3:

"Rights of Stewards. 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 the event the duties require the steward leave the work area and enter another area within the installation or post office, the steward must also receive permission from the supervisor from the other area he/she wishes to enter and such request shall not be unreasonably denied".

These grievances alleged that management improperly took the position that the steward could not investigate and process a grievance while in an overtime status.

Remedy requested such policies cease.

Step 4 Settlement, November 20, 1979 and December 14, 1979:

"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".

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

The parties agree to recognize the following as nationally established policy regarding a steward's request to leave the work area while on-the-clock to interview a non-postal witness:

In accordance with Article 17 of the 1981 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.

In witness whereof the parties hereto affix their signatures below this 10 day of September 1982.

For the
United States Postal Service:

W. E. Yewell

For the
Union:

William J. ...

I N T E R P R E T A T I O N

Article XVII, Section 3, 2nd. Paragraph
Page 51

H8C-3W-C-11336
Jacksonville, Florida
H8C-5K-C-7647
Phoenix, Arizona

TRAVEL TIME FROM ONE FACILITY TO ANOTHER
IN PROCESSING GRIEVANCES NOT COMPENSABLE

Article XVII, Section 3, 2nd. Paragraph:

"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 and shall have the right to interview the aggrieved employee(s), supervisors and witness during work hours. Such requests shall not be unreasonably denied."

The issue in these grievances involves a steward being allowed reasonable travel time on the clock to interview supervisors while conducting an investigation of removal and an emergency 30-day suspension which had been issued against a "roving window clerk". The steward had requested to conduct the interviews with the supervisors by telephone, or have the various supervisor travel to the steward's work site.

Management claimed that it was impractical to ask the supervisors to come to the steward's work site, and it would be impossible to grant interviews by telephone because of the possible length of these conversations which would not be good business practice to tie up telephones needed for official Postal communications.

Union contended that since the steward was forced to travel to the various stations, travel time to these stations should be compensable.

Step 4, Decision, April 11, 1980:

"During our discussion we concluded that the question in this grievance is whether a Union steward is entitled to compensation for travel time used to investigate a grievance.

"After reviewing the information provided, it is our position that there is no contractual obligation entitling stewards to compensation for travel time to investigate a grievance."



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

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

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.

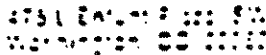
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,


Leslie Bayliss
Labor Relations Department


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



JUN 4 1984

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	
INTERVIEW OF GRIEVANT	

Re: R. Lutze
 Flint, MI 48502
 H1C-4B-C 25906

R. Chandler
 Flint, MI 48502
 H1C-4B-C 25998

Dear Mr. Connors:

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

The question raised in this grievance involved whether the grievants were granted ample time to discuss their grievance with a steward.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in these cases. Normally, the steward determines how much time the grievant needs to be present during the processing of a grievance. However, the immediate supervisor may set a specified time to begin and end a period of grievance handling activity due to service needs. If additional time is necessary, the steward should discuss the need with the supervisor. Additional time may be granted in conjunction with the previously specified time or at a later time or date. The parties agree that any request for grievance handling time or denial of that request is subject to the rule of reason based upon local fact circumstances.

Our respective files indicate that the grievants' grievances were ultimately processed. Therefore, based upon the above understanding, we agreed to close these cases.

SYNOPSIS

Case No. S1C-3W-C-44345
Jacksonville BMC, FL

EMPLOYEES DENIED STEWARD TIME

The question raised in this grievance involved whether management violated Article 17 when it restricted employees in the amount of time they spent talking with their steward regarding an alleged infringement. The infringement involved casual employees not being required to stay for overtime, while full-time regulars were required to work. After the facts were revealed, it was alleged that management wanted to restrict each employee to 3 minutes or less with the steward at his (employee's) desk to discuss filing individual grievances, or one Class Action grievance. The Union wanted to interview each employee and argued that 3 minutes was not a reasonable amount of time.

The Union contended the time restriction was in direct violation of Article 17, and alleged that the employer, represented by a supervisor, went to each aggrieved employee and stated that a Class Action grievance would be filed on the alleged infringement. The Union charged that management did not consider or address the fact that each grievant might have other reasons or mitigating facts to add to their complaints. REMEDY REQUESTED: That the employer permit Union stewards a reasonable amount of time to process a grievance or attempt to resolve one.

Management contended that the issue was a simple one which could be stated to a steward, or to management in 3 minutes or less.

See attached Step 4 Decision dated 6/7/85: *page 9*



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

APR 13 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
Manchester, NH
AC-N-26731/V78-31318
APWU - 26731


Dear Mr. Wilson:

On March 13, 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.

It is our position that a supervisor may inquire as to the general nature of a grievance prior to releasing an employee to meet with the steward. However, the information does not have to be specific. Under the circumstances, we consider the case closed.

Sincerely,


James J. Facciola
Labor Relations Department

A grievant was denied a steward as requested because the immediate supervisor asked the specific nature of his grievance. Supervisor then denied him a steward. Union grieved this.

FMN



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

AUG 4 1981

Mr. Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: Class Action
Valdosta, GA 31601
H8C-3D-C-21690

Dear Mr. Anderson:

On July 7, 1981, we met with your representative to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

The question in this grievance is whether or not management violates Article XVII of the National Agreement with regard to how much time is to be allotted for investigating and processing a grievance.

Stewards are entitled to reasonable investigative time on-the-clock for handling grievances and such investigative time could conceivably include the mechanics of copying, logging or converting of information from original documents to graphs, forms, notes, etc.

The problem here appears to be one of application rather than interpretation. We cannot determine at this level whether the amount of time for investigation requested by the steward was unreasonable nor can we determine whether the time allotted by local management was unreasonable.

If you agree with the above, we can remand this case back to Step 3 for final disposition at that level.

I N T E R P R E T A T I O N

Article XV, Step 1
Page 39

A8-W-538
Phoenix, Arizona

Supervisors Shall Discuss All Grievances
Filed By Union At Step 1

Article XV, Step 1:

"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 1 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..."

The instant grievance alleged an employee was given an "informal discussion" by a supervisor when the employee attempted to correct a problem on his tour involving the LSM crew. He noticed the machine was running faster than required in the M-54 Handbook. He could not locate his immediate supervisor. He sought another supervisor, who subsequently advised the employee he was being given an "informal discussion". When the grievance was filed at Step 1, the supervisor refused to discuss it because it contained a "discussion" of an employee.

Management contended the supervisor in this instance gave the proper response to the Steward involved.

Step 4 Settlement, February 28, 1980:

"In settlement of this grievance, it is agreed that supervisors shall discuss all grievances filed by the Union at Step 1.

"This decision is not intended to preclude supervisors from rejecting grievances which they believe are not grievable under the terms of the National Agreement."

Union Notation: The word "rejecting" in the above-cited decision merely means a supervisor can deny a grievance. He can not merely "reject" it out of hand.



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

JUN 27 1978

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union,
AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: W. Cummins
Cincinnati, OH (BMC)
AC-C-21450/5COL-2571
APWU 21450

Dear Mr. Wevodau:

On May 1, 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.

Information with the file discloses that the Union is requesting additional time to investigate a grievance after it has gone to Step 1 and a decision has been reached. No information was presented by the Union to substantiate that further investigation of this grievance was necessary. In view of the foregoing, the grievance is denied.

Sincerely,


James L. Tessier
Labor Relations Department

I N T E R P R E T A T I O N

Article 17, Section 3
Page 66
H1C-3P-C-6922
Wilson, North Carolina

UNION STEWARD MAY COMPLETE GRIEVANCE
OUTLINE WORKSHEET AT STEP 1

Article 17, Section 3:

"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...."

The issue is whether or not management violated the National Agreement when they would not allow a local Union steward time to write-up a grievance on the Union's standard grievance outline worksheet.

The union contends the procedure of filling out a form at Step 1 is not a violation of the National Agreement as both management and the steward have been completing a form at Step 1 for the past 10 years and that both had accepted it as standard policy in this office.

Management claims that there is no contractual requirement to allow for the union to complete their Step 1 forms. They felt that no form should be completed until the employee and supervisor have discussed the grievance.

Step 4 decision 8/20/82

"Article 15, Section 2, of the National Agreement entitles an employee to discuss a grievance with his immediate supervisor. It also entitles the employee to be accompanied and represented by the employee's steward or a union representative.

Article 17, Section 3, of the National Agreement entitles the steward to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance.

It seems logical that the Union would develop an internal format to ensure consistency and efficient use of the time allotted for a steward to interview a grievant or potential grievant. Not every item on the form would be completed in

every case, as it may be determined that no corrective action or management response is required. Further, the form is completed during the interview and would consume no more time than any other method of note taking. Therefore, the Union steward may, while interviewing a grievant or potential grievant, complete his grievance outline worksheet."

I N T E R P R E T A T I O N

Article XVII, Section 4
Page 51

A8-S-309
A8-S-352
A8-S-402
A8-S-403, and others
Jacksonville, FL

Article XVII, Section 4:

"Payment of Stewards. The Employer will authorize payment only under the following conditions:

"Steps 1 and 2 - The aggrieved and one Union steward (only as permitted under the formula in Section 2A) 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 time required to attend a Step 2 meeting."

These grievances alleged management denied on-the-clock time for stewards to prepare and write additions and/or corrections to Step 2 decisions.

The remedy requested that stewards be guaranteed a reasonable amount of on-the-clock time for the preparation of additions and corrections to Step 2 decisions.

Step 4 Settlement, December 7 and 17, 1979:

"We mutually agree that a steward is allowed a reasonable amount of time on-the-clock to write the Union statement of corrections and additions to the Step 2 decision. This is considered part of the Step 2 process. The Union statement should relate to incomplete or inaccurate facts or contentions set forth in the Step 3 decision."

2 TYPED

ARBITRATION AWARD

December 10, 1979

UNITED STATES POSTAL SERVICE
Parkersburg, West Virginia

-and-

AMERICAN POSTAL WORKERS UNION

Case Nos. AB-E-021,
AB-E-022

Subject: Payment of Stewards - Grievance Procedure

Statement of the Issue: "Is the Postal Service re-
quired to pay Union Stewards for time spent in
writing appeals to Step 3 of the grievance pro-
cedure, pursuant to Article XVII, Section 4 of the
1978 National Agreement?"

Contract Provisions Involved: Article XV, Section 2, Steps 2
and 3 and Article XVII, Sections 2 and 4 of the
July 21, 1978 National Agreement.

Grievance Data:

	<u>Date</u>
Grievance Filed:	March 1979
Step 2 Meeting:	March 19, 1979
Step 3 Meeting:	April 17, 1979
Step 4 Meeting:	June 8, 1979
Case Heard:	September 6, 1979
Transcript Received:	September 19, 1979
Briefs Submitted:	Nov. 21 & 23, 1979

Statement of the Award: Steward Romine should be paid
for time spent in writing appeals to Step 3 of the
grievance procedure. The Postal Service's failure
to pay him for such time was a violation of Article
XVII, Section 4. He should be compensated for these
hours.

Off Clock
Investigation

Many cases involving the investigation and processing of grievances off the clock have been arbitrated. Most cases cited are regional arb cases. Whether the union wins or loses depends on facts - all cases are not winners.

We list these cases, winners first by city, case number and arbitrator.

WINNERS

Dodge City, Kansas	AC-C-13-866	Cohen
Detroit, Michigan	C8C-4B-C-34096	McAllester
Columbia, Maryland	E1C-2D-C-2884	Zumas
Jacksonville, Florida	S4T-3T-C-13444	Marlatt
Cocoa Beach, Florida	S4C-3W-C-28984	Stephens
Amarillo, Texas	S4C-3T-C-23302	Marlatt
Tampa, Florida	S4V-3W-C-54509	Marlatt
Syracuse, New York	N7C-1W-C-15618	Liebowitz
Minot, North Dakota	C7C-4S-C-10119	Martin
Alpharetta, Georgia	S7C-3E-C-27197	Hardin
Greensboro, NC	Modified	Hardin

LOSERS

Auburn, Washington	W1C-5D-C-172	Levak
Baldwin, New York	N1C-1M-C-9424	Collins
Springfield, MA	N1T-1J-C-1214	Collins
Muncie, Indiana	C8C-4G-C-30087	Haber
Jacksonville BMC	S1C-3W-C-15477	Britton
Detroit, Michigan	C8C-4B-C-20807	Bowles
Syracuse, New York	N7C-1W-C-19318	Liebowitz
Pasadena, Texas	S1C-3U-C-9848	Caraway
Colorado Springs, CO	W1N-5F-C-10553	Levak

As you can see, we have won 11 cases and lost 9. Therefore you know before you go to arbitration that this is a real crop shoot.



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

ARTICLE	15
SECTION	
SUBJECT	
STEP 2	
GRIEVANT PRESENT	

Mr. Robert L. Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, D.C. 20005-4107

Re: Class Action
H7C-3R-C 241

Class Action
H7C-3R-C 423
Jacksonville BMC, FL 32099

Dear Mr. Tunstall:

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

The issue in this grievance is whether the grievant has a right to attend the Step 2 meeting with the union representative.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. We further agreed to reaffirm the following principles:

1. The necessity of the presence of a grievant at a Step 2 meeting is determined by the union.
2. If a grievant is not available to attend the scheduled Step 2 meeting, the parties may agree to reschedule the meeting to a date mutually convenient in order for the grievant to be present.
3. There must be adequate notice given by the union, and a significant reason demonstrated by the union in order to justify rescheduling the Step 2 meeting beyond the required seven (7) day limit.

Mr. Tunstall


4. The parties may mutually agree to extend the Step 2 meeting to a date mutually agreed upon.
5. All time spent in the Step 2 grievance meeting will be on a no gain/no loss basis in accordance with Article 17.4.

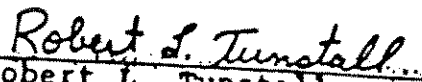
Accordingly, we agreed to remand these cases to the parties at Step 3 for application of the aforementioned to the specific fact circumstances.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand these cases.

Time limits were extended by mutual consent.

Sincerely,


Samuel M. Pulcrano
Grievance & Arbitration
Division


Robert L. Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

12-14-88
(Date)



RECEIVED
MAY 9 1986
COMMUNICATIONS

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

MAY 9 1986

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

Re: Class Action
Charleston, WV 25301
H4C-2M-3551

Dear Mr. Connors:

On April 16, 1986, we meet to discuss the above captioned case at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether there is a limit to the number of alternate stewards the union can appoint.

During our discussion, we agreed to full settlement of the grievance as follows:

1. The Union will provide a list of stewards and sequentially listed alternates in accordance with Article 17 of the National Agreement.
2. There will be no "shopping" for stewards.
3. If a steward or alternate is not available, the Postal Service may grant the grievant an extension of time for the grievance.

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



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

MAY 24 1984

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: R. Spiegler
Enfield, CT 06082
HLN-1J-C 5026

Dear Mr. Overby:

On February 17, 1984, and again on May 2, 1984, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance is whether management violated Article 17 of the National Agreement by not allowing the alternate steward time to process a grievance which he had initiated.


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

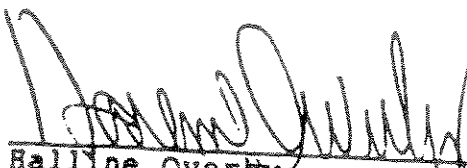
Once an alternate steward has initiated a grievance, the alternate steward may continue processing that grievance, as determined by the union. However, only one steward will be given time for processing the grievance.

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

Time limits were extended by mutual consent.

Sincerely,


Leslie W. Bayliss
Labor Relations Department


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



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

ARTICLE	17
SECTION	
SUBJECT	
ALTERNATE	
STEWARD RELEASE	

AUG 7 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

Re: J. Mahurin
Little Rock, AR 72201
HIC-3F-C 44026

Dear Mr. Connors:

On several occasions, the most recent being July 18, 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 an alternate steward must be released if the regular certified steward is on-the-clock but unavailable because he/she is already processing grievances.

The union contends that the alternate steward should be released when the regular steward is unavailable.

It is the position of the Postal Service that alternate stewards shall not be entitled to official time at the same time the regular steward is processing grievances on-the-clock. Pursuant to Article 17, Section 2 of the National Agreement, "stewards will be certified to represent employees in specific work location(s) on their tour; provided no more than one steward may be certified to represent employees in a particular work location(s)."

Based upon the above considerations, the grievance is denied.

Time limits were extended by mutual consent.

Sincerely,

Muriel Aikens
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

OCT 21 1977

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	
STEWARD FOR	
STEWARD	

Re: R. Lowery
Irving, TX
NC-S-7847/NS-ET-13728

Dear Mr. Riley:

On September 13, 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, we find that there was no violation of Article XV under the specific factual circumstances contained in this grievance. In this factual situation the Chief Union Steward complained of a shortage of one hour's pay and management informed him that he was entitled to that hour's pay. Therefore, it is our conclusion that no violation of the National Agreement occurred and the grievance is denied.

<p>Local management is cautioned that the employee who is a steward has the same right to Union representation as other employees. However, management is not required to supply the President of the local Union as the Chief Steward's Union representative. The employee who is a chief steward should be represented by the steward in his section.</p>

Sincerely,

Michael J. Harrison
Labor Relations Department



CHIEF POSTAL INSPECTOR
Washington, D.C. 20260

April 5, 1979

Mr. Emmet Andrews
General President
American Postal Workers Union, AFL-CIO
817 Fourteenth Street, N.W.
Washington, D.C. 20005

Dear Mr. Andrews:

Reference is made to the telephone conversation between you and Deputy Chief Inspector, Kenneth H. Fletcher, on March 30, 1979, regarding the role of union representatives in Inspection Service interrogations.

The Inspection Service recognizes that a bargaining unit employee has a right to have a union representative present during the course of an Inspection Service interrogation if the employee so requests. In our view, the union representative's purpose, or role, in such interrogations is to safeguard the interest of the individual employee who perceives a threat to job security and to protect the interests of the entire bargaining unit. With respect to the individual employee, we believe that a union representative may attempt to clarify the facts, suggest other sources of information, and generally assist the employee to articulate his/her explanation. At the same time, exercise of the employee's right may not interfere with legitimate Inspection Service prerogatives, and the Inspector has no duty to bargain with any union representative. An Inspector may properly insist upon hearing only the employee's own account of the matter under investigation and need not listen to the representative's version of what has transpired.


In criminal matters, employees are entitled to exercise their Constitutional rights against self-incrimination by remaining silent or refusing to answer questions except in the presence of their attorney. Before conducting a custodial interrogation of an employee during a criminal investigation, the Inspector must

advise the employee of the procedural safeguards articulated in the Miranda case to secure the employee's privilege against self-incrimination. Included is his/her right to the presence of an attorney, either retained or appointed. The presence of a union representative does not discharge the Inspection Service's obligation required under Miranda. Thus, a union representative should not and cannot properly assume an attorney's role. The employee is entitled to the presence of both.

In sum, the interests of all can be protected and furthered if both union representatives and Inspectors approach such interrogations in a good faith effort to deal fairly and reasonably with each other. In this regard, please be assured that the Inspection Service requires that Inspectors comply fully with the letter and spirit of the National Agreement, including the provision pertaining to union representation. And I am confident that union representatives will likewise comply fully with the Agreement.

We are not unmindful of your obligations as a collective bargaining representative and trust that you appreciate the obligations and responsibilities of the Inspection Service as the law enforcement arm of the Postal Service. If you have any suggestions as to how the Inspection Service and your Union may foster a better understanding of each other's responsibilities and a more cooperative relationship in this area, I would welcome hearing from you.

Sincerely,


C. Neil Benson
Chief Postal Inspector

for

Attachment #



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

August 1, 1974

Mr. Francis S. Filbey, General President
American Postal Workers Union, AFL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

Re: AB-NAT-1741

Dear Mr. Filbey:

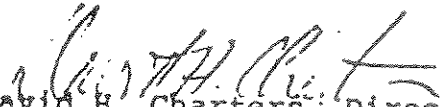
This is in reference to your letters of April 18, 1974 and May 15, 1974, which certified the subject case for arbitration, and cancels and supersedes my memorandum of July 26, 1974.

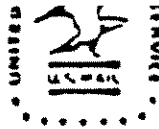
Since receipt of your letters we have had further discussions on the proper interpretation of Article XVII, 3, with reference to the protection of stewards against involuntary transfers, and are prepared to issue the following prospective interpretation in settlement of this case.

"Under the provisions of Article XVII, 3, an employee serving as a steward or chief steward may not be involuntarily transferred to another shift or tour, to another station or branch of his post office, or to another independent post office or installation unless there is no job for which he is qualified on his shift or in his facility."

Please indicate your agreement with this interpretation of Article XVII, 3, of the 1973 National Agreement so that we may close AB-NAT-1741 and issue the policy clarification to the field.

Sincerely,


David H. Charters, Director
Office of Grievance Procedures
Labor Relations Department
bcc: Emmet Andrews



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20250

DEC 16 1983

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

17
3
Super Ten

*Steward on 3 Touring
while a PTF - which
Tour is he superior?*

Re: M. Fuiato
West Palm Beach, FL 33401
HLV-3W-C 23970

Dear Mr. Wilson:

On November 10, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question raised in this case is whether the grievant, an unassigned regular and a union steward, was improperly placed in an assignment that had a different schedule.

During our discussion, we agreed that an unassigned regular who is a union steward and is placed in a residual assignment can be given the tour change, if applicable, that goes with the assignment without violating Article 17. Moreover, a former unassigned regular who becomes a union steward after having been placed in an assignment would receive the protection afforded union stewards under Article 17.

Accordingly, we agreed to remand this case to Step 3 for your acknowledgment of agreement to remand this case.

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

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

Kenneth D. Wilson
Kenneth D. Wilson
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO

ARTICLE 31
UNION-MANAGEMENT COOPERATION

Section 1. Membership Solicitation

The Unions may, through employees employed by the Employer, solicit employees for membership in the Unions and

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receive Union dues from employees in non-work areas of the Employer's premises, provided such activity is carried out in a manner which does not interfere with the orderly conduct of the Employer's operation.

Section 2. Computer Tapes

The Employer shall, on an accounting period basis, provide each Union at its national headquarters with a computer tape containing information as set forth in the Memorandum of Understanding regarding Article 31.

[see Memo, page 292]

Section 3. Information

The Employer will make available for inspection by the Unions all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.

Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or his designee. All other requests for information shall be directed by the National President of the Union to the Senior Assistant Postmaster General for Human Resources.

Nothing herein shall waive any rights the Union or Unions may have to obtain information under the National Labor Relations Act, as amended.

(The preceding Article, Article 31, shall apply to Transitional Employees)

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ARBITRATION AWARD
AIRS NO. 0003570

USPS NO: SIC-3Q-C-31919

ARBITRATOR: Caraway, J.F.

CONTRACT YEAR: 1981

CONTRACT REFERENCES:
Articles 17.3 & 31.2

CAPSULE SUMMARY:

A revision of a local policy dealing with procedures to be followed by the Union in requesting and obtaining documents necessary for the investigation and processing of grievances was found to be in violation of the National Agreement. The policy revision hindered the Union's investigation and processing of grievances since requests for documents had to be made in writing and Service officials could look over the shoulders of Union officials as they reviewed documents.

BRIEF SUMMARY OF THE AWARD

This case arose under Articles 17 and 31 of the 1981 National Agreement. The Union protested a change in the Biloxi, Mississippi Post Office's procedure for obtaining documents and information pertaining to the filing and processing of grievances. Prior to January of 1984, the Union and the Post Office enjoyed a policy whereby all documents not excluded by the Privacy Act were furnished to designated Union officials upon request and the officials were allowed to copy documents at an agreed upon price. A Union witness testified that this practice was satisfactory and that there were no problems with regard to securing access to documents.

On January 17, 1984, the Biloxi Postmaster promulgated a change in policy which mandated that all requests had to be in writing and that the actual reproduction would be performed by an individual designated by the installation head. The Union filed a grievance which contended that the new policy was in violation of past practices of both parties as well as a violation of the National Agreement. The Union argued that the new policy severely handicapped the Union in processing grievances because it denied them access to necessary information. The requirement that requests for documents be in writing forced the Union to specify items at a time when it could not know what documents it needed to secure. Further, the Union was denied privacy in that a Service official could look over the Union officials's shoulder to see what he was examining. The new policy, according to the Union, was intended to harass, retard and restrain union activities.

The Service responded that it had not denied the Union access to original documents. It was also maintained by the Service that Postal officials did not look over Union official's shoulders when documents were read.

Arbitrator Caraway agreed with the Union, he found that the new policy was designed to defeat and hinder the Union's processing of grievance. In his opinion, the intent of Articles 17.3 and 31.2 is to facilitate the Union in getting the information necessary to decide whether there are grounds to file a grievance. If obtaining this information is impaired, then the orderly processing of grievances is made more difficult.

Accordingly, he ordered that Union officials be given free access to documents which need to be inspected and that the Service was not to determine the relevancy of requested documents. The Service was ordered to rescind the requirement that requests be made in writing. However, the Service was permitted to retain the right to reproduce the requested documents as long as the reproduction is done as expeditiously as possible in order to speed up the investigation and processing of a grievance.

June 27, 1984

I N T E R P R E T A T I O N
Article XVII, Section 3, Paragraph 2
Page 51
A8-C-663
(H8C-4H-C-14463)
Wichita, Kansas

SUPERVISOR'S STEP 1 WORKSHEET AVAILABLE TO STEWARD
DURING GRIEVANCE PROCESSING

Article XVII, Section 3, Paragraph 2:

"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 and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied."

This grievance alleges a steward was improperly denied the right to review a supervisor's Step 1 worksheet.

The Union contends management violated the provisions of Article XVII, Section 3 and Article XXXI, Section 2, when a supervisor would not allow the steward to review or have copies of management's Step 1 Grievance Worksheet. Further, the Union asserts the supervisor's Step 1 grievance worksheet is part of the internal management documents used to explain management's position on a grievance.

Management contended they were not contractually obligated to furnish the subject information to the Union steward.

Step 4 interpretation 4/29/80:

"The question raised in this grievance is whether it was proper for local management to deny the Union's request to review and copy the supervisor's Step 1 grievance worksheet.

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

"The parties mutually agree that the disclosure provisions set forth in Article XV, XVII and XXXI of the 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."

UNION NOTATION: Union should be made aware they may be required to give their Step 1 worksheet to management at Step 3 meeting.

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

April 23, 1981

Mr. Wallace Baldwin, Sr.
Administrative Vice President,
Clerk Craft
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

ARTICLE	17
SECTION	
SUBJECT	
INFORMATION REQUESTED	

AS-22-1480

Re: APWU Local
San Diego, CA 92199
E8C-5K-C 14259
DISCIPLINARY REQUEST
BY SUPERVISOR

Dear Mr. Baldwin:

On April 8, 1981, we met with your representative to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

The parties mutually agree that the disclosure provisions set forth in Articles XV, XVII and XXXI, National Agreement intend that any and all information upon which the parties rely to support their position in a grievance is to be exchanged between the representatives to assure that every effort is made to resolve the grievance at the lowest possible level. Accordingly, provided managements' file contains the supervisors request for disciplinary action of M. G. Edwards (Local APWU 851080) same should be made available to the Union.

Time limits were extended by mutual agreement.

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

Sincerely,

Howard R. Carter
Howard R. Carter
Labor Relations Department

Wallace Baldwin, Sr.
Wallace Baldwin, Sr.
Administrative Vice President,
Clerk Craft
American Postal Workers Union,
AFL-CIO



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.

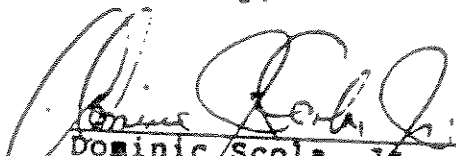
The issue in this grievance is whether an employee's medical records must be released to the union when they are requested during the investigation of a grievance.

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

Categories of Records in the System:

Name, address, and pertinent medical information, i.e., history, findings, diagnosis, and treatment.

Authority for Maintenance of the System:

Authority for maintenance of system: 39 U.S.C. 401, 1001.

Routine Uses of Records Maintained in the System, Including Categories of Users and the Purposes of Such Uses:

Purpose—To provide employees with necessary health care and to determine fitness for duty.

Use—

1. Information in these records may be provided to the Office of Personnel Management in making determinations related to:

- a. Veterans Preference
- b. Disability Retirement
- c. Benefit Entitlement

2. Information in these records may be provided to officials of the following Federal agencies responsible for administering benefit programs:

- a. Office of Workers' Compensation Programs
- b. Retired Military Pay Centers
- c. Veterans Administration
- d. Social Security Administration

3. Information in these records is used or a record may also be used:

a. To refer, where there is an indication of a violation or potential violation of law, whether civil, criminal, or regulatory in nature, to the appropriate agency, whether Federal, State, or local, charged with the responsibility of investigating or prosecuting such violation or charged with enforcing or implementing the statute, or rule, regulation or order issued pursuant thereto.

b. To provide information or disclose to a Federal agency, in response to its request, in connection with the hiring or retention or an employee to the extent that the information is relevant and necessary to the requesting agency's decision on that matter.

c. Used as a record in line of duty injury cases and referred to Public Health Service, HEW.

4. May be disclosed to the Office of Management and Budget in connection with the review of private relief legislation as set forth in OMB Circular No. A-19 at any stage of the legislative coordination and clearance process as set forth in that Circular.

5. Pursuant to the National Labor Relations Act, records from this system may be furnished to a labor organization upon its request when needed by that organization to perform properly its duties as the collective bargaining representative of postal employees in an appropriate bargaining unit.

6. Disclosure may be made from the record of an individual, where pertinent, in any legal proceeding to which the Postal Service is a party before a court or administrative body.

7. Records in this system may be disclosed to a private physician or other medical personnel retained by

the Postal Service to provide medical services in connection with an employee's health or physical condition which is related to his or her employment.

8. May be disclosed to an outside medical service when that organization performs the physical examinations and submits the evaluation to the Postal Service pursuant to a contract with the USPS as part of an established Postal Service health program; for the purpose of determining a postal employee's fitness for duty.

9. Information contained in this system of records may be disclosed to an authorized investigator appointed by the Equal Employment Opportunity Commission, upon his request, when that investigator is properly engaged in the investigation of a formal complaint of discrimination filed against the U.S. Postal Service under 29 CFR 1613, and the contents of the requested record are needed by the investigator in the performance of his duty to investigate a discrimination issue involved in the complaint.

10. Inactive records may be transferred to a GSA Federal Records Center prior to destruction.

Policies and Practices for Storing, Retrieving, Accessing, Retaining, and Disposing of Records in the System.

Storage:

Preprinted forms and paper files.

Retrievability:

Records are retrieved by employee name.

Safeguards:

Maintained in locked files.

Retention and Disposal:

Employees—Records are destroyed by the sixth year after employee leaves the USPS. All records are shredded after six years. Failed Eligibles—Retained for two years and destroyed by shredding.

System Manager(s) and Address:

APMG, Employee Relations Department, Headquarters.

Notification Procedure:

An employee wishing to know whether information about him is maintained in this system of records should address inquiries to the head of the facility where employed. Headquarters employees should submit requests to the System Manager. Failed eligibles should address inquiries to the head of the facility where application for employment was made. Inquiries should contain full name.

Record Access Procedures:

See Notification procedure above.

Contesting Record Procedures:

See Notification procedure above.

INTERPRETATION
Article XVII, Section 3, Paragraph 2.
Page 51
A8-W-0675
(H8C-5D-C-8780)
Seattle, Washington

EMPLOYEE NAMES TO BE INCLUDED ON PRINT-OUT WHEN
RELEVANT TO PROCESSING GRIEVANCE

Article XVII, Section 3, Second Paragraph:

"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 and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during work hours. Such requests shall not be unreasonably denied."(Emphasis added.)

The issue in this grievance is whether local management properly deleted the names and Social Security Numbers of employees from the copy of "76" print-out (a general print-out of employees and work locations on a given date) furnished to the steward.

The Local Union alleged that during the investigation of a possible grievance concerning another subject, the steward requested a print-out which would show who worked on Operations 045 and 075 on a particular date.

Management denied the grievance, stating, "A recent decision involving an interpretation of material falling within the purview of the Privacy Act causes the office to deny the appeal since the information requested seems to fall within the Act."

Step 4 decision, October 9, 1980:

"After reviewing the information provided, we mutually agree that if the names were relevant to the processing or resolution of a grievance, they should have been provided. Therefore, if the steward still desires the employee names, they will be furnished."

I N T E R P R E T A T I O N

Article XVII, Section 3, Paragraph 2

Page 51

A8-C-546

(H8-V-4G-C-11026)

Indianapolis, Indiana

EMPLOYEE TO BE PRESENT WHEN OFFICIAL
PERSONNEL FOLDER IS REVIEWED BY A
STEWARD PROCESSING GRIEVANCE

Article XVII, Section 3, Paragraph 2:

"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 and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied."

The instant grievance alleges management denied a steward relevant information contained in the grievant's personnel folder in the processing of a grievance.

Management contended they were not contractually obligated to grant the Union access to an employee's personnel folder without a signed statement of permission from said employee.

Step 4 decision 4/29/80:

"During our discussion, we mutually agreed there is no interpretive dispute between the parties at the National Level as to the meaning and intent of Article XVII, Section 3, and the Employee and Labor Relations Manual as they relate to granting access to an employee's Official Personnel Folder.

"Accordingly, as further agreed, this case is hereby remanded to Step 3 for further processing by the parties at that level based upon the fact circumstances involved."

UNION NOTATION: It is, and always has been the procedure, to have the person concerned present when his or her official personnel folder was being reviewed.



UNITED STATES POSTAL SERVICE
 ROOM 9018
 475 L'ENFANT PLAZA SW
 WASHINGTON DC 20260-4100
 TEL (202) 268 3818
 FAX (202) 268 3074

OFFICE OF THE
 ASSISTANT POSTMASTER GENERAL
 LABOR RELATIONS DEPARTMENT

ARTICLE	17
SECTION	
SUBJECT	
INFORMATION	
COST OF	

Mr. Robert L. Tunstall
 Assistant Director
 Clerk Craft Division
 American Postal Workers
 Union, AFL-CIO
 1300 L Street, N.W.
 Washington, DC 20005-4128

Re: H7C-3W-C 34068
 Class Action
 Mid Florida FL 32799

Dear Mr. Tunstall:

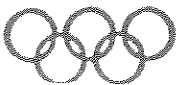
On January 15, 1992 we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement by charging a fee for information requested by the Union.

During our discussion, we mutually agreed that:

- 1) The charges imposed by the Employer for information furnished pursuant to Article 31 of the National Agreement will not be greater than charges imposed by the Postal Service for release of information under the Freedom of Information Act.
- 2) Union requests made pursuant to Article 31 of the National Agreement are covered by Parts 352.634, All Other Requesters, and 352.64, Aggregating Requests, of the Administrative Support Manual, Issue 8, August 1991.

Since the underlying dispute is a factual one, the parties at this level agree to remanded this grievance for regional determination by applying the terms of the above language to the particular facts.



352.68 Disclosure Over Objections

The custodian, in the case of an initial request, or the general counsel, in the case of an appeal, must consider carefully a submitter's objections and specific grounds for nondisclosure before determining whether to disclose business information. If they decide to disclose business information over the objection of the submitter, they must furnish the submitter with a written notice that includes:

- a. A description of the business information to be disclosed.
- b. A statement of the reasons for which the submitter's disclosure objections were not sustained.
- c. The specific date on which disclosure is to occur. This notice of intent to disclose must be forwarded to the submitter a reasonable number of days before the specified disclosure date and the requester must be notified likewise.

352.69 Notice of Lawsuit

When a requester brings suit seeking to compel disclosure of business information, the general counsel promptly notifies the submitter.

352.7 Schedule of Fees**352.71 Purpose**

Fair and equitable fees permit the furnishing of records to members of the public while recovering the full allowable direct costs incurred by the Postal Service. The Postal Service uses the most efficient and least costly methods when complying with requests for records. The term *direct costs* is defined at Exhibit 352.71.

352.72 Standard Rates**352.721 Record Retrieval**

Searches may be done manually or by computer using existing programming.


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- a. **Manual Search.** The fee for each quarter hour spent by clerical personnel in searching for records is \$4.40. When a search cannot be performed by clerical personnel and must be performed by professional or managerial personnel, the fee for each quarter hour spent in searching for records is \$5.35. Exception: see 352.771.
 - b. **Computer Search.** The fee for retrieving data by computer is the actual direct cost of the retrieval, including computer search time, runs, and operator salary, as calculated from the information services price list in effect at the time that the services are performed. The list is subject to periodic revision (see Exhibit 352.721).

Exhibit 352.71
Schedule of Fees Definitions

1. **Direct Costs** — expenditures actually incurred in searching for and duplicating (and in the case of commercial requesters, reviewing) documents to respond to a Freedom of Information Act (FOIA) request. Direct costs include the salary of the employee performing work (the basic rate of pay for the employee plus a factor to cover benefits) and the cost of operating duplicating machinery. Not included in direct costs are overhead expenses such as costs of space and heating or lighting the facility where the records are stored.
2. **Search** — all time spent looking for material in response to a request, including page-by-page or line-by-line identification of material within documents. Searches may be done by hand or by computer using existing programming. A line-by-line search is conducted only when necessary to determine whether the document includes responsive information. A line-by-line search is not used when duplicating the entire document is the less expensive and quicker method of complying with a request. *Search* does not include review of material to determine whether the material is exempt from disclosure (see definition 4).
3. **Duplication** — copying a document needed to respond to a Freedom of Information Act (FOIA) request. These copies can be in the form of paper copy, microform, audiovisual materials, or machine-readable documentation (e.g., magnetic tape or disk), among others. The copy provided must be in a form that is reasonably usable by requesters.
4. **Review** — examining located documents in response to a request for a commercial use (see definition 5) to determine whether any part of any document is exempt from mandatory disclosure. Review also includes processing any documents for disclosure (e.g., doing all that is necessary to excise them and otherwise prepare them for release). Review does not include time spent resolving general legal or policy issues about the application of exemptions. Charges may be assessed only for the initial review (i.e., the first time the applicability of a specific exemption is analyzed). Costs for a subsequent review are properly assessable only when a record or part of a record that is withheld solely on the basis of an exemption later determined not to apply must be reviewed again to determine the applicability of other exemptions not previously considered.
5. **Commercial Use Request** — a request from or on behalf of a person who seeks information for a use or purpose that furthers the commercial, trade, or profit interests of the requester or the person on whose behalf the request is made. In determining whether a request belongs in this category, the Postal Service looks to the use to which the requester plans to put the documents requested. If the use is not clear from the request or if there is reasonable doubt about the requester's stated use, the custodian seeks clarification from the requester before assigning the request to this category.
6. **Educational Institution** — a preschool, a public or private elementary or secondary school, an institution of undergraduate higher education, an institution of graduate higher education, an institution of professional education, or an institution of vocational education that operates a program or programs of scholarly research.
7. **Noncommercial Scientific Institution** — an institution that is not operated on a "commercial" basis as that term is defined in definition 5. The institution is operated solely for conducting scientific research, the results of which are not intended to promote any product or industry.
8. **News Media Representative** — any person actively gathering news for an entity operated to publish or broadcast news to the public. The term *news* means information about current events or of current interest to the public. Requests by news organizations for information to further the organization's commercial interests, rather than disseminate news to the public, is considered commercial use requests. News media entities include television or radio stations broadcasting to the public at large and publishers of periodicals (but only if they can qualify as disseminators of "news") who make their products available for purchase or subscription by the general public. These examples are not intended to be all-inclusive. A freelance journalist is regarded as a news media representative by showing a solid basis for expecting publication through a news organization, even though not actually employed by it. This may be shown either by a publication contract with the news organization or by the past publication record of the requester.

Exhibit 352.721
Fees for Retrieval by Computer

INFORMATION SERVICES PRICE LIST

When requested information must be retrieved by computer, the requester is charged for the resources required to provide the information. Estimates are given to the requester in advance and are based on the following price list.

Service Description	Price	Unit
A. Central Processing Unit Utilization Based on IBM 3090-200 Performance Standard:		
Batch Processing Services	\$3,600.00	hour
On-Line Services	4,000.00	hour
Channel Utilization:		
Direct Access Storage Devices	\$.54	1,000 EXCPs*
Tape Channel	.96	1,000 EXCPs
Local Printing	1.20	1,000 print lines
B. Personnel Charges:		
Programming/Services	\$53.00	hour
Manual Unit Services	\$37.00	hour

*execution of channel program

352.722 **Duplication**

The following apply:

- a. *Fee.* Except where otherwise specified in postal regulations, the fee for duplicating any record or publication is 15 cents per page (see also 352.722d).
- b. *Offsite Copying.* The Postal Service may make coin-operated copy machines available at any location or otherwise allow requesters to make copies of Postal Service records at their own expense. Unless authorized by the records office, no offsite copying is permitted of records that, if lost, could not be replaced without inconvenience to the Postal Service.
- c. *Copies.* The Postal Service usually provides only one copy of any record. If duplicate copies are requested by the requester, the per page fee is charged for each copy of each duplicate page even if the requester is eligible for free copies under 352.73 or 352.77. At the custodian's discretion, the custodian may make the requested record available to the requester for inspection under reasonable conditions and need not furnish a copy.
- d. *Special Copying Charges.*
 - (1) *Photocopy of Money Order.* Photocopy of a paid money order on payment of fee under DMM R900.

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352.734 News Media Representatives

Fees are charged only for duplication under 352.722, except that the first 100 pages provided in response to a request are without charge (see also the general waiver provision in 352.771). To be eligible for the reduction of fees applicable to this category, the requester must meet the criteria in Exhibit 352.71 and the request must not be made for a commercial use.

352.735 All Other Requesters

Fees are charged for search and duplication under 352.721 and 352.722, except that the first 100 pages of duplication and the first 2 hours of search time are provided without charge (see also 352.771 and 352.772).

352.74 Aggregating Requests

When the custodian reasonably believes that a requester is attempting to break a request down into a series of requests to evade the assessment of fees, the custodian may aggregate the requests and charge accordingly. The custodian does not aggregate multiple requests when the requests pertain to unrelated subject matter. Requests made by more than one requester may be aggregated only when the custodian has a concrete basis on which to conclude that the requesters are acting in concert to avoid payment of fees.

352.75 Other Costs**352.751 Publications**

Publications and other printed materials may, to the extent of availability in sufficient quantity, be provided at any established price or cost to the Postal Service. Fees established for printed materials pursuant to laws, other than FOIA, are not subject to waiver or reduction under 352.7.

352.752 Other Charges

When a response to a request requires services or materials other than the common ones listed in 352.721, 352.722, and 352.723, the direct cost of these services or materials to the Postal Service may be charged, but only if the requester is notified of the nature and estimated amount of the cost before it is incurred.

352.753 Change of Address Orders

Although change of address information is not required by FOIA to be made available to the public, the fee for obtaining this information under 352.44a is included in this section as a matter of convenience. The fee for searching for a change of address order is \$3. This fee is charged whether or not a permanent change of address is found on file (see 352.775).

352.76 Advance Notice and Payment of Fees**352.761 Liability and Payment**

The requester is responsible, subject to limitations on liability provided by this section, for the payment of all fees for services from the request, even if responsive records are not located or are determined to be exempt from disclosure. Checks in payment of fees must be made payable to the United States Postal Service.

352.762 Advance Notice

To protect the public from unwittingly incurring liability for unexpectedly large fees, the custodian must notify the requester if the estimated cost is expected to exceed \$25. When search fees are expected to exceed \$25, but it cannot be determined in advance whether any records can be located or made available, the custodian must notify the requester of the estimated amount and of the responsibility to pay search fees even though records are not located or are determined to be exempt from disclosure. The notification must be sent as soon as possible after receipt of the request, giving the best estimate available. Include a brief explanatory statement of the nature and extent of the services on which the estimate is based and offer the requester an opportunity to confer with the custodian or representative to reformulate the request so as to meet the requester's needs at lower cost. The time period for responding to the request does not run during the interval between the date this notification is sent and the date of receipt of the requester's agreement to bear the cost. No notification is required if:

- a. The request specifies that whatever cost is involved is acceptable or is acceptable up to a specified amount that covers estimated costs.
- b. Payment of all fees in excess of \$25 is waived.

352.763 Advance Payment

Advance payment of fees is not required, except:

- a. *When the estimated fees chargeable under this section are likely to exceed \$250.* If the requester has a history of prompt payment of FOIA fees, the custodian notifies the requester of the likely cost and obtains satisfactory assurance of full payment before commencing work on the request. If the requester has no history of payment, the custodian may require an advance payment of an amount up to the full estimated charge before commencing work on the request.
- b. *When a requester previously failed to pay a fee on time (i.e., within 30 days of the billing date).* In these cases, the requester is required to pay the full amount owed and make an advance payment of the full amount of the estimated fee before processing begins on a new or pending request.
- c. *When advance payment is required under 352.763a or 352.763b, above.* The periods for responding to the initial request or an appeal do not run between the date that notice of the requirement is sent and the date that the required payment or assurance of payment is received.

352.77 Restrictions on Assessing Fees**352.771 General Waiver**

Fees are not charged to any requester if they would amount in the aggregate for a request or a series of related requests to \$10 or less. When the fees for the first 100 pages or first 2 hours of search time are excludable under 352.73, additional costs are not assessed unless they exceed \$10. This general waiver does not apply to the fee for providing change of address information or for the other services described in 352.722d.

352.772 Certain Fees Not Charged

- a. *All Requests Except Those for Commercial Use.* Fees are not charged for the first 100 pages of duplication and first 2 hours of search time unless the request is for a commercial use as defined in Exhibit 352.71. When search is done by computer, the fees excluded for the first 2 hours of search time are determined by the standard rates in effect (see Exhibit 352.721). Assessment of search fees begins when the cost of the search (including the cost of equipment use and operator's time) reaches the equivalent dollar amount of the operator's hourly rate specified in Exhibit 352.721.
- b. *Requests of Educational and Noncommercial Scientific Institutions and News Media Representatives.* Fees are not charged for time spent searching for records in response to requests submitted by educational and noncommercial scientific institutions or representatives of the news media.

352.773 Public Interest Waiver

The custodian may waive a fee in whole or in part and any requirement for advance payment of such a fee when the custodian determines that providing the records is deemed to be in the public interest because it (a) is likely to contribute significantly to public understanding of the operations or activities of the federal government and (b) is not primarily in the commercial interest of the requester. This waiver may be approved despite the applicability of other fee reductions prescribed by this section for requesters in certain categories. In determining whether disclosure is in the public interest for the purposes of this waiver, all the following factors are considered:

- a. The relation of the records to the operations or activities of the Postal Service.
- b. The informative value of the information to be disclosed.
- c. Any contribution to an understanding of the subject by the general public likely to result from disclosure.
- d. The significance of that contribution to the public understanding of the subject.
- e. The nature of the requester's personal interest, if any, in the disclosure requested.
- f. Whether the disclosure is primarily in the requester's commercial interest.

352.774 Waiver by Officer

Any Postal Service officer or designee or the Postal Service records office may waive in whole or in part any fee required by this part or the requirement for advance payment of any fee.