

The Eight State Conference

February 25-27, 2010

St. Louis, Missouri

**BASIC STEWARD
TRAINING**

**MORLINE M. GUILLORY
NATIONAL BUSINESS AGENT
INSTRUCTOR**



AMERICAN POSTAL WORKERS UNION

AFL-CIO

William Burrus, President

BASIC SHOP STEWARD TRAINING



**A Production of the
Research and Education Department
Joyce B. Robinson, Director**

Revised July 2006

INTRODUCTION

The American Postal Workers Union wishes to commend you for accepting the challenge of becoming an APWU shop steward. The steward is the backbone of the Union. You more than any other officer have the responsibility of interacting with the membership on a daily basis. It's through you that the lines of communications flow. You listen to complaints, accept criticism, solve problems and enforce the Collective Bargaining Agreement. However, you get very little praise when a job is well done.

The steward has a special relationship to the rank and file member. Many members do not attend union meetings and are not familiar with their local, state, or national union officers. The steward is the one person in the Union structure with whom the member is in contact with on a daily basis. Usually, if the member has a high opinion of the steward, and feels that the steward represents the interests of the workers, he or she will feel the same way about the union.

Therefore, a steward has the responsibilities of:

- Enforcing the Collective Bargaining Agreement and Local Memorandum of Understanding.
- Motivating the membership.
- Keeping the members informed of APWU meeting, activities and programs.
- Organizing nonmembers.
- Referring members to the correct agencies for assistance.
- Encouraging political involvement.

It takes a special type of person to be a good shop steward and with a little patience and a lot of practice you can become one of the best APWU shop stewards. We welcome you aboard and remember that your local, state, and national officers are there to offer assistance and support.

TABLE OF CONTENTS

PART I: Documenting and Presenting Grievances

Certification of the Shop Steward	1-2
Duties of Shop Stewards	3
Violating the Duty of Fair Representation	4-5
Shop Steward's Rights	6-7
PS Form 7020	8
Steward's "Special Immunity"	9
When Does Immunity Take Effect	10-11
Tools of the Shop Steward	12
Handbooks and Manuals	13-14
What is a Grievance	15
Class Action Grievances	16
Proper Documentation of Grievances	17-40
Request for Information	41
Guidelines for Shop Stewards	42
Time Limits Step 1	43
Extension Request Form	44
Completing the Step 1 Grievance Outline Worksheet	45-46
Step 1 Grievance Outline Worksheet	47

Checklist for Step 1 Grievances	48
Proper Remedies	49-50
Using the Correct Approach	51
Presenting the Step 1 Grievance	52
Step 1 Decision	53
Time Limits, Appeal to Step 2	53
Settlement Implementation Form	54
Completing the Step 2 Grievance Appeal Form	55-56
Step 2 Grievance Appeal Form	57
Exhibit Sheet	58
Checklist for Step 2 Grievances	59
Presenting the Step 2 Grievance	60
The Step 2 Meeting	61
Corrections or Additions	62
Direct Appeal to Arbitration From Step 2	63-64
Step 2 Appeal to Arbitration Grievance Form	65
Establishing a Grievance Committee	66
Test for Just Cause	67
Standards Determining Past Practices	68
Step 3 Grievance Appeal Form	69
Step 3 Checklist	70

Reducing Stewards Stress 71-72

PART II: Step 4 Settlements

Disciplinary Action Over 2 Years Old 73

Discussions Should Be Held in Private 74

Release of Medical Records to Union 75

Union's Right to Supervisor's Notes 76

Union's Right to Information 77-78

Union's Right to Interview During Working Hours 79-80

Management Must Meet With Union at Step 2 81-82

Union's Right to Supervisor's 3972's 83-84

No Time Limit on Steward's Meeting With Grievant 85

Super Seniority for Shop Steward's 86-87

Alternate Steward's Right to Process Grievance 88

Steward's Right to Review Productivity Records 89

Union's Right to Review Discipline Issued to Supervisors 90-91

Employee's Right to Representation During Discussions 92

Union's Right to Review Supervisors 2608 93-94

Steward's Right to Interview Non-Postal Witness on the Clock 95-96

Union's Right to Higher Level Pay Documents 97-98

Super Seniority for Shop Steward's 99

Steward's Right to Information 100-101

Steward's Right to Investigate Grievance in a Timely Manner 102
Union's Right to Question Supervisors 103
Steward's Right to Review Employee's OPF 104
Union's Right to Complaining Customer's Name and Address 105
Suspension of 5 Days or Less Reduced to a Letter of Warning 106

Part III: Employee Labor Relations Manual - Chapters 4 & 5 Excerpts

PART I

DOCUMENTING AND PRESENTING GRIEVANCES

CERTIFICATION OF SHOP STEWARDS

APWU shop stewards are either appointed or elected under an article of a local's constitution and bylaws and it is the APWU's prerogative, not postal management, to decide which shop stewards are certified. Even so, sometimes management attempts to interfere in the selection of stewards. Whenever this occurs, they must be challenged immediately. The following language in italic appears in the Collective Bargaining Agreement.

ARTICLE 17 REPRESENTATION

Section 1. Stewards

Stewards may be designated for the purpose of investigating, presenting and adjusting grievances.

Section 2. Appointment of Stewards

- A. The Union will certify to the Employer in writing a steward or stewards and alternates in accordance with the following general guidelines. Where more than one steward is appointed, one shall be designated chief steward. The selection and appointment of stewards or chief stewards is the sole and exclusive function of the Union. 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). The number of stewards certified shall not exceed, but may be less than, the number provided by the formula hereinafter set forth.*

Employees in the same craft per tour or station:

<i>Up to 49</i>	<i>1 steward</i>
<i>50 to 99</i>	<i>2 stewards</i>
<i>100 to 199</i>	<i>3 stewards</i>
<i>200 to 499</i>	<i>5 stewards</i>
<i>500 or more</i>	<i>5 stewards</i>
<i>plus additional stewards for each 100 employees</i>	

- B. At an installation, the Union may designate in writing to the Employer one Union officer actively employed at that installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance. The activities of such Union officer shall be in lieu of a steward designated under the formula in Section 2.A and shall be in accordance with Section 3. Payment, when applicable, shall be in accordance with Section 4.*
- C. To provide steward service to installations with twenty or less craft employees where the Union has not certified a steward, a Union representative certified to the Employer in writing and compensated by the Union may perform the duties of a steward.*
- D. At the option of the Union, representatives not on the Employer's payroll shall be entitled to perform the functions of a steward or chief steward, provided such representatives are certified in writing to the Employer at the Area level and providing such representatives act in lieu of stewards designated under the provisions of 2.A or 2.B above.*
- E. A steward may be designated to represent more than one craft, or to act as a steward in a craft other than his/her own, whenever the Union so agrees, and notifies the Employer in writing. Any steward designations across craft lines must be in accordance with the formula set forth in Section 2.A above.*

(The preceding Section, Article 17.2, shall apply to Transitional Employees.)

The local president must provide a list of all shop stewards and alternates to the Installation Head in accordance with Article 17 above.

- All local officers who serve as shop stewards **“must”** be certified and included on the list. **This includes the local president.**
- A list of shop stewards should be posted on all union bulletin boards.
- Shop stewards should wear badges for identification purposes. Badges are available free of charge by writing: Joyce B. Robinson, Director Research and Education Department, APWU, AFL-CIO 1300 L Street, NW, Washington, D.C. 20005.

DUTIES OF SHOP STEWARDS

It is a mutual benefit for the Postal Service and APWU to have shop stewards available, during working hours, to discuss problems and potential grievances with members of the bargaining unit. Such discussions are essential for resolving potential disputes in an amicable manner and to avoid escalating into a grievance. The steward's primary duty is to understand and enforce the contract. He or she must have the knowledge, ability and determination to file grievances, in a timely manner, for every contract violation. Other duties of the steward are as follows:

■ **CONFIDANT**

The steward should always handle grievances in a professional manner and assure that information obtained during a grievance investigating is held in the strictest of confidence.

■ **LEADER**

As a leader, it is most important that shop stewards serve as role models and develop credibility among the membership to encourage participation in APWU programs.

■ **ORGANIZER**

Organizing is critical to the APWU. The steward should assist with membership drives and be familiar with internal and external organizing policies.

■ **EDUCATOR**

Keeping abreast of the changes in the various handbooks and manuals, will assist the shop steward in informing members of their rights under the terms of the contract.

■ **COMMUNICATOR**

Advising the membership of available resources is a primary job of the shop steward. In addition, the steward should notify the membership of upcoming union meetings, events, educational conferences and seminars.

■ **POLITICAL ACTIVIST**

The shop steward should work closely with the APWU's Legislative Department, Auxiliary and Central Labor Councils and notify members of pending legislation which will affect postal jobs and benefits.

VIOLATING THE DUTY OF FAIR REPRESENTATION

The union is vested with the responsibility to represent all employees, both members and nonmembers to the best of its ability. The **Duty of Fair Representation** dictates that no union official may represent an employee in a **capricious, perfunctory, arbitrary or bad faith** manner.

ARBITRARY

The shop steward doesn't have an explanation why he or she failed to appeal the grievance.

Example: When asked why the grievance was not appealed, the shop steward may state that he or she does not recall.

CAPRICIOUS

The shop steward has a reason why he or she did not appeal the grievance, but the reason is not logical.

Example: If the shop steward refused to appeal all cases ending in the number five because five is his or her unlucky number.

PERFUNCTORY

The shop steward does not conduct a proper investigation before closing the case and puts forth little or no effort to determine the facts.

Example: The grievant gives the shop steward a list of witnesses to interview. The steward has a heavy case load and does not follow up with the interviews.

BAD FAITH

The shop steward allows personal feelings, union politics or bias to interfere with the representation of the employee.

Example: If a national arbitration advocate withdraws a removal case prior to going to arbitration, and it was later discovered that the grievant had dated the advocate's spouse or significant other.

Rights of the Employee

Although the courts do not define the standards reflecting the union's duty of fair representation, they do reject extremes and mark boundaries providing some guidelines to the limits of the duty. The employee has certain legitimate rights by which the union must abide such as:

- The right to clear and unquestionable terms of the collective bargaining agreement. The union cannot refuse to follow or enforce the rules and standards that it has established on behalf of bargaining unit employees.
- The right to have his or her grievance decided on its own merits. The union violates the duty of fair representation when it trades a meritorious grievance, to secure a benefit for another individual or group of individuals.

Rights of the Union

The duty of fair representation does not prohibit the union official from making sound, stable decisions to withdraw a grievance. Therefore:

- The union has no duty to process frivolous grievances, and it must be free to settle a grievance in accordance with any reasonable interpretation. However, in settling such disputes, similar complaints should be treated consistently.
- The steward can make good faith judgments in determining the merits of a grievance, but the steward must use reasonable care and diligence in investigating, processing and presenting grievances on the employee's behalf.

SPECIAL NOTE: Settlement of grievances for improper motives such as personal hostility, political opposition, or racial prejudices constitutes bad faith regardless of the merit of the case. The union, thereby violate its duty to represent fairly, by refusing to process grievances for these reasons even though the employer may not have violated the agreement.

SHOP STEWARD'S RIGHTS

It is imperative that stewards know their rights under **Article 17 of the Collective Bargaining Agreement**.

Stewards Have the Following Rights:

- To leave their work area with approval from their supervisor.
- To enter different sections or work locations with approval from the supervisor in that section.
- To receive any information in relations to the grievance.
- To interview the grievant, witnesses, other workers and supervisors during work hours and to determine whether or not a grievance exists.

The Stewards Should:

- Make sure they have a signed PS Form 7020 or clock out on the appropriate clock ring for union representation.
- Be the established leader of his or her section or tour.
- Provide a steady flow of information to the membership.
- Police the contract and uphold local union policies.
- Always follow up on questions and inquiries.
- Make every effort to resolve a grievance at the first step.
- Keep the grievant informed throughout the grievance progress.
- Be fully prepared prior to presenting the case at Step 1.
- Challenge a supervisor who attempts to undermine his or her authority.
- Tell the member if he or she does not have a grievance.

Things Stewards Should Never Do:

- Allow management to set time limits, dictate the time to investigate, interview or write a grievance.
- Speak against the union in front of management officials.
- Take management's side in a dispute between the worker and the supervisor.
- Attempt to be a mediator. Remember the steward is there to represent the employee not the USPS.
- Make decisions which can be construed as setting union policy.
- Hold back information relative to the processing of the grievance.

Stewards Should Have a Working Knowledge of:

- Collective Bargaining Agreement (contract).
- Local Memorandum of Understanding (Local Memo).
- Handbooks and manuals.

The Steward Should Utilize:

- Notes from Labor Management and Safety and Health Meetings.
- Arbitration Awards.
- Local Precedents and Past Practices.
- Step 4 Decisions.

PS FORM 7020

NAME OF EMPLOYEE OR NO. OF EMPLOYEES		DATE	
SOCIAL SECURITY NUMBER		SUPERVISOR'S INITIALS	TIME
LEAVE UNIT →			
ARRIVE →			
LEAVE →			
RETURN TO UNIT →			
<input type="checkbox"/> STEWARD'S DUTY TIME		<input type="checkbox"/> MEETING TIME	<input type="checkbox"/> OTHER TIME
REASON FOR ABSENCE			
<i>SEE REVERSE SIDE FOR INSTRUCTIONS</i>			

PS Form 7020
Jan. 1978

AUTHORIZED ABSENCE FROM WORKROOM FLOOR

Special Note: The steward should either have a signed copy of a form PS 7020 or clock out on the appropriate operation for union representation.

STEWARD'S SPECIAL IMMUNITY

A steward's responsibility is to uphold the rights of bargaining unit employees under the Collective Bargaining Agreement. To accomplish this goal, the law allows the steward to assume the status of an equal when dealing with management. Sections 7 and 8 (a) (1) of the National Labor Relations Act provides a safeguard against employer retaliation for statements made during the course of grievance meetings. Therefore, the shop steward is protected by immunity from discipline based on his or her conduct while acting as a steward.

- The National Relations Board (NLRB) applies the **“Special Immunity Rule”** so that stewards are not prevented from carrying-out their duties to represent bargaining unit employees.
- Steward's **“Special Immunity”** takes effect when it is necessary for a steward to investigate or adjust a grievance or to investigate a specific problem to determine whether to file a grievance.
- A steward is generally protected against discipline when they raise their voice, use profanity or other berating language when in the status of a steward. **However, they cannot be disruptive on the workroom floor or use violence, physical or verbal threats against a supervisor.**
- The safest course of action for the steward to follow in potential insubordinate situations is to leave the grievance meeting. He or she should put the supervisor on notice that they are interfering with the grievance investigation and return to work. Next, he or she should file a grievance or unfair labor charge.
- In order to be in a protected status while discussing or investigating a grievance, the steward should either utilize a PS Form 7020 or be on a union operation utilizing the time clock.
- When the steward leaves his or her section or enter another section within the installation to investigate grievances or a specific problem, authorization should be obtained from both supervisors.

WHEN DOES IMMUNITY TAKE EFFECT?

Immunity takes effect when it is necessary for a steward to investigate a grievance or specific problem to determine whether to file a grievance.

Specific Situations

- ❑ **The Steward's Tone of Voice or Abusive Language.**
 - Probably, the most frequent sort of conduct by a steward that attracts the wrath of management is what might be perceived as the steward's use of abusive language during a discussion with management pertaining to a grievance.
 - **Example:** The steward and supervisor are in a heated argument over disciplining an employee for using sick leave. If the steward raised their voice or even used profanity to make a point, they would be protected. However, if during the discussion, the steward started arguing about a matter unrelated to a grievance, they probably would not be protected against discipline.

- ❑ **When Counseling Employees to Refuse to Answer Questions.**
 - In addressing this issue, the National Labor Relations Board ruled that an employer may lawfully discipline a shop steward for advising employees who witness an event, which could give rise to disciplinary action against other employees, not to answer the employer's questions about what happened.
 - It is advisable to refrain from conduct which could be perceived as suggesting that employees refuse to obey the orders of a supervisor concerning work related duties.

- ❑ **A Direct Order to Cease Grievance Investigations.**
 - Arbitrators have held that a supervisor does possess the authority to terminate a conversation or interview through a direct order to a steward so long as the order is conveyed in a clear and responsible manner and does not constitute a mere emotional outburst in anger.

- However, even when the order is given in the correct form, a shop steward clearly has the right to question the order and argue its propriety, so long as the argument is not carried to the extreme.
- A steward has the right to aggressively process a grievance in good faith, and does not have to back down and show subservience at the whim of a supervisor

Disruption of the Workplace.

- A charge by management that a steward is disrupting the workplace may be sustained as the basis for discipline. The outcome of such a charge depends on the circumstance and who instigated the situation.
- The consensus appears to be that a steward's limited immunity does not protect him or her where the disruption is shown to have been caused by the steward's conduct and other mitigating factors are not present.

Safeguarding Immunity

There are several ways in which the steward can insure that his or her conduct or speech is protected. The steward should:

- Utilize a PS Form 7020 or be on a union operation utilizing the time clock when discussing or investigating a grievance.
- Request permission from his or her immediate supervisor when it is necessary to leave the work area to investigate grievances.
- Keep a cool head. Do not become outraged or indignant.
- Never represent himself or herself.
- Try to avoid confrontations on the workroom floor; request a private meeting with the supervisor to discuss issues, grievances and concerns.**

SPECIAL NOTE: The steward should remember that his or her responsibility is to uphold the rights of the bargaining unit members. To accomplish this goal, the law allows the steward to assume the status of an equal when dealing with management. Likewise the law protects the steward against transgressions by a supervisor who refuses to recognize him or her as an equal.

TOOLS OF THE SHOP STEWARD

The following tools will assist the steward with the performance of his or her duties.

- * The Collective Bargaining Agreement (contract).
- * Joint Contract Interpretation Manual (J-CIM).
- * Regional Joint Contract Application Manual (J-CAM).
- * The Local Memorandum of Understanding (Local Memo).
- * Seniority List(s).
- * 1187s (Authorization for Dues Deduction to Join the Union).
- * Step One, Two and Three Grievance Forms.
- * Direct Appeal to Arbitration Forms.
- * Request for Information Form.
- * Overtime Desired List(s).
- * Holiday Schedules.
- * Job Postings.
- * Article 37 Questions and Answers.
- * The Local and National Constitutions.
- * Tablets, writing pads and pens for taking statements and notes.
- * The following Collective Bargaining Reports (CBR):
 - Memorandums of Understanding.
 - Family and Medical Leave Act.
 - Articles 15 & 16 Contract Interpretation of New Provisions.
 - Article 8 Understanding the Overtime Issues.

HANDBOOKS AND MANUALS

In addition to the tools listed on the previous page, shop stewards should have copies of or access to the following handbooks and manuals.

ASM	Administrative Support Manual
ELM	Employee and Labor Relations Manual
POM	Postal Operations Manual
AS-504	Space Requirements
AS-551	Clean Air Act Compliance Guide
EL-304	Maintenance Selection System
EL-307	Reasonable Accommodation
EL-502	Civil Service Retirement Guide
EL-505	Injury Compensation
EL-801	Supervisor's Safety Handbook
EL-803	Maintenance Employee's Guide to Safety
EL-814	Employee's Guide to Safety
EL-921	Supervisor's Guide to Handling Grievances
F-1	Post Office Accounting Procedures
F-12	Relocation Policy
F-15	Travel and Relocation
F-21	Time and Attendance
F-22	Postal Service Data System Time and Attendance
F-401	Supervisor's Guide to Scheduling and Premium Pay

MS-63	Maintenance Operations Support
MS-45	Field Maintenance Program
MS-110	Associate Office Postmaster's Facilities Maintenance Guidelines
PO-701	Fleet Management
Publication 223	Directives and Forms Catalog
Publication 32	Glossary of Postal Terms
RMD	Resource Management Database User's Guide

Article 37 Questions & Answers	APWU Handbook
Due Process and Just Cause	APWU Handbook
Family and Medical Leave Act	APWU Handbook
Interrogation by the Postal Inspection Service	APWU Handbook
Time & Attendance Control System	APWU Handbook

Special Note: Many of the handbooks and manuals listed above are available on the Research & Education Department's Basic Shop Steward Training CD. Contact the Department at (202) 242-4225 for a copy.

WHAT IS A GRIEVANCE?

Article 15, Section 1 of the Collective Bargaining Agreement defines a grievance as follows:

“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.”



CLASS ACTION GRIEVANCES

Under the language of the Collective Bargaining Agreement management can designate an *appropriate employer representative* to discuss a *class action* grievance at step 1. **Article 15 Section 2 Step 1(a)** states:

“ 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. In such case the participation of an individual grievant is not required. A Step 1 Union grievance may involve a complaint affecting more than one employee in the office. When the Union files a class action grievance, Management will designate the appropriate employer representative responsible for handling such complaint.”

Tips for the Steward:

- Develop a procedure, at labor management meetings, to handle Class Action Grievances. The union should insist that management identify, in writing, those representatives designated to handle those grievances.
- If they refuse to identify the appropriate representatives, the steward should not miss the time limits and request a Step 1 meeting with the immediate supervisor.
- He or she should notify the local president. The local president should seek advice from the National Business Agent or Regional Coordinator.
- A class action grievance involves more than one employee and must be initiated by the union. The steward should list the names of the affected employees. If the remedy is not equal or differs from employee to employee, clearly identify the remedy each employee is entitled to.

SPECIAL NOTE: Avoid this remedy “pay the appropriate employees, at the appropriate rate, for the appropriate amount of hours due.” Remember to list the affected employees and identify their entitlements individually.

PROPER DOCUMENTATION OF GRIEVANCES

In order for the Union to prevail in arbitration, it is important to include the proper documentation in the grievance file. Listed below are various contract violations and the documentation which must be included when filing those types of grievances.

ABSENT WITHOUT APPROVED LEAVE (AWOL)

The Postal Service's leave policy must be administered on an equitable basis, considering both the needs of the Employer and the welfare of the individual employee. The supervisor may not arbitrarily or capriciously disapprove leave, nor may he or she charge every unscheduled request for annual leave or sick leave as AWOL. For example, if the supervisor is satisfied that a request for annual leave is legitimate, but the employee has insufficient annual leave, the request should be approved but recorded as Leave Without Pay(LWOP).

DOCUMENTATION NEEDED

- PS Form 3971 denying the leave and PS Form 3972.
- Evidence or documentation verifying the nature of the requested leave (a medical problem, an emergency such as repair to an automobile, e.g.,).
- Grievant's call-in records, if available.
- Steward's notes from the interview with the supervisor.
- Grievant's statement.
- Witness statement(s), if available.
- Steward's statement of the facts and contentions of the case.

Special Note: When interviewing the supervisor, find out why the evidence presented by grievant, was unacceptable. If the supervisor alleges that the grievant didn't call and the grievant insists that he or she did, ask the grievant who took the call, the tour of duty and the time the call was made. If documentation was requested by the supervisor, determine why the grievant failed to submit it. Check for discrepancies in management's case, such as improper notations on PS Form 3972. If discipline was issued file two separate grievances; one on the AWOL Charge and one on the discipline.

“ACTS OF GOD” ADMINISTRATIVE LEAVE

See Employee Labor Relations Manual (ELM) 519.21: Acts of God.

DOCUMENTATION NEEDED

- Local Memorandum of Understanding (LMOU) provisions on curtailment.
- Newspaper, television, radio ,videotapes or tape recordings of the disaster.
- State, local, or federal declarations of emergency.
- Witness statements from each employee outlining the method of transportation usually used, routes taken, efforts made, and problems encountered.
- Notice of any cancellations of USPS services to customers (letter carriers, rural carriers , MVS or contract routes, etc).
- Mail arrival and departure records.
- Public transportation records. Were, airports, city buses, taxi cabs, etc. operating?
- The steward’s notes taken from the interview with the supervisor.
- The steward’s notes taken from the interview with all witnesses.
- Highway Patrol or local authority road condition reports.
- List of employees by tour, identifying those who made it to work and those who didn’t.

Special Note: Postmasters and other installation heads have authority to approve administrative leave for up to 1 day. District managers and Postal Career Executive Service (PCES) plant managers may authorize administrative leave not to exceed 3 days. District managers and senior or lead plant managers may approve administrative leave for periods up to and in excess of 3 days.

ADVANCED SICK LEAVE

See Employee Labor Relations Manual (ELM) 513.5, Advanced Sick Leave.

DOCUMENTATION NEEDED

- A copy of the letter requesting advanced sick leave.
- Grievant's medical documentation.
- Management's letter denying the request.
- Grievant's statement.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.
- Grievant's PS Forms 3972.
- Record of grievant's previous discipline for attendance.
- Copy of the Restricted Sick Leave List.
- Medical documentation for any previous serious illness which used up significant amounts of the grievant's sick leave.
- PS Forms 3971 showing the grievant's sick leave usage.
- All advanced sick leave requests and action taken (regardless of craft) for previous year.

Special Note: The fact that an employee has exhausted their sick leave is not a basis for denying advanced sick leave. If the employee can reasonably be expected to return to work and repay the advance, and supports the request with appropriate medical documentation of a serious medical condition, the installation head may not arbitrarily deny the request.

CASUALS USED IN LIEU OF PART-TIME FLEXIBLES

See Collective Bargaining Agreement, Article 7. Section 1.B.2. Supplemental Work Force.

DOCUMENTATION NEEDED

- PTFs' clock rings or time cards.
- Casuals' clock rings or time cards.
- PS Form 50 for casuals.
- Training records showing qualification.
- Work schedules of the PTF's and casuals.
- 3971's of PTFs' requesting to be excused.
- Witness statements.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.
- PTF's Seniority List.
- Training records or other documentation demonstrating that PTF's were qualified to perform the work.

Special Note: Article 7, Section 1.B. 2 , obligates the Employer to "make every effort to insure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to casuals."

CONTINUOUS USE OF CASUALS

See Collective Bargaining Agreement, Article 7. Section 1.B.1. Supplemental Work Force.

DOCUMENTATION NEEDED

- Casuals' clock rings or time cards.
- Witness statements.
- Work schedules of casuals and PTF's.
- The PS Form 50 for each casual.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.
- Overtime report.
- Paper work on the hours worked by casuals for the last six months.

Special Note: Casuals were intended to be short term employees, hired to fill specific needs, such as a temporary heavy workload or leave period, for a specific, intermittent or limited time period or any other situations where the need for supplemental help occurs. They may not be employed in lieu of full or part-time employees.

CONSECUTIVE OFF DAYS

See Collective Bargaining Agreement, Article 8. Section 2. C. Work Schedules.

DOCUMENTATION NEEDED

- Copy of original duty assignment posting.
- New duty assignment posting.
- Notice to the employee or union of the intent to abolish and repost the duty assignment.
- Daily overtime records.
- Daily Mail Volume Reports and Delayed Mail Reports, if any.
- Position description of duty assignment which was affected.
- Provisions in Local Memorandum of Understanding (LMOU).
- Documentation of other duty assignments in the section or office with consecutive and split off days.
- Work schedules of casuals and PTF's.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.

Special Note: The employee's normal work week is five (5) service days, each consisting of eight (8) hours, within ten (10) consecutive hours. As far as practicable the five days shall be consecutive days within the service week.

CROSSING CRAFTS OR OCCUPATIONAL GROUPS

See Collective Bargaining Agreement, Article 7. Section 2. B. Employment and Work Assignments.

DOCUMENTATION NEEDED

- Position description(s) of employees assigned across crafts, occupational groups or levels.
- Position description(s) of employees normally performing this work.
- Clock rings of employees assigned across crafts, occupational groups or levels.
- Mail Volume Reports.
- Witness statements verifying that work was available in employee's own craft or occupational group.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.
- Medical restrictions of employee being assigned across craft lines.

Special Note: Article 7. Section 2. B. Employment and Work Assignments. states, "In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours of the employee's basic work schedule."

"During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level, commensurate with their capabilities, to the heavy workload area for such time as management determines necessary."

DENIED ANNUAL LEAVE

Most LMOU's have provisions on vacation scheduling guaranteeing employees certain rights to approved annual leave for their scheduled vacations. Some LMOU's even provide for guaranteed incidental leave up to certain fixed percentages during the year. All requests for incidental annual leave other than those guaranteed under the Agreement must be approved or disapproved by the supervisor. Where no specific procedures are spelled out in the LMOU, the supervisor's decision may not be discriminatory and must be equitable, and considered on a case-by-case basis.

DOCUMENTATION NEEDED

- PS Forms 3971 and 3972.
- Local Memorandum of Understanding.
- Vacation calendar or leave book.
- Seniority list.
- Names of employees granted annual leave with less seniority than the grievant.
- Time cards and clock rings of employees working on that date.
- Work schedule for the day in question.
- Notes from the interview with the supervisor.
- Grievant's statement and a copy of his/her annual leave balance.
- Steward's statement of the facts and contentions of the case.

SPECIAL NOTE: Check the leave book to determine if the maximum numbers of employees, guaranteed by the LMOU, have been granted leave during the Choice Vacation Period. If the leave request was denied during the Non-Choice Vacation Period, determine if the LMOU provides for incidental leave.

DENIAL FAMILY & MEDICAL LEAVE

When properly documented, qualified employees are entitled to up to twelve weeks of approved leave under the Family and Medical Leave Act (FMLA), during each leave year. These absences must be for the employee's own incapacitation, or the incapacitation of the employee's spouse, child, or parent, due to a serious medical condition, or as the result of the birth or adoption of a new son or daughter.

DOCUMENTATION NEEDED

- PS Forms 3971 and 3972.
- APWU, FMLA Form 1, Employee Certification of Own Serious Illness.
- APWU, FMLA Form 2, Certification By Employee's Health Care Provider for Employee's Serious Illness.
- APWU, FMLA Form 3, Health Care Provider Certification of Employee's Family Member Illness.
- APWU, FMLA Form 4, Notice of Need for Intermittent Leave or For A Reduced Work Schedule.
- APWU, FMLA Form 5, Desired or Needed Absences For Birth or Placement of Son or Daughter.
- Medical documentation and grievant's statement, if applicable.
- Work records to show that grievant worked 1250 hours.
- Notes from the interview with the supervisor.
- Steward's statement of the facts and contentions of the case.

Special Note: When properly documented and requested, such leave requests must be approved and may not be the subject of discipline or other adverse action. The employee does not have to specifically request FMLA leave to invoke the protection of the Act.

DENIED INFORMATION REQUEST

See Collective Bargaining Agreement, Article 31. Section 3. Information.

DOCUMENTATION NEEDED

- Request for Information form.
- Management's denial of information request.
- All follow-up correspondence or further requests.
- The original grievance paperwork.
- Any documentation which shows that the requested information is crucial to the case.
- The steward's notes taken from the interview with the supervisor with an explanation as to why the information request was denied.
- Correspondence or documentation showing status of appeal of information denial under NLRB dispute resolution Memorandum of Understanding.
- Steward's statement of the facts and contentions of the case.

Special Note: When a request for information is denied, file an additional grievance citing a violation of Articles 15, 17 and 31. **When a request for information is ignored, follow-up with a certified letter, return receipt requested.** Be specific on the information requested.

DENIAL LIGHT DUTY REQUEST

See Collective Bargaining Agreement, Article 13. Section 4: General Policy Procedures. Also, Local Memorandum of Understanding (LMOU).

DOCUMENTATION NEEDED

- Local Memo.
- Grievant's letter requesting light duty.
- USPS letter denying the light duty.
- Names of employees awarded and denied light duty within the past year.
- Letter from the physician outlining the grievant's restrictions.
- Evidence of work available within grievant's restrictions.
- Work schedules, clock rings and time cards showing casuals doing work within employee's medical restrictions.
- Notes from the interview with the supervisor.
- Grievant's statement, if applicable.
- Witness statement(s), if available.
- Steward's statement of the facts and contentions of the case.

SPECIAL NOTE: The USPS must make every effort to assign employees to light duty assignments consistent with their medical restrictions. If adequate work is available, employees should be assigned to their craft; in the work facility to which the employee is regularly assigned; within the employee's regular hours of duty. Employees may be assigned outside of the work facility only if there is not adequate work available within the employee's limitation.

DENIED SICK LEAVE

See the two Memorandums of Understanding, in the back of the Collective Bargaining Agreement, Appendix B., *Sick Leave for Dependent Care and Leave Sharing*. Also, Employee Labor Relations Manual (ELM) 513.36, Sick Leave Documentation Requirements.

DOCUMENTATION NEEDED

- PS Form 3971 denying leave request.
- Medical documentation.
- Sick leave call-in records, if available.
- Grievant's statement.
- Witness statements.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.
- Employee's PS Form 3972.
- Restricted sick leave records, if applicable.
- Documentation or evidence of a "blanket policy" to require medical documentation.
- FMLA or dependent care sick leave documentation, if applicable.
- Employee's sick leave balance.

Special Note: Under the Dependent Care Memo, employees are entitled to use up to 80 hours of sick leave each year to care for incapacitated family members (spouse, parent, or child). Such requests for sick leave are subject to the normal documentation requirements for sick leave.

DENIED STEWARD DUTY TIME

See Collective Bargaining Agreement, Article 17. Section 3. Rights of Stewards.

DOCUMENTATION NEEDED

- Written request for steward duty time.
- Management's written denial of the request.
- Documentation as to number and general nature of grievances pending.
- Dates and times request for steward duty time was denied within the past six months.
- Statements from witnesses verifying that management refused to release the steward.
- Mail volume reports for the dates steward duty time was denied.
- Overtime reports for the dates steward duty time was denied.
- If the issue of denying steward duty time was discussed at Labor Management Meetings, include the minutes from those meetings.
- Steward's time cards, clock rings or ETC reports.
- Copies of previous grievances filed on the issue.
- Copies of Unfair Labor Practices filed on the issue.
- Steward's statement of the facts and contentions of the case.

Special Note: When management frequently denies the steward time to process grievances, the steward should submit the request in writing. He/she should include specific documentation as to the general nature and the number of grievances which need to be filed. When management must delay the release of the steward, the supervisor must inform the steward of the reasons for the delay and the anticipated time of release.

DISCIPLINE

See Collective Bargaining Agreement, Article 16. Discipline Procedure and Handbook EI 921: Supervisor's Guide to Handling Grievances.

DOCUMENTATION NEEDED

- Discipline letter.
- Any prior discipline cited as past elements.
- Settlement letter, of any past disciplinary action, cited as a past element and the status of all disciplinary action which has not been settled.
- Dates of discussions held, prior to the discipline being issued.
- Inspectors Investigative Memorandum, if applicable.
- Medical documentation, if applicable.
- PS Forms 3971 and 3972.
- Notes from the interview with the supervisor.
- Grievant's statement.
- Witness statement(s), if available.
- Steward's statement of the facts and contentions of the case.

SPECIAL NOTE: If the grievant did not receive a **Pre-Disciplinary Interview (PDI)** and/or a discussion, make a notation in the file. Also, include the name of management's higher level concurrence official.

Preference Eligible Employees, with a minimum of one year of service, who are issued a suspension of more than 14 days or a discharge, must be issued both a Proposed Action Letter and a Letter of Decision. **The grievance must be filed on the Proposed Action Letter.** The shop steward should not wait until the decision letter is issued to file the grievance.

HOLIDAY SCHEDULING

See Collective Bargaining Agreement, Article 11. Section 6. B. Holiday Schedule and Local Memorandum of Understanding(LMOU).

DOCUMENTATION NEEDED

- Copy of LMOU.
- Seniority list(s).
- Posting soliciting volunteers to work the holiday.
- Names of employees, dates, times, tour and number of hours worked.
- Names of the employees who should have worked.
- Clock Ring Reports of employees who worked listing the operation number and the type of work performed.
- Mail Volume Reports of the present holiday and of previous holidays.
- Grievant's job descriptions.
- Work schedules for PTF's and casuals.
- PS Forms 3971 for any employees excused early.
- Grievant's statement.
- Witness statement(s), if available.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.

Special Note: The steward should assure that all casuals, part-time flexibles and transitional employees are utilized to the maximum extent possible and that all full-time and part-time regular employees, with the needed skills, who wish to work on the holiday have been afforded an opportunity to do so, prior to drafting employees to work on their holiday.

IMPROPER REVERSION OF DUTY ASSIGNMENT

See Collective Bargaining Agreement, Article 37. Section 3.A.2. Reversion.

DOCUMENTATION NEEDED

- Posted notice showing effective date the duty assignment was reverted.
- Letter to the Union advising that the duty assignment will be reverted.
- A copy of the original posting of the duty assignment being reverted.
- Statement from the local president, verifying if he/she was allowed in-put.
- PTF and casual work hours (time cards or clock rings) showing that the work is still being done.
- PTF and casual work schedules.
- Witness statements indicating that the work is still available.
- Overtime records.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.

Special Note: When a vacant Clerk Craft duty assignment is under consideration for reversion, the local Union President must be given an opportunity for input prior to a decision. The decision to revert or not to revert must be made within 28 days and if the duty assignment is reverted a notice must be posted advising of the action taken and the reasons why it was done.

LETTER OF DEMAND

See Collective Bargaining Agreement, Article 28 and Handbook F-1 (Post Office Accounting Procedures).

DOCUMENTATION NEEDED

- Letter of Demand.
- PS Form 17 (stamp requisition) for audit period.
- PS Form 571 (report sent to postal inspectors for shortage/overage over \$100).
- PS Form 1412 (daily financial report) for audit period.
- PS Form 1628 (individual key record card).
- PS Form 1908 (trust and suspense account adjustments sent from accounting).
- PS Form 3294 (count sheets for previous, current and recount audits).
- PS Form 3356 (stamp requisition bulk quantities).
- PS Form 3368 (stamp credit examination record).
- PS Form 3369 (consigned credit receipt).
- PS Form 3958 (supervisor's record of main stamp stock).
- PS Form 3977 (duplicate key envelope).
- Money Orders vouchers, if applicable.
- Work orders for all repairs or replacement of IRT, locks, etc.
- Records of shortages in the main stock and of shortages of other clerks.

- Security violation reports.
- Most recent financial audits for facility (usually counted by Postal Inspectors).
- POS System problems logbook.
- Steward's statement why he or she thinks, the employee should not pay the shortage.
- Notes from the interview with the supervisor.
- Grievant's statement.
- Witness statement(s), if available.
- Steward's statement of the facts and contentions of the case.

TIPS FOR THE STEWARD

- Check to determine if the audit was conducted in a quiet area within four (4) months of the previous audit? (Refer to Article 28 of the contract).
- Assure that the safe/vault combination was changed when persons knowing the combination were separated or transferred to a new position? (Refer to the F-1 Handbook).
- Ascertain if the duplicate key envelope has been opened or if the manager, supervisor or other employees' keys fit the grievant's cash drawer or stamp stock compartment(s).
- Ask the grievant did he or she conduct an independent count along with the supervisor. If the grievant was not present, did a designated employee witness the count.
- Determine if there is a relationship between the grievant's shortage and the supervisor or another employee's overage.

- Inquire whether or not the audit was conducted by a postmaster, supervisor or by postal inspectors. Another employee should not be allowed to conduct an audit.
- View the Letter of Demand to determine if the grievant contractual rights were cited.
- Certify that the locks were changed on the grievant's security containers prior to being assigned to him or her.
- Ascertain if an annual exam was made on all locks and keys in the unit? The supervisor's or manager's keys should also be checked.
- To safeguard each clerk stamp credit the supervisor must make an annual exam of all locks and keys except the duplicate keys in PS Form 3977.
- Check for malfunctions on the IRT. List dates, times and witnesses who can verify that the IRT was not working properly.

SPECIAL NOTE: In window shortage cases that involve alleged security violations, the Union must prove that the violation did exist. Security violations can occur in a variety of ways. The F-1 Handbook requires management to change the combination on the vault or safe when someone who knows the combination leaves the unit. This includes managers and any member of the bargaining unit.

Key checks must be done on an annual basis. This requires the supervisor to take the keys of the window clerk and accompanied by the window clerk check all these keys in all locks in the window area. **Also, check the supervisor's or manager's keys to see if the key can open the employees cash drawers or envelope compartments.**

The Union must check the security of the clerk's cash and stamp drawers when they are locked in the screen line. Can these drawers be opened by pushing down on them? Are locks worn so badly that the drawer can be opened by any key? Is there a common key available to all window clerks to lock their valuables in the screen line?

MAXIMIZATION OF PART-TIME FLEXIBLES TO FULL TIME

See Collective Bargaining Agreement, Article 7. Section 3. Employee Complements. Also, the Memorandums of Understanding, in the back of the Collective Bargaining Agreement, Appendix B., *Maximization/Full-Time Flexible - APWU* and *Conversions under the Maximization Memorandum*.

DOCUMENTATION NEEDED

- Clock rings or time cards for all Part Time Flexibles (PTF), casuals, loaners, Transitional Employees (TE), cross-craft, etc.
- Documentation for at least 6 months identifying PTF's work hours.
- PTF's Seniority List.
- The listing of the current Full Time Regulars (FTR) duty assignments in the section or office, including position descriptions, off days and hours of work.
- PS Forms 3971 to show the amount of leave taken.
- Weekly work schedules of FTRs and PTFs.
- Amount of overtime paid during the six month period and Staffing Reports.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.
- Copies of notice of future automation and jobs being reverted or abolished.

Special Note: When a part-time flexible has performed duties within his/her craft and occupational group (not necessarily the same assignment) within an installation at least 40 hours per week (8 within 9 or 8 within 10 as applicable), 5 days a week over a period of six months (again, not necessarily the same 5 days) a part-time flexible must be converted to full-time status.

OVERTIME VIOLATION

See Collective Bargaining Agreement, Article 8. Section 5. Overtime Assignments. Also, the Memorandums of Understanding, in the back of the Collective Bargaining Agreement, Appendix B., Article 8 Questions and Answers.

DOCUMENTATION NEEDED

- Overtime Desired List(s) (ODL).
- Names of employees who worked.
- Names of employees who should have worked.
- Clock Ring Reports of employees.
- Date, time, the tour and the number of hours worked.
- Operation number and the type of work performed.
- Grievant's job description.
- Grievant's statement.
- Witness statement(s), if available.
- Steward's statement of the facts and contentions of the case.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.

TIPS FOR THE STEWARD

Assure that all employees on the ODL are utilized 12 hours per day before an employee not on the list works any overtime. The exception occurs when there are time-critical processing needs that cannot be met unless non-list employees are worked

The following language appears in the **Collective Bargaining Agreement, Appendix C, Memorandum of Understandings, Reference: Article 8, Questions and Answers.**

- When for any reason, an employee on the ODL, who have the necessary skills, is available, but is improperly passed over and another employee on the list is selected for overtime work out of rotation, such employee shall within 90 days of the date the error was discovered, be given a similar make-up opportunity.
- Should no similar make-up overtime opportunity present itself within 90 days, the employee who was passed over shall be paid for an equal number of hours at the overtime rate for the opportunity missed.
- When, for any reason, an employee on the OTDL, who has the necessary skills, is available, but is improperly passed over and another employee not on the list is selected for overtime work, the employee who was passed over shall be paid for an equal number of hours at the overtime rate for the opportunity missed.
- When a question arises as to the proper administration of the "Overtime Desired" list at the local level, an APWU steward may have access to appropriate overtime records.

SPECIAL NOTE: When requesting a remedy for an overtime violation, list the names of the persons to be paid. Request overtime pay if an employee who is not on the ODL, works in lieu of a person on the ODL. Do not accept a makeup overtime day.

Assure that all employees on the OTDL are utilized 12 hours per day before an employee not on the list works any overtime. The exception occurs when there are time-critical processing needs that cannot be met unless non-list employees are worked.

RESTRICTED SICK LEAVE

See Employee Labor Relations Manual (ELM) 513.39 Restricted Sick Leave.

DOCUMENTATION NEEDED

- Letter placing the grievant on restricted sick leave.
- PS Forms 3971 and 3972.
- Grievant's medical documentation and nature of the medical problem.
- Grievant's check stub or a computer printout with the sick leave balance.
- Family and Medical Leave Act (FMLA) documentation, if applicable.
- A notation of attendance related discipline which is still live.
- Date(s) of the supervisor's discussion(s) with the grievant, pertaining to his/her attendance.
- Notes from the interview with the supervisor.
- Grievant's statement.
- Witness statement(s), if available.
- Steward's statement of the facts and contentions of the case.

Special Note: The steward should verify that the supervisor followed the correct procedures outlined in the Employee Labor Relations Manual (ELM) 513.39, "Restricted Sick Leave". The supervisor must provide a written notice to the employee that their name has been added to the restricted sick leave list and review the employee's PS Form 3972, for each quarter.

If there has been a substantial decrease in absences charged to sickness, the supervisor should notify the employee in writing that their name has been removed from the list.

SUPERVISORS PERFORMING BARGAINING UNIT WORK

See Collective Bargaining Agreement, Article 1. Section 6. A. & B. Performance of Bargaining Unit Work.

DOCUMENTATION NEEDED

- A written and signed statement from each witness stating:
- The name of the supervisor performing the work.
- The type of work he/she performed.
- The dates on which the work was performed.
- The length of time he/she performed the work.
- Whether or not he/she has observed the supervisor perform this work before? If so, dates, times and names of other witnesses.
- The steward's notes taken from the interview with the supervisor.
- Seniority lists, by section and work area, where the work was performed to show that craft employees were available to work.
- Position descriptions of the bargaining unit employees working in the area, where the supervisor performed the work.
- The craft designated to perform the work.
- Overtime Desired List.

Special Note: If the supervisor states it was an emergency, find out the nature of the emergency. **Article 3.F. of the Collective Bargaining Agreement** defines an emergency as "an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature."

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)

GUIDELINES FOR SHOP STEWARDS

There are additional guidelines for shop stewards to follow when processing grievances. The steward should:

- Interview the grievant and keep precise notes of the interview.
- Encourage the grievant to either write the complaint themselves or sign the interview statement written by the shop steward.
- Make a notation if the grievant refuses to sign.
- Fully investigate each complaint and never assure a grievant that his or her case will be arbitrated, appealed or won.
- Always keep the grievant informed and notify the grievant in writing as significant steps are taken in the grievance process and the reason, if appropriate, for the action taken.
- If a decision is made not to proceed with a case, the union representative must include a statement citing the reasons. A copy of this statement must be included in the grievance file and a copy should be provided to the grievant.
- If the case is settled, even though the settlement may be self evident to the steward, a copy of the settlement letter must be included in the grievance file and a copy should be provided to the grievant.

SPECIAL NOTE: It is essential that the file include documentation that the grievant has been notified of the final disposition of the case. **This notification must be made promptly and should be sent by certified mail, return receipt requested.** This is true whether the case is settled, decided by an arbitrator or dropped as a result of a union decision not to go forward. However, if the grievant is still working, encourage him or her to sign the decision letter. This will provide documentation that they have been advised of the results of their grievance.

If the guidelines outlined above are followed and the union representative's decision is based on good faith judgments and complete investigations, the duty of fair representation will have been met. We reiterate that the steward and local officers should continue to feel free to withdraw non meritorious, frivolous grievances.

TIME LIMITS, STEP 1

It is imperative for the steward to file grievances within the time limits outlined in **Article 15, Section 2 of the Collective Bargaining Agreement**. In addition, in accordance with **Article 15, Section 4.B.**, the Union waives the grievance if the representative fails to meet the time limits.

Time Limits for Step 1 Grievances:

- A grievance must be discussed with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned of the infraction.
- The employee, at his or her option, may be represented by a union representative.
- The supervisor and the union representative shall have authority to settle the grievance in whole or in part.
- If the grievance is not resolved at the Step 1 meeting, the supervisor shall render an oral decision within (5) days, stating the reasons for the denial of the grievance. However, the two parties may agree to extend the time limits.
- Within five (5) days after the supervisor's decision, the union representative should request that the supervisor, initial the standard Step 2 Grievance Form confirming the date the decision was rendered.
- Within ten (10) days after receipt of the supervisor's decision denying the Step 1 grievance, the Union may appeal to Step 2 of the grievance procedure.
- The Step 2 appeal should be made utilizing the standard Step 2 Grievance Form available from the APWU Order Department, 1300 L Street, NW, Washington, D.C. 20005.
- The following information must be included:
 - Detailed statement of facts
 - Contentions of the grievant
 - Particular contractual provisions involved
 - Remedy sought.

EXTENSION REQUEST FORM

Use this form, when an extension is needed, to process a grievance.

Type of Violation:

Date Violation Occurred:

Place Where Violation Occurred:

Grievant's Name:

Grievant's Work Location:

Step of the Grievance Procedure:

Print Steward's Name:

Print USPS Representative's Name:

We the undersigned parties mutually agree to extend the time limits on this grievance through _____ (Date). Extension of the time limits will bar either party from citing this grievance as being untimely.

USPS Representative's Signature & date

APWU Steward's Signature & date

COMPLETING THE STEP 1 GRIEVANCE OUTLINE WORKSHEET

The Step 1 Grievance Outline Worksheet is one of the most important documents in the grievance process. It is here that the steward gives an account of the facts involved in the grievance from its initial occurrence. It is important that each line be completed carefully. The necessary information is as follows:

Discipline (Nature of) or Contract (Issue); Craft; Date; Local Grievance Number: Cite the type of discipline, (i.e., Letter of Warning, Suspension, Removal), or type of contract violation, (i.e., Improper Assignment of Overtime, AWOL, Denial of Annual Leave Request). List the grievant's assigned craft; the date the violation occurred; and the local union's grievance number. It is not necessary to list the USPS Grievance Number at this step.

Unit/Sec/Br/Sta/ofc; Date/Time; USPS Rep-Supr; Grievant and/or Steward: List the place where the violation occurred; the date and time the Step 1 grievance was discussed; the name of the supervisor the steward held the Step 1 grievance with; and the names of the grievant and shop steward.

Step 1 Decision by (Name and Title); Date and Time; Initials: Give the name and title of the USPS supervisor, manager or representative who gave the Step 1 decision; and the date and time the Step 1 decision was rendered. Request that the supervisor, rendering the Step 1 decision, place his/her initials in the space provided, to verify the date of the decision.

Grievant (Person or Union); Address; City; State; Zip; Phone: Write the grievant's or Union's (if class action), name; address; and telephone number. The grievant's last name should be listed first.

Social Security No; Service Seniority; Craft Seniority; Status; Level; Step; Duty Hours; Off Days: Include the grievant's social security number; the Service Seniority Date, (Date the grievant was hired by the USPS); and the Craft Seniority Date (Date the grievant began working in his/her assigned craft). The service and craft seniority dates may be the same. Also, include the grievant's status; (i.e. Full Time Regular(FTR), Part Time Flexible (PTF)); the grievant's level and step; work hours; and off days.

Job#/Pay Location (Unit/Sec/Br/Sta/ofc); Work Location, City and Zip; Lifetime Security; Veteran: List grievant's job number; the pay location where the grievant works; the name, city, state, and zip code of installation where incident occurred; whether or not employee has lifetime job security; and whether or not employee is classified as a preference eligible veteran.

Notes: Cite all applicable articles of the Collective Bargaining Agreement (CBA), Joint Contract Interpretation Manual (JCIM), handbooks, manuals, directives, and memorandums which were violated.

Problem: Write a brief summary of the problem, (i.e., grievant denied a Light Duty Assignment Request).

Background: Give an extensive overview of the steward's investigation. Outline what the steward discovered, the supervisor's and/or witnesses response to questions, and the grievant's account of the situation.

Documents: Include documents to help support the union's case.

Corrective Action: What the Union feels is required to resolve the grievance. In a discipline case always include the statement that "**the grievant be made whole,**" and that the proposed action (i.e. Letter of Warning, Letter of Removal, Suspension Letter), be removed from all records and files.

Management Response: State whether the grievance was sustained, denied or modified. If the management official either sustains or modifies the grievance, the steward should get the agreement in writing.

AMERICAN POSTAL WORKERS UNION, AFL-CIO

STEP 1 GRIEVANCE OUTLINE WORKSHEET

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 AND TITLE)			DATE AND TIME	INITIALS	INITIALING ONLY VERIFIES DATE OF DECISION	
GRIEVANT PERSON OR UNION	(Last Name First)	ADDRESS	CITY	STATE	ZIP PHONE	
SOCIAL SECURITY NO.	SERVICE SENIORITY/CRAFT	STATUS	LEVEL	STEP	DUTY HOURS	
				OFF DAYS		
				<input type="checkbox"/> SAT <input type="checkbox"/> SUN <input type="checkbox"/> MON <input type="checkbox"/> TUE <input type="checkbox"/> WED <input type="checkbox"/> THU <input type="checkbox"/> FRI		
JOB#/PAY LOCATION/ (UNIT/SEC/BR/STA/OFC)		WORK LOCATION CITY AND ZIP CODE			LIFETIME SECURITY	VETERAN
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Notes:

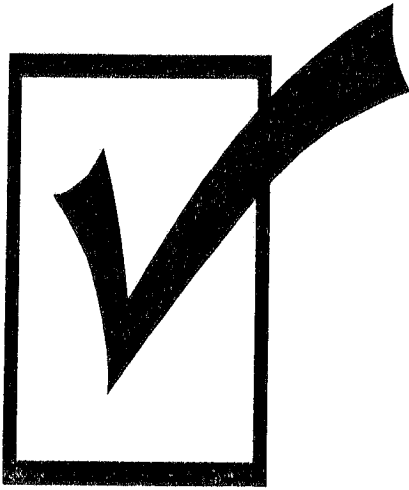
(a) Problem:

(b) Background:

(c) Documents:

(d) Corrective Action:

(e) Management's Response:



CHECKLIST

FOR STEP 1

GRIEVANCES

Has the Steward Completed the Following?

- ✓ Answered all six questions: Who, What, Where, When, Why and How.
 - **Who** was involved?
 - **What** happened?
 - **Where** did the incident or violation occur?
 - **When** did the incident or violation occur?
 - **Why** is it a violation of the contract (article violated)?
 - **How** can the grievance be resolved (remedy)?
- ✓ Checked the appropriate contract provision violated?
- ✓ Reviewed notes and examined all related data?
- ✓ Interviewed all witnesses?
- ✓ Outlined the grievance presentation?
- ✓ Determined the correct approach when interviewing the supervisor?
- ✓ Made copies of all support documentation?
- ✓ Expressed a clear and concise remedy?
- ✓ Decided to bring the grievant to the Step 1 meeting?

PROPER REMEDIES

It is imperative that the steward request the appropriate remedy when filing a grievance. The corrective action requested on line 13 of the standard Step 2 Grievance Appeal Form must be very firm, very simple and related to the nature of the grievance. **NEVER** request that disciplinary action be taken against a supervisor. This request gives management an excuse to deny the grievance since they are not required to discipline supervisors and will not do so at APWU's request. Listed below are examples of possible remedies for contract violations:

AWOL: The grievant reported to work 15 minutes late. He did not call and was charged 15 minutes AWOL. The grievant informed the supervisor that he was unable to call due to being held up in a traffic jam that was caused by an accident.

REMEDY: Make the grievant whole of all loss time and benefits. The grievant be granted the appropriate requested leave and the AWOL charge be rescinded and all references be deleted from all records and files.

ANNUAL LEAVE DENIED : The grievant called in for 8 hours emergency annual leave because of flooding in her home caused by a busted pipe. The grievant provided a bill and receipts from the plumber for the date in question. The supervisor denied the annual leave and charged the absence to LWOP even though the leave book was open for incidental leave in accordance with the LMOU.

REMEDY: Make the grievant whole of all loss time and benefits. Grant the requested leave in accordance with the LMOU and ELM and cease and desist from denying annual leave when the book is open.

DISCIPLINE: The grievant was issued a 7 day suspension for unsatisfactory work performance and had never been issued a Letter of Warning for a similar infraction.

REMEDY: Make the grievant whole of all loss time and benefits. The suspension be rescinded and all copies be removed from all records and files.

HOLIDAY: The grievant, a full-time regular, was required to work on his holiday and qualified PTF's were not scheduled to work.

REMEDY: Make the grievant whole of all loss time and benefits. The grievant be given a day off, of his or her choice on Administrative Leave and that management cease and desist from mandating full-time employees to work prior to utilizing PTF's.

OVERTIME WORKED OUT OF ROTATION: The grievant was on the ODL and passed over and another employee on the list was utilized out of rotation.

REMEDY: Make the grievant whole of all loss time and benefits. The grievant be given a make up opportunity to work the appropriate number of hours within 90 days from the date the violation occurred or when the union became aware of the violation.

OVERTIME WORKED BY EMPLOYEE NOT ON THE ODL: The grievant was on the Overtime Desired List (ODL) and was passed over and another employee worked who was not on the ODL.

REMEDY: Make the grievant whole of all loss time and benefits. The grievant be paid an equal number of hours as was worked by the non ODL employee

RESTRICTED SICK LEAVE: An employee calls in sick, when he or she return to work, they are placed on restricted leave. The employee was not given a quarterly review.

REMEDY: Make the grievant whole of all loss time and benefits. That the notice placing the employee on restricted sick leave, be rescinded and the supervisor abide by the provisions of the ELM and the employee be made whole for any losses resulting from being placed on restricted sick leave.

SUPERVISORS PERFORMING BARGAINING UNIT WORK: Supervisor Jones has been repeatedly observed loading mail in the automation section for at least 2 hours a day over the last 30 days. Supervisor Jones works in a facility with over 500 employees. He agreed to cease and desist from performing bargaining unit work 2 weeks ago when a grievance was filed.

REMEDY: Pay the senior employee on the ODL 2 hours per day for the past 14 days. The supervisor be instructed to cease and desist performing bargaining unit work.

USING THE CORRECT APPROACH

It is most important that the shop steward conduct himself or herself in a professional manner when processing a grievance. He or she should avoid using the incorrect approach while discussing a grievance with management.

Hat in Hand Approach

- The steward is not confident, timid, and does not consider that he or she is on the same level as the supervisor, manager or postmaster.
- The steward does not utilize all the investigative tools available.
- The steward is not prepared and does not present a strong case.
- The steward is inattentive and appears disinterested during the grievance presentation.

Hard Guy Approach

- The steward is stubborn and abusive.
- The steward is unprepared and attempts to intimidate management by being loud and obnoxious.
- The steward gives the impression of being tough but rarely wins grievances.

The Business Like Approach

The shop steward should always use a Business Like Approach when presenting and processing grievances. It is important that he or she is:

- Knowledgeable.
- Courteous and in control.
- Well prepared.

PRESENTING THE STEP 1 GRIEVANCE

Two skills are necessary to effectively present grievances:

- [1] The human relations ability to deal with employees and management
- [2] A thorough understanding of the contract and the precedents which define the contract.

Tips for the Steward:

- Approach management with frankness, sincerity, and without hostility.
- Perform a complete investigation. If necessary, request an extension of the Step 1 time limits.
- **Do not** let the 14 day time limits expire while awaiting requested documentation.
- If the extension is not granted, present the grievance to the Step 1 supervisor, and make the argument during that discussion and as part of the grievance itself, that the requested information was not provided **prior** to the Step 1 meeting.
- Avoid heated arguments and shouting matches.
- Stay cool, be professional and thorough, managers would eventually realize that they can't fluster you. Be patient. Calmness helps you win cases.
- Take careful notes during the grievance discussion, so that you will have a record of management's responses and comments.
- Request documentation or evidence from the supervisor to support their contentions.

SPECIAL NOTE: Remember that Step 1 of the grievance procedure is the most crucial of all of the stages of the grievance procedure. Be sure to have your contentions clearly identified, documentation to support the case and prepare in advance as to how you will respond to the Step 1 supervisor.

THE STEP 1 DECISION

If a favorable decision is rendered at Step 1, the steward should request a copy of the settlement letter, give a copy to the grievant and insure that the decision is implemented in a timely manner. Use the **Settlement Implementation Form**, on the following page, to alert management that a favorable decision has been received.

SPECIAL NOTE: Remember to insist that all references be removed from the Grievant's records, from management's records, and that the grievant be made whole for loss of pay and other entitlements.

TIME LIMITS, APPEAL TO STEP 2

It is imperative for the steward to file grievances within the time limits outlined in the **Collective Bargaining Agreement Article 15, Section 2. Grievance Procedure Steps, Step 2**. In addition, in accordance with **Article 15, Section 4.B.**, the Union waive the grievance if the representative fails to meet the time limits.

The Time Limits for Step 2 Grievances:

- The Union shall be entitled to appeal an adverse Step 1 decision to Step 2 of the grievance procedure within ten (10) days after receipt of the supervisor's decision.
- The standard Step 2 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 shall designate an official outside of the installation as the Step 2 official, and shall so notify the Union Step 1 representative.
- 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 of the infraction.
- The installation head or designee will meet with the steward or a Union representative no later than seven (7) days following receipt of the Step 2 appeal unless the parties agree upon a later date.

SETTLEMENT IMPLEMENTATION FORM

DATE _____

TO: POSTMASTER
U.S. POSTAL SERVICE
AMERICA, U.S.A.

The attached is a favorable decision in behalf of the Union concerning the following appeal:

GRIEVANT: _____

NATURE OF APPEAL: _____

APPEAL CASE NUMBER: _____

The decision was rendered at the _____ level of the grievance procedure provided for in accordance with Article 15.

Will you kindly advise me of the date the decision is implemented within your office and kindly advise if the following supervisors—who have denied the appeal before this favorable decision—have been notified about the results:

1. _____
2. _____
3. _____

Your written reply will be appreciated. Thank you.

SIGNED _____

TITLE _____

COMPLETING THE STEP 2 GRIEVANCE APPEAL FORM

The Step 2 Grievance Appeal Form is an important document in the grievance process and must be filled out carefully and completely. Complete each line as follows:

Line 1 - Nature of discipline or contract issue. Include the date on which the appeal was made and the union local grievance number.

Line 2 - Name of USPS official to whom the appeal was made. List the name and telephone number of the installation.

Line 3 - Local Union's business address.

Line 4 - Name of APWU Representative authorized to discuss Step 2 and the telephone numbers where that individual may be reached.

Line 5 - Name of Local Union President and his or her telephone numbers.

Line 6 - Installation where Step 1 was heard; date/time discussion took place; name of the supervisor who discussed the grievance at Step 1 and the name of grievant and/or steward present at the discussion.

Line 7 - Name of the supervisor who made the decision; date/time decision was made; initials of supervisor making the decision attesting to date/time of decision.

Line 8 - Grievant (or Union if class action); list the address and telephone number.

Line 9 - Social Security number of the grievant; his/her seniority dates (service & craft); grievant's classification; level; step; duty hours and off days.

Line 10 - Name and zip code of installation where incident occurred; whether or not the grievant has lifetime job security; and whether or not the grievant is classified as a preference eligible veteran.

Line 11 - Cite contract article(s) violated.

Line 12 - Give a detail explanation of what happened. Under list of attached papers as identified, write (**See Attached Sheet for Exhibits**). Write the word **EXHIBIT**, at the bottom of each exhibit page, along with a number. List the **EXHIBIT** and its corresponding number on the **EXHIBIT SHEET**, (**A copy of an EXHIBIT SHEET is listed on the following page. Attach this EXHIBIT SHEET to the Step 2 Grievance appeal Form.**)

Line 13 - What the Union feels is required to resolve the grievance. In a discipline case always include the statement that “**the grievant be made whole,**” and that the proposed action (i.e. Letter of Warning, Letter of Removal, Suspension Letter), be removed from all records and files.

American Postal Workers Union, AFL-CIO

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 AND TITLE)	INSTALLATION / SEC. CEN. / BMC			PHONE
3	FROM: LOCAL UNION (NAME OF)	ADDRESS	CITY	STATE	ZIP
4	STEP 2 AUTHORIZED UNION REP. (NAME AND 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 AND TITLE)		DATE AND TIME	INITIALS	INITIALING ONLY VERIFIES DATE OF DECISION		
8	GRIEVANT PERSON OR UNION (Last Name First)	ADDRESS	CITY	STATE	ZIP PHONE		
9	SOCIAL SECURITY NO.	SERVICE SENIORITY/CRAFT	STATUS	LEVEL	STEP	DUTY HOURS	OFF DAYS <input type="checkbox"/> SAT <input type="checkbox"/> SUN <input type="checkbox"/> MON <input type="checkbox"/> TUE <input type="checkbox"/> WED <input type="checkbox"/> THU <input type="checkbox"/> FRI
10	JOB#/PAY LOCATION/ (UNIT/SEC/BR/STA/OFC)	WORK LOCATION CITY AND ZIP CODE			LIFETIME SECURITY <input type="checkbox"/> Yes <input type="checkbox"/> No	VETERAN <input type="checkbox"/> Yes <input type="checkbox"/> No	

11 Pursuant to Article 18 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, LM MINUTES, ETC.

12 DETAILED STATEMENT OF FACTS/CONTENTIONS OF THE GRIEVANT

List of attached papers as identified

13 CORRECTIVE ACTION REQUESTED

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

EXHIBIT SHEET

**Mark and Number all Exhibits in the file. List the Exhibits on this sheet.
Attach this sheet to the Step 2 Grievance Form.**

Grievant:

Issue:

Local Grievance Number:

Exhibit 1

Exhibit 2

Exhibit 3

Exhibit 4

Exhibit 5

Exhibit 6

Exhibit 7

Exhibit 8

Exhibit 9

Exhibit 10

Exhibit 11

Exhibit 12

Exhibit 13

Exhibit 14

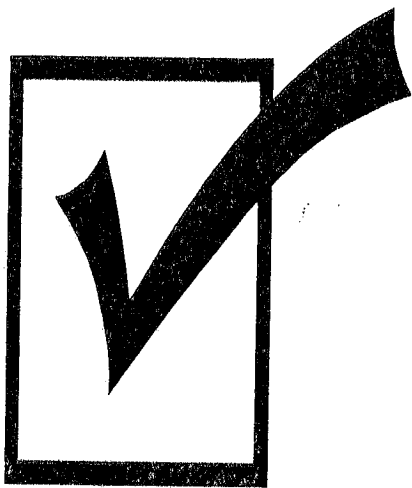
Exhibit 15

Comments:

Steward's Name:

Steward's Signature:

Date Appealed (Use Step 2 Appeal Date):



CHECKLIST FOR STEP 2 GRIEVANCES

Tips for the Steward:

- ✓ Anticipate the Step 1 supervisor's response.
- ✓ Check appropriate provisions of the contract, handbooks, manuals, etc..
- ✓ Review Step 1 contentions and examine all related data.
- ✓ Determine if additional contentions and data are required.
- ✓ Decide if the grievant or witnesses should be present at the Step 2 hearing.
- ✓ Outline the Step 2 presentation.
- ✓ Consider an approach to the Step 2 USPS representative.
- ✓ Make copies of all support documentation.
- ✓ Contemplate management's Step 2 argument.
- ✓ Express a clear and concise remedy.

PRESENTING THE STEP 2 GRIEVANCE

Prior to the actual Step 2 hearing, the union representative must determine whether to present additional arguments and documents. In preparation for the presentation of the Step 2 grievance he or she must review all information, documentation and evidence included in the grievance at Step 1. In addition, he or she should:

- Review the arguments and contentions made by the Step 1 steward to assure that they are correct and cover all aspects of the violation.
- Determine if witnesses, including the grievant, will be necessary during the presentation of the grievance.
- Anticipate and be prepared to refute management's arguments during the Step 2 hearing.
- Share every document supporting the Union's case with management at Step 2. If the documents are not provided, don't be surprised if an arbitrator refuses to consider them.
- Keep a record of all documents which are received or exchanged and always request copies of management documents.
- If information is denied, either at step 2 or in the investigatory stages of the grievance, it should be documented in the file. Also, note in writing, that the Union was denied due process.
- Discuss the case with other stewards and officers for possible alternatives to explore. Try to resolve as many cases as possible at the lowest level.

SPECIAL NOTE: Occasionally the union representative receives documents which hurt the Union's case and support management's position. **The union representative is not obligated nor should he or she share these documents with management.** It's up to management to discover them and produce them to prove their case. However, do not throw them away. Keep them in a file, clearly marked as "not shared" with management. If management fails to produce them at either at Step 1 or Step 2, note that fact in your file.

THE STEP 2 MEETING

The Step 2 Meeting affords the union representative the last opportunity to fully develop all relevant facts and contentions in regards to the grievance. The grievant shall be represented at Step 2 by a steward or a union representative. The union representative should have authority to settle or withdraw the grievance.

- At the Step 2 meeting, the union and employer representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought and may furnish written statements from witnesses or other individuals.
- The parties' representatives shall exchange copies of all relevant papers or documents and may mutually agree to jointly interview witnesses to assure full development of all facts and contentions.
- In cases involving discharge, either party shall have the right to present no more than two witnesses. Additional witnesses may be interviewed, if agreed to by the parties.
- Step 2 settlements or withdrawals shall be in writing or noted on the standard grievance form.
- 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. However, the parties may mutually agree to extend the time period.
- The Employer's decision letter should 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.
- If the union representative believes that the facts or contentions set forth in the decision letter are incomplete or inaccurate, he or she may file corrections or additions, within ten (10) days of receipt of the Step 2 decision. Corrections or additions must be included in the grievance file. The filing of such corrections or additions shall not affect the time limits for appeal to Step 3 or arbitration.
- Within fifteen (15) days after receipt of the Employer's decision, the Union representative may appeal an adverse Step 2 decision to Step 3, unless the parties' agree to extend the time for appeal.

CORRECTIONS OR ADDITIONS

One of the most powerful rights the Union has, to rebut management's Step 2 decision denial letter, is through the usage of **corrections or additions as outlined in Article 15 Section 2, Step 2: (g), which states:**

“ 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 or arbitration.”

Tips for the Steward:

- The most important rule for processing a grievance beyond Step 2 is to file corrections or additions when the denial does not accurately reflect the contentions made by the Union or is incomplete.
- Corrections or additions should be factual, brief and to the point.
- When pointing out inaccuracies in the Step 2 denial, do so by referencing facts. It is difficult to prove something false without facts and evidence.
- List all documents shared at Step 2, in the corrections or additions.
- Normally, management is deficient in one or two main areas when they deny a meritorious grievance. They either slant, twist, or bend the facts of the grievance or fail to report the facts (i.e., leave out the relevant facts which prove the case for the Union).
- Remember to include the corrections or additions with either the appeal to Step 3, within 15 days, or the direct appeal to arbitration, within 30 days after receipt of the Employer's Step 2 decision.

SPECIAL NOTE: Under the new direct appeal from Step 2 to arbitration, the corrections and additions become the final written record of the grievance prior to the arbitration hearing.

DIRECT APPEAL TO ARBITRATION **FROM STEP 2**

The Union may appeal an adverse Step 2 decision directly to arbitration for disciplinary grievances or contract grievances which involve the interpretation, application of, or compliance with the provisions of any local Memorandum of Understanding not in conflict with this Agreement, and those issues the parties have agreed are appealed to Expedited Arbitration.

- The grievances listed below can be appealed directly to arbitration from Step 2 within thirty (30) days after the receipt of the Employer's Step 2 decision.
- The grievances must be appealed to the appropriate Grievance/Arbitration Processing Center.
- The following information must be included with the appeal:
 - The standard Step 2 Appeal to Arbitration Grievance Form.
 - The Employer's written Step 2 decision.
 - The Union corrections or additions to the Step 2 decision, if filed.

Disciplinary Grievances to Be Appealed **From Step 2 Directly to Arbitration**

- Letters of Warning.
- Suspensions of 14 Days or less.
- Suspensions of More Than 14 Days or Discharge.
- Indefinite Suspension Crime Situation.
- Emergency Procedure.

Expedited Arbitration Issues to Be Appealed From Step 2 Directly to Arbitration

- Individual Overtime Grievances.
- Withholding of Step Increases' Grievances.
- Individual Leave Request.
 - Annual Leave.
 - Sick Leave.
 - Leave Without Pay.
 - Court Leave.
 - Restricted Sick Leave.
 - Requests for Medical Certification.
- AWOL.
- Individual Holiday Scheduling Grievances.
- Suspensions (Except Emergency Suspensions).
- Article 25, Higher Level Assignments.
- Employee Claims.
- Letters of Demand of Less Than \$2,000.
- Individual Clerk Craft Seniority Disputes.
- Such Other Matters as are Mutually Agreeable at the Area/Regional Level.

SPECIAL NOTE: The Memorandum of Understanding between the USPS and APWU Reference Timeliness Regarding Step 2(h) Appeals states: "When the Union incorrectly appeals a grievance under Article 15.2 Step 2(h) to Step 3 rather than to arbitration, and can show the appeal was made timely, Management will not consider timeliness as a waiver of the grievance. If no timely appeal to Step 3 can be established by the Union then Management retains the right to raise the timeliness issue."

AMERICAN POSTAL WORKERS UNION, AFL-CIO

STEP 2 APPEAL TO ARBITRATION GRIEVANCE FORM

GRIEVANT -- PERSON OR UNION _____ WORK LOCATION CITY, STATE, ZIP CODE _____ USPS GRIEVANCE # _____

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) _____ CRAFT _____ DATE OF STEP 2 _____ APWU GRIEVANCE # _____

TO: [] _____ DATE: _____

Please be advised that pursuant to Article 15, Section 2 Step 2(h) of the Collective Bargaining Agreement, the Union hereby is appealing the above-referenced grievance to arbitration. This appeal includes a copy of the Step 2 appeal form, the employer's written Step 2 decision and the union's corrections and additions to the Step 2 decision if submitted.

Check if Applicable

The Postal Service refused or failed to schedule a Step 2 meeting or render a written Step 2 decision within the prescribed time limits and to provide the union 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.

LOCAL UNION (NAME OF) _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____

SUBMIT UNION'S REGIONAL COPY WITH FILE TO:

COPY -- LOCAL FILE COPY -- USPS STEP 2 DESIGNEE
COPY - APWU COORDINATOR

NATIONAL BUSINESS AGENT

Sincerely,

**THIS IS A SAMPLE FORM.
PLEASE CONSULT YOUR
NATIONAL BUSINESS AGENT
FOR THE APPROPRIATE ADDRESS TO
SEND STEP 2 APPEALS TO ARBITRATION.**

Authorized Union Rep.

As Authorized by President William Burrus

Please check the **Expedited** or **Regular** Arbitration Panel box based on type of grievances listed below that may be appealed from Step 2 to arbitration pursuant to Step 2 (h) of the National Agreement.

Expedited Arbitration Panel Issues:

- AWOL
- Letters of Warning
- Suspensions of 14 Days or Less
- Letter of Demand of Less Than \$2,000
- Withholding of Step Increases
- Article 25-Higher Level Assignments
- Individual Grievances for: Overtime, Annual Leave, Sick Leave, Leave Without Pay, Court Leave, Restricted Sick Leave, Requests for Medical Certification, Holiday Scheduling, Clerk Craft Seniority Disputes

Regular Arbitration Panel Issues:

- Suspensions of More Than 14 Days or Discharge
- Indefinite Suspension Crime Situation
- Emergency Procedure
- L.MOU Disputes - Grievances where the primary article(s) or dispute(s) being grieved is over the interpretation, application of, or compliance with the Local Memorandum of Understanding
- Safety and Health

ESTABLISHING A GRIEVANCE COMMITTEE

A grievance committee should be established to review and discuss grievances. To appeal or not to appeal a grievance should be a joint decision made by the committee. The committee should record written minutes, stating the reasons why the grievance is not being appealed. The Grievance Committee should:

- Consist of officers or stewards representing each craft.
- Meet at least once each month or more frequently, if needed.
- Make sure that officers and stewards are not just automatically appealing every case regardless of its merit.
- Include in the grievance file, the written decision stating the reason why the committee chose not to precede with the grievance.
- Retain closed files, for a minimum of three (3) years, in storage with an adequate retrieval system.
- If needed, the local should seek advice from the national union or counsel.

SPECIAL NOTE: The union is not required to be right in every case or situation. However, union representatives may be required to prove that their decisions were not careless or perfunctory and that their handling of cases are consistent. To appeal merely to "pass the buck" only clog the grievance system and takes that much longer for the fair settlement of meritorious grievances.

TEST FOR JUST CAUSE

What is just cause? The definition of just cause varies from case to case, but arbitrators frequently divide the question of just cause into six sub-questions and often apply the following criteria to determine whether the action was for just cause. These criteria are the basic considerations that the supervisor must use before initiating disciplinary action.

1. **Is there a rule?** Is the rule clear and understandable? Was the employee informed of the rule? Has the rule been enforced in the past? Was the employee advised of the disciplinary consequences, if he or she failed to follow the rule.
2. **Is the rule a reasonable rule?** Was the rule related to the orderly, efficient and safe operations of the USPS business? Does the rule create an undo hardship for the majority of the employees?
3. **Is the rule consistently and equitably enforced?** Have other employees received discipline for violating the rule? If so, was the discipline issued to those employees as severe as that issued to the grievant?
4. **Was a thorough investigation completed?** Was the employee given a Pre-Disciplinary Interview(PDI)? Was the investigation conducted fairly and objectively?
5. **Was the severity of the discipline reasonably related to the infraction itself and in line with that usually administered, as well as to the seriousness of the employee's past record?** Was the punishment too severe for the infraction? Was the grievant's years of service taken into consideration.
6. **Was the disciplinary action taken in a timely manner?** Was disciplinary action taken when the infraction occurred or did management wait for an extended period of time, prior to issuing the discipline. Was the discipline punitive and vindictive?

STANDARDS DETERMINING PAST PRACTICES

It is difficult to identify standards by which arbitrators determine if a practice exists and how much weight it should be given insofar as their decision and award is concerned. However, there are some very definite ingredients, when the question of past practice is taken under consideration by the arbitrator.

- **Consistent** - The practice has been granted or applied consistently, uniformly, regularly and without break.
- **Clearly stated** - The practice has been observed by the parties and is followed without protest or objection from one party or the other.
- **Duration** - The policy has existed and been followed over a reasonably long period of time. In this regard a "bridge effect" may be of significance to some arbitrators. The bridge effect results from a practice under one agreement and continuing unchanged and not protested into a renewed agreement, as a result it bridges one collective bargaining agreement with another between the parties without having been changed or discontinued.
- **Jointly accepted and acted upon** - Both parties, through their line representatives, have operated as though the practice, in fact, existed and was a guiding rule.

SPECIAL NOTE: One important factor that should be noted is that the frequency of the practice may not be as important as the mutual observance. In other words, a practice which occurs only three times a year and which, on each occasion, is executed may have more weight on an arbitrator's decision than another practice which occurs 15 times a year but is not consistently administered from one time to another.

Proof of past practice requires documentation and evidence. It is essential that when a past practice exists and is grieved, all possible documentation and facts be submitted along with the allegation of a violation of the past practice.

In order to be binding, past practice should have one or all of the aforementioned elements.

AMERICAN POSTAL WORKERS UNION, AFL-CIO

STEP 3 GRIEVANCE APPEAL FORM

GRIEVANT -- PERSON OR UNION (FROM LINE 8)		WORK LOCATION CITY AND ZIP CODE (FROM LINE 10)		REGION'S GRIEVANCE #	
DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE)		CRAFT	DATE OF STEP 2	LOCAL GRIEVANCE #	USPS GRIEVANCE #

THE ABOVE GRIEVANCE IS BEING APPEALED TO STEP 3/DATE _____

Any appeal from an adverse decision in Step 2 shall be in writing to the Regional Director for Employee and Labor Relations, with a copy to the Employer's Step 2 Representative, and shall specify the reasons for the appeal. (Within fifteen (15) days)

The Appeal is in accordance with XV Grievance Arbitration Procedures Sec. 2 Step 2 (h) and Step 3 (a) for the following reasons:

**THIS IS A SAMPLE FORM. PLEASE CONSULT YOUR
NATIONAL BUSINESS AGENT FOR THE APPROPRIATE
ADDRESS TO SEND STEP 3 APPEALS.**

and we have attached the Step 2 appeal grievance form, the employers written Step 2 decision and our corrections and additions to the Step 2 decision if we submitted same to employer's Step 2 representative.

FROM - LOCAL UNION (NAME OF)	ADDRESS	CITY	STATE	ZIP
------------------------------	---------	------	-------	-----

COPY -- LOCAL FILE
COPY -- USPS STEP 2 DESIGNEE

SUBMIT UNION'S REGIONAL COPY WITH FILE TO (or as instructed)

NATIONAL BUSINESS AGENT

Sincerely,

Authorized Union Rep.

Step 3 Check List



Appeals to Step 3 should be made only when all efforts for resolution at Step 2 have been exhausted. This could include extension of time limits, if appropriate, presentation of new facts, if available, and settlement, in part, after consultation with the grievant or local union officers. If the appeal is made to Step 3, the case file sent to the appropriate National Field Officer should be complete.

The Grievance File Should Include Copies of:

- ✓ Step 1 discussion notes, if any.
- ✓ Standard Step 2 Grievance Appeal Form.
- ✓ Step 2 meeting discussion notes.
- ✓ Documents of Step 1 & 2 presentation.
- ✓ Copy of Step 2 written decision.
- ✓ Copy of additions/corrections at Step 2, if any.
- ✓ Copy of appeal to Step 3.

- 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.
- 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.

WAYS TO REDUCE STEWARDS STRESS

The job of a shop steward is one of the most stressful positions in the union. To help alleviate stress the steward should:

- Know the contract, their rights and what is going on in the union.
- Network with the union members and be responsive to their problems .
- Learn what resources are available and where to find the answers to questions

Solicit Support from Officers

- Conduct steward's meetings regularly, discuss problems and grievances.
- Learn to ask for help; assist other stewards and officers.
- Develop a communication network and telephone sick members.
- Train an alternate to assist you with grievance handling.
- Attend workshops and learn more efficient ways to perform your job.
- Don't become isolated, participate in union functions.

Develop a Base with the Members

- Interact with the members. Try to resolve problems before they escalate.
- Be personally concerned. Take up a collection for members who are hospitalized or recovering from a serious illness or accidents.
- Encourage members to attend meetings, seminars and union activities.
- Identify the problem areas where the majority of complaint occur.
- When out on union business, explain your duties to the members.

Involve Your Family in the Union

- Don't just complain about the union, tell your family why the union is important.
- Tell union stories and discuss labor history.
- Let them know you appreciate their support and bring them to union activities.

Be Proud of Being a Steward

- Remember why you are a steward, know your responsibilities to the members and learn the History of Labor.
- Wear something that shows you are "Proud to be Union" such as a button, jacket or cap.
- Develop your stewarding skills.

Take Care of Yourself

- Learn relaxation techniques and practice exercising and meditation.
- Eat properly and get enough rest.
- Learn your stress signals and listen to them.
- Learn to say no when you have to.
- Schedule family and social time.
- Don't offer to do things that you really don't have time to do.
- Utilize an alternate steward to perform minor tasks (i.e. Making copies or researching information).

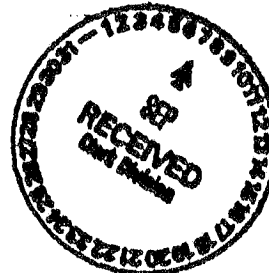
PART II

STEP 4

SETTLEMENTS



UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON, DC 20260



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

Re: H4T-5D-D 15115
Local
Seattle WA 98134

Dear Mr. Tunstall:

Recently we met in a prearbitration discussion of the above-referenced case.

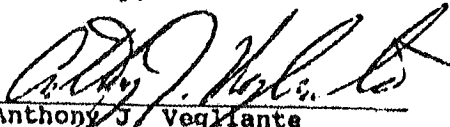
The issue in this case is whether management violated the National Agreement by listing disciplinary actions over two years old as aggravating factors on a notice of proposed removal, even though the employee had received no discipline for a period of two years.

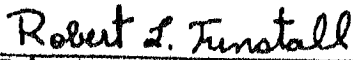
After reviewing this matter, the parties mutually agreed that, in accordance with Article 16, Section 10, "records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two years."

Therefore, such records of disciplinary action should not be cited in a notice of proposed removal. However, the Postal Service is not precluded from introducing such prior disciplinary action for purposes of rebuttal or impeachment in the grievance procedure, in arbitration, or in other forums of appeal.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to close case H4C-5D-D 15115 and remove it from the pending national arbitration listing.

Sincerely,


Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations


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

Date: 9-7-93



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, N.W.
Washington, DC 20060

AUG 2 4 1993

ARTICLE	16
SECTION	
SUBJECT	

Weingarten

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

16

Re: Class Action
Largo, FL 33540
HIC-3W-C 21550

Dear Mr. Wilson:

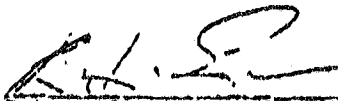
On July 26, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

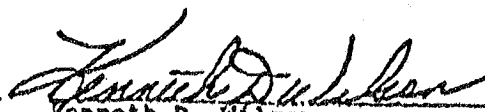
We failed to find an interpretive dispute in this case.

Discussions held pursuant to Article 16, Section 2, shall be held in private between the employee and the supervisor, and constitute the corrective action for the minor offense involved. Discussions which involve fact-finding (investigatory interview) and which may lead to discipline entitle the employee to representation, if requested.

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

Sincerely,


Robert L. Eugene
Labor Relations Department


Kenneth D. Wilson
Assistant Director
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
E7N-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.

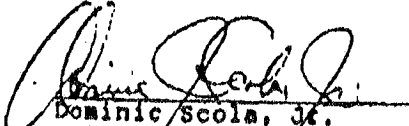
The issue in this grievance is whether an employee's medical records must be released to the union when they are requested during the investigation of a grievance.


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



RECEIVED

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

JUL 26 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 27 1988

Re: Local
Inglewood, CA 90311
H4C-5C-C 45726

Dear Mr. Connors:

On March 22, 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 was proper in denying the union's request for copies of a supervisor's personal notes which were taken during a discussion.

During our discussion, we mutually agreed that when requested, the union will be given the date and subject of a discussion, providing that such discussion was relied upon by the supervisor in a disciplinary action to establish that the employee had been made aware of his/her obligations and responsibilities.

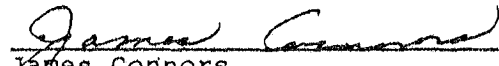
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,



Joyce Ong
Labor Relations Department



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



RECEIVED

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

JUN 16 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

JUN 14 1988

Re: Class Action
Manchester, NH 03103
H4C-1K-C 41761

Dear Mr. Connors:

On February 10, 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 union's request for information under the provisions of the National Agreement.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local dispute suitable for regional determination by application of Articles 17 and 31 of the National Agreement. The union agreed that they will be required to reimburse the USPS for any costs reasonably incurred in gathering requested information, in accordance with the schedule of fees outlined in Section 352.6 of the Administrative Support Manual. Management should provide the union an estimate and may require payment in advance. With this in mind, requests for information should not be denied solely due to compliance being burdensome and/or time consuming.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

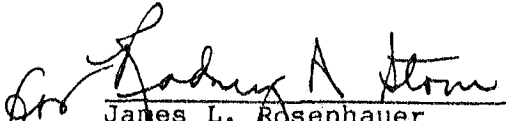
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.


Mr. James Connors

2

Time limits were extended by mutual consent.

Sincerely,


James L. Rosenhauer
Grievance & Arbitration
Division


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



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, NW
Washington, DC 20005-4100

ARTICLE	17
SECTION	
SUBJECT	
INTERVIEW	
AGGRIEVED EMP.	

Mr. Jim Lingberg
National Representative-at-Large
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

DEC 16 1987

Re: Class Action
Orlando, FL 32802
H4C-3W-C 55195

Dear Mr. Lingberg:

On December 7, 1987, 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 remanded the union's information request back to the union.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented as to the meaning and intent of Article 17 of the National Agreement. It was further agreed that in accordance with the National Agreement, Article 17, Section 3, which states in part;

"The steward, chief steward or other union representative 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."

Therefore, this is a local issue suitable for regional determination.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.


Jim Lingberg


2

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

Time limits were extended by mutual consent.

Sincerely,


Samuel M. Pulcrano
Grievance & Arbitration
Division


Jim Lingberg
National Representative-at-Large
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO



RECEIVED
DEC 8 1986
PWU
DIVISION

UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20000-4100

Art. 15

DEC 6 1986

Mr. Robert L. Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers
Union, APL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

ARTICLE	<i>15</i>
SECTION	
SUBJECT	<i>Step 2</i>
	<i>Shackelford</i>

Re: Class Action
Gulf Breeze, FL 32561
H4C-3W-C 14958

Dear Mr. Tunstall:

On July 22, 1986, and again on November 10, 1986, 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 the National Agreement by not scheduling a Step 2 meeting on grievance #9-85.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local dispute suitable for regional determination by application of Article 15, Section 2, of the National Agreement to the particular circumstances.

The parties at this level agree that management has an obligation to meet with the union at Step 2 as long as the union has met the procedures outlined in Article 15.2, Steps 1 and 2 of the National Agreement.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

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

Mr. Robert L. Tunstall

2

Time limits were extended by mutual consent.

Sincerely,

Muriel A. Aikens
Muriel A. Aikens
Grievance & Arbitration
Division

Robert L. Tunstall 1-12-87
Robert L. Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO



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

ARTICLE	17
SECTION	
SUBJECT	INFO. REQUEST SUP. ATT. REQ.

NOV 13 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
Greensboro BMC, NC 27495
H4T-3P-C 10526

Dear Mr. Connors:

On October 15, 1986, 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 the National Agreement by denying the union's request for supervisor's 3972's.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. We further agreed that if the local union can substantiate that the subject information is relevant to establish desperate treatment, the information requested will be granted. However, this can only be determined after full development of the fact circumstances involved in this case. Therefore, this case is suitable for regional determination.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration, if necessary.

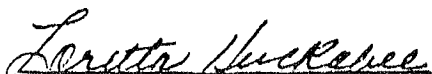
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Mr. James Connors

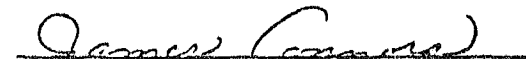
2

Time limits were extended by mutual consent.

Sincerely,



Loretta Huckabee
Labor Relations Department



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



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	
	<i>Responsible</i>
	<i>Release</i>

Re: Class Action
Jacksonville BMC, FL 32099
H1C-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.

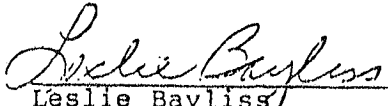
During our discussion, it was mutually agreed that the following would represent a full settlement of this case:

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.

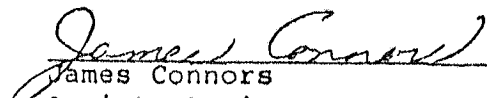
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case.

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



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20020

ARTICLE	17
SECTION	
SUBJECT	
<i>SUPRA</i>	
<i>SENIORITY</i>	

JUL 20 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: K. Teslak
Dearborn, MI 48120
H1N-4B-C 26932

Dear Mr. Overby:

On May 25, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

We mutually agreed that the dispute in this grievance may be resolved in full in a manner similar to that in H1N-2B-C 7422.

If the grievant, a full-time regular, was the designated steward in his station, and he was qualified for an assignment in his station, he should not have been transferred involuntarily to another station or branch. Management may, however, take whatever action as appropriate and necessary, e.g., excessing of the junior full-time carrier, in order to provide the grievant with an assignment at his original station.

Implementation of this agreement is on a prospective basis and only if the union wishes to pursue the remedy requested. Accordingly, the grievance is remanded to Step 3 for further processing as required.


M 00530


Mr. Halline Overby

2

Time limits were extended by mutual consent.

Sincerely,


Robert D. Eugene
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	

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

MAY 24 1984

Re: R. Spiegler
Enfield, CT 06082
BIN-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



82/1/82

UNITED STATES POSTAL SERVICE
475 L'Enten Plaza, SW
Washington, DC 20268

DEC 23 1983

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

ARTICLE	17
SECTION	
SUBJECT	MR. CONNERS PRODUCTIVITY RECORD

Re: S. Steven
Seattle, WA 98109
H1C-5D-C 13804

Dear Mr. Conners:


On December 8, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

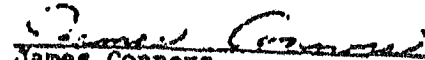
The grievance concerns whether the steward, on learning that local management is maintaining records of productivity of manual-distribution clerks, is entitled to review those records pursuant to Article 17, Section 3.

We mutually agreed that the steward certainly is entitled to review records of this nature pursuant to Article 17 and Article 31.

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

Sincerely,


Robert L. Eugene
Labor Relations Department


James Conners
Assistant Director
Clerk Division
American Postal Workers Union,
APL-CIO



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

October 24, 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

ARTICLE	17
SECTION	3
SUBJECT	INFORM.
REQ.	Sup. Dis. Records

Re: Class Action
Athens, GA 30601
HLC-3D-C 24168

Dear Mr. Wilson:

On October 4, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question in this grievance is whether management violated Article 17 of the National Agreement by denying a union steward's request for a copy of a letter of warning issued to a supervisor.

During our discussion, we agreed that, as provided in Article 17.3, the steward, chief steward, or other union representative 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. We agreed that under certain unique circumstances, a letter of warning issued to a supervisor or another employee could become a necessary document.

We further agreed that the question of whether the letter of warning in this case is a necessary document, as described above, is not a matter that requires national level interpretation by rather application of Article 17.3 to the fact circumstances.

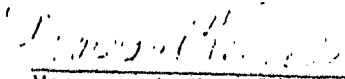
Accordingly, as agreed, this case is hereby remanded to the parties at Step 3 for further processing and arbitration, if necessary,

Kenneth D. Wilson

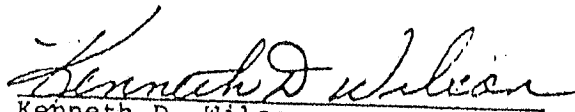
2

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

Sincerely,



Margaret H. Oliver
Labor Relations Department



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



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza SW
Washington, DC 20020

AUG 2 4 1983

SENT
ARTICLE <u>16</u>
SECTION _____
SUBJECT _____
DISCUSSION _____
STANDARD _____

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

Re: Class Action
Largo, FL 33540
HIC-3W-C 21550

Dear Mr. Wilson:

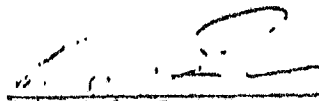
On July 26, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

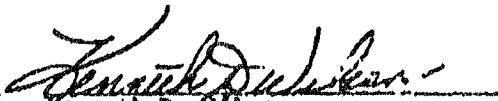
We failed to find an interpretive dispute in this case.

Discussions held pursuant to Article 16, Section 2, shall be held in private between the employee and the supervisor, and constitute the corrective action for the minor offense involved. Discussions which involve fact-finding (investigatory interview) and which may lead to discipline entitle the employee to representation, if requested.

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

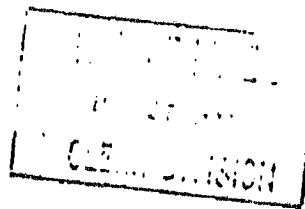
Sincerely,


Robert L. Eugene
Labor Relations Department


Kenneth D. Wilson
Assistant Director
American Postal Workers
Union, APL-CIO



UNITED STATES POSTAL SERVICE
 475 L'Enfant Plaza SW
 Washington, DC 20001
 May 25, 1983



ARTICLE	17
SECTION	
STEP	
INFO. REQUEST	
2608	

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: I. Hacker
 San Francisco, CA 94119
 HIC-5C-C 7210

Dear Mr. Wilson:

On April 27, 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.

We mutually agreed that there was no interpretive dispute between the parties at the national level as to the meaning and intent of Article 17 of the National Agreement, as it concerns release of Form 2608 to union representatives. We further agreed to the following:

1. The PS Form 2608 is not completed by the Postal Service at the time of the Step 1 discussion. Therefore, it is not available for the union to review until Step 2.
2. If the union requests to review the completed Form 2608 at Step 2 or any subsequent step of the grievance procedure, it will be made available.


Mr. Kenneth D. Wilson

2

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

Sincerely,


Robert L. Eugene
Labor Relations Department


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



M-00796

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

February 4, 1983

ARTICLE	17
SECTION	
SUBJECT	
<i>INTERVIEW</i>	
<i>Non Postal</i>	

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

Re: M. Bottorff
Miami, FL 33152
H1N-3W-C 11184

Dear Mr. Overby:

On December 20, 1982, we met 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.

We mutually agreed to resolve this grievance with the following memorandum of understanding negotiated at the national level.

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 unreasonable 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

Mr. Halline Overby


2

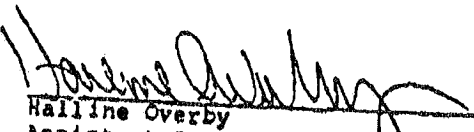
prospective witness to ascertain availability and willingness to be interviewed and, if willing, to establish a convenient time and locale.

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

The time limits were extended by mutual consent.

Sincerely,


Robert L. Eugene
Labor Relations Department


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

25, 8

May 12, 1982

ARTICLE	25
SECTION	
SUBJECT	
DETAILS	
WRITTEN ORDER	

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

Re: O. Akina
Honolulu, HI 96820
HIC-5E-C-2321

Dear Mr. Anderson:

On April 20, 1982, 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.

We mutually agreed that the number of issues raised by this grievance make proper interpretive consideration at this level very difficult, however, after a thorough discussion we concluded the following:


1. Employees detailed to higher level work shall be given a written management order ..., but the failure of management to give a written order is not grounds for denial of higher level pay if the employee was otherwise directed to perform the duties (Article 25, Section 3).
2. Union stewards are not precluded from obtaining access to materials necessary to process a grievance because management considers the grievance untimely (Article 17, Section 3).


3. The extent to which the grievant may be entitled to out-of-schedule and/or higher level pay, if any, should be based upon application of the provisions of the National Agreement to local fact circumstances.

Accordingly, as further agreed, this case is hereby remanded back to Step 3 for further processing by the parties at that level.

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

Sincerely,


Robert L. Eugene
Labor Relations Department


Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union,
AFL-CIO



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20000

March 4, 1982

ARTICLE 17
SECTION _____
FPM 1577

*Super Seniority
Split Duty Station*

Mr. Kenneth Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union,
APL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

*SALT LAKE CITY
AP-W-956 - Mark
AP-W-967 - Pre-act*

Dear Mr. Wilson:

On February 3, you met with Mort Miller in pre-arbitration discussion of H8C-5P-C-11643 and H8C-5P-C 11827. After a discussion of the issues, it was mutually agreed that the following would represent a full settlement of these cases.

When, in accordance with Article 12, Section 4 of the National Agreement, it is proposed to reassign within an installation an excess employee serving as a steward, said employee, per Article 17, Section 3 of the National Agreement, will not be involuntarily transferred from his station or branch if there is work for which that employee is qualified in that station or branch.

Please sign the attached copy of this letter acknowledging your agreement with this settlement, withdrawing H8C-5P-C-11643 and H8C-5P-C 11827 from the pending national arbitration listing.

Sincerely,

W. E. Henry Jr.
William E. Henry Jr.
Director
Office of Grievance
and Arbitration
Labor Relations Department

Kenneth Wilson
Kenneth Wilson
Administrative Aide, Clerk
Craft
American Postal Workers Union,
APL-CIO

MAR 05 1982



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, NW
Washington, DC 20260

December 18, 1981

ARTICLE	17
SECTION	
SUBJECT	INFO. REQUEST
	TIMELY FURNISHING

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

Re: *AB-5-2720*
Class Action.
Key West, FL 33040
H9C-3W-C-35511

Dear Mr. Wilson:

On November 30, 1981, 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.


We mutually agreed that there was no interpretive dispute between the parties at the National level as to the meaning and intent of Article XXXI or Article XVII of the National Agreement as they relate to a union steward's request for copies of, or access to documents, files and other records necessary for processing a grievance or determining if a grievance exists.


The parties agree that there shall be no "game playing" with regard to the above. If the Union requests copies of information as per Article XXXI, they may be required to pay just costs reasonably incurred in obtaining the information and the information shall be furnished in a timely manner. When a steward requests to review information as per Article XVII, such a request shall not be unreasonably denied and it shall be furnished in a timely manner.

The information requested by the steward in this grievance by letter dated July 11, 1981, shall be furnished, notwithstanding the dispute between the parties concerning the information requested earlier in a letter dated March 25, 1981.

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

Sincerely,


Robert L. Eugene
Labor Relations Department


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



M 00127

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20001

NOV 22 1978

ARTICLE	17
SECTION	
SUBJECT	
RELEASE	
ALTERNATE TIME	

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

Re: C. Nelson
St. Louis, MO
NC-C-16045/By-Pass

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.

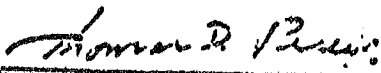
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

During our Step 4 meeting, we mutually agreed to consider this grievance resolved based on the following: If management must delay a steward from investigating or continuing to investigate a grievance, management should inform the steward involved of the reasons for the delay and should also inform the steward of when time should be available. Likewise, the steward has an obligation to request additional time and to state reasons why this additional time is needed. Requests for additional time to process grievances should be dealt with on an individual basis and not be unreasonably denied.

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

Sincerely,


Daniel A. Kahn
Labor Relations Department


Thomas D. Riley
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO



M 0012

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

NOV 18 1977

ARTICLE	17
SECTION	
SUBJECT	
INTERVIEW	
WITNESSES	

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

Re: Branch 1477
St. Petersburg, FL
NC-S-8463/N5-FL-13148

Dear Mr. Riley:

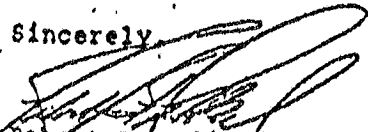
On October 25, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

The delivery of disciplinary notices to employees as cited in this grievance file is not per se bargaining unit work. This aspect of the grievance is denied.

Article XVII, Section 3 of the National Agreement states that interviews with aggrieved employees, supervisors and witnesses shall not be unreasonably denied. It is anticipated that supervisors will respond to reasonable and germane questions during the investigation of a grievance. In this instance the specific nature of the questions and/or reasons for the response or lack thereof is not known.

Sincerely,


Robert B. Hubbey
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20240

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	177
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
William J. Downes
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20008

November 18, 1974

Mr. Tony R. Huerta
Secretary Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

ARTICLE	17
SECTION	
SUBJECT	
INFORMATIONAL REQUEST	
CUSTOMER COMPLAINT	

RU

NB-C-1930(N-37)/J-DEK-119

Dear Mr. Huerta:

On September 4, 1974, 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.

In this case an employee was disciplined as a result of a customer complaint. The union grieved the discipline action and requested the name and address of the complaining customer. Local officials refused to divulge the requested information contending that there were previous instances where the union had harassed complaining customers.

It is our decision, in this instance, that the union has a right to the requested information. Accordingly, the grievance is sustained. We would like to note however that union officials will be held accountable for their conduct towards US Postal Service customers.

Sincerely,

William J. Downes
Labor Relations Department



ARTICLE	16
SECTION	
SUBJECT	LETTER WARNING IN LIEU OF SUSPENSION

SENIOR ASSISTANT POSTMASTER GENERAL
EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

February 15, 1974

MEMORANDUM FOR: Assistant Regional Postmasters General
Employee and Labor Relations

SUBJECT: Letters of Warning

By memorandum dated November 13, 1973, there was established as USPS policy the utilization of letters of warning in lieu of suspensions of less than five (5) days. This same policy is effective throughout the grievance process where consideration is being given to a reduction in discipline imposed. If a suspension of five (5) days or more is reduced administratively, the reduction should be to a letter of warning rather than a suspension of four (4) days or less, unless such short suspension constitutes an agreed upon settlement of the grievance.

Please review your existing discipline cases to insure that this policy is operative and take the necessary corrective action where necessary to insure compliance.

Sincerely,

Darrell F. Brown

Darrell F. Brown



