

GUIDELINES
FOR
SHOP STEWARDS

THE BASICS

APWU

April 2007

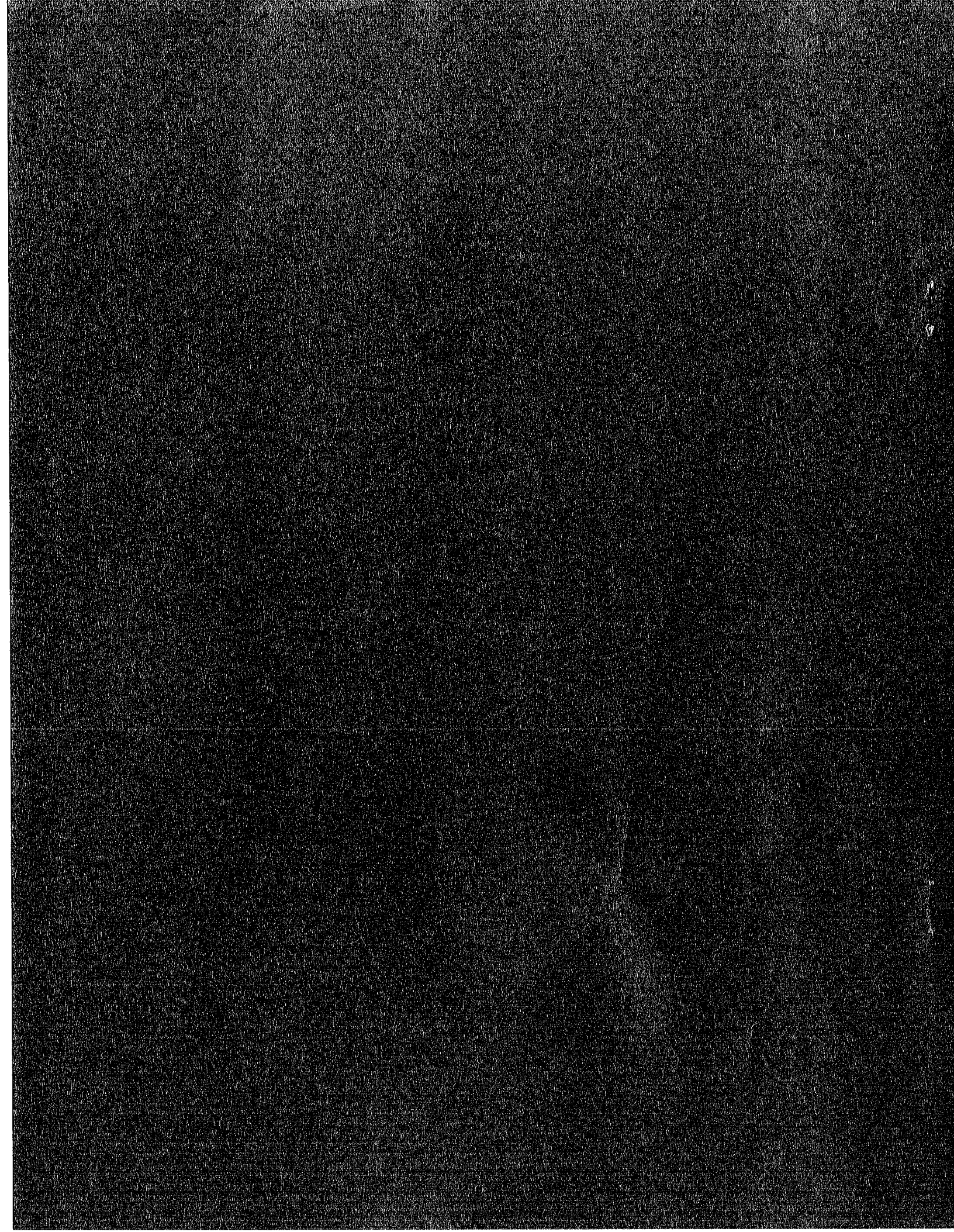


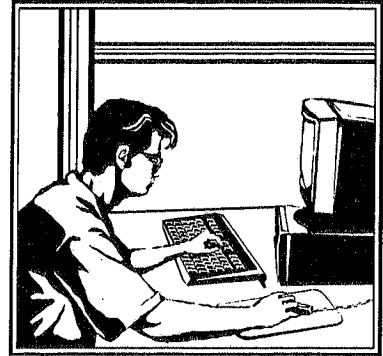
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Roles Of The Shop Steward

CONTRACT ADMINISTRATOR:

The Steward's primary duty is to understand and enforce the contract. You must have the knowledge, ability and desire to ensure that grievances are filed for every violation of the agreement. The Steward is charged with policing the contract, sometimes irrespective of individual desires of workers whose rights are at issue.



LEADER:

Stewards are expected to lead by example. This must be based on the Steward's credibility and integrity as a representative of the bargaining unit workers. A good leader will enjoy the active support of those he or she represents.

ORGANIZER:

Through knowledge and dedication to the labor movement, Stewards strive to convince non-members that they, too, should join the APWU and become involved in shaping their own destinies as Postal workers.

EDUCATOR:

The Steward's knowledge and understanding of the contract should enable him or her to educate the workers on their rights under the contract. The Steward should also explain to members the goals of the APWU and why the Union needs the members' active participation.

COMMUNICATOR:

It is essential to keep members informed of what's going on in the workplace and how Postal Service management actions are being addressed by the Union. The Steward should also communicate to the workers what is happening in the APWU and how the Union helps them. Let them know their rights and what benefits - under the contract and as members of the APWU - they enjoy.

POLITICAL ACTIVIST:

As federal workers it remains critical that Postal workers and their families know the importance of being politically active. The Steward should keep up on pending legislation of concern to the APWU, and encourage the members to communicate the Union's position to their congressional representatives.

FRIEND:

Sometimes it happens that the Steward necessarily becomes aware of a member's personal strife and needs and will be that shoulder to lean on. Be prepared to refer a member to the proper individual or agency in time of personal need.

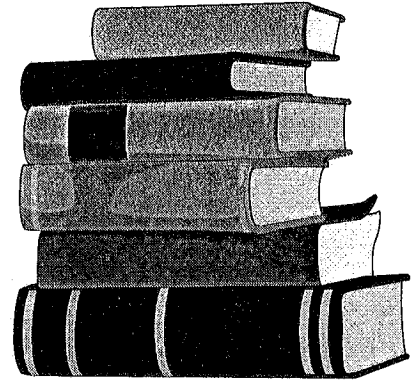
Obviously, the Steward must wear many hats. It is a job of many aspects that carries its own rewards. However, it is often said that the Steward's job is a thankless one. And it is true that the Steward must be able to draw gratification from knowing that he or she is doing what is necessary to represent the best interests of the members we serve. You should also be advised not to expect to make major changes in how the Postal Service operates or how it treats the workers; be prepared to be satisfied with knowing that positive change comes in small increments; and without your work there would be no improvement.

[A word of caution, if you are interested in the job of Steward because you have some personal issues with Postal Service management to address, you may be in need of a good Steward. Think carefully about whether you are entering into this task for the right reasons. Stewardship is a service to the members, carried out with dedication to the fundamental democratic principles of unionism.]

The Shop Steward's Tools –

Contract and Precedents: The contract (the National Agreement and the Local Memorandum of Understanding) is your guide to the rights of the employees and the responsibilities of the employer. Precedents are settlements of grievances that may be used by you to resolve a similar grievance.

Joint Contract Interpretation Manual: As the parties at headquarters have now agreed upon a **JCIM**, this becomes as indispensable as the National Agreement itself. Still in effect are regional JCAM's and local memorandums that pose no conflict with the nationally developed **JCIM**.



Handbooks and Manuals: Postal Service handbooks and manuals and other sources of published regulations, under Article 19 of the National Agreement, form a significant part of the contract. These must be accessible to the steward. They are available from the Postal Service and from the APWU in hard copy and electronically. Postal Bulletins should be reviewed as issued, for changes to Postal Service policies and regulations.

Collective Bargaining Reports (CBR's): These summaries of national and regional arbitration cases, Step 4 settlements, changes in law and other important developments are compiled by the APWU Industrial Relations Department and sent to the Locals. They are also available electronically through the internet and on various CD's. Use the CBR's as a guide in handling grievances and to stay abreast of important issues.

Grievance Forms: The parties agreed early on to use standard grievance forms for appeals of grievances after Step 1. And the APWU makes these forms available in both hard copy and in electronic formats. Use these standard forms to record facts of a case and action that may have been taken in the process of investigating and discussing the grievance.

Contact Information: Names, addresses and telephone numbers of Local Officers, National Business Agents, Regional Coordinator and national office departments are essential for the steward to obtain advice and information when questions arise.

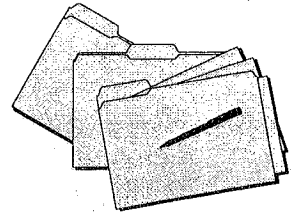
APWU NEWSservice: Stay abreast of the latest developments on legislative and contract issues.

Dues Check-Off Forms 1187: Sign up new workers and other non-members.

APWU Health Plan Brochures: Encourage members and new workers, while enrolling them in the Union, to sign up for the APWU Health Benefits Plan.

APWU Accident Benefit Association Forms and Brochures: For members who belong to the APWU Accident Benefit Association (ABA) and new members desiring to enroll. The ABA is a special benefit available only to APWU members.

Grievance File: Access to a Union file where grievances should be recorded by name or contract violation. Each steward should maintain a grievance log. And the Local should maintain a master log of all grievances, recording their status at each step of the procedure.



Membership File: A list of all members and non-members.

Seniority Lists: Seniority lists must be provided to the Local and should be maintained on file, readily available to the steward. Each seniority list should become part of the Local's permanent records of the workplace.

Bid Assignments: Lists of bid duty assignments with full particulars and names of incumbents should be maintained. Bid and promotional opportunity registers and postings must also be made part of the permanent records of the Local.

Overtime Desired Lists: Copies of the OTDL's and supervisors' overtime scheduling calendar should always be readily available. These should be kept as permanent parts of the Local's records.

Holiday Schedules: Copies of holiday sign-up sheets and posted holiday schedules should also be kept on file permanently and archived as necessary.

Annual Vacation Selections: These also are records that ought to be available to the steward and should become part of the Local's files.

Weekly Work Schedules: Most offices post these each week. The Local should obtain copies and maintain them on file permanently.

Committee List: Names of all representatives to committees, both Labor-Management and Union (e.g., Safety and Health, Employee Recreation, Labor/Management, Local Grievance Committee, Members' Welfare Committee, etc.).

First Things First –

So, where do you start? Well, training is a good beginning. But we all know that frequently new stewards either throw themselves into the fire or are thrown there by co-workers or well-meaning Union officials.

To begin with, though, you must read . . . and read . . . and read . . . And read again. Start with these articles of the National Agreement.

- **Article 15 – Grievance-Arbitration Procedure**_____
- **Article 16 – Discipline Procedure**_____
- **Article 17 – Representation**_____
- **Article 37 – Clerk Craft, or**_____
- **Article 38 – Maintenance Craft, or**_____
- **Article 39 – Motor Vehicle Craft, or**_____
- **Article 40 – Material Support Craft**_____

When you have finished reading those first three articles plus your own craft article, then go back and read them again.

- You must become familiar enough with these articles to know where to find the information you need, when you need it.

Generally that is how this works anyway. There is far too much material for anyone to actually know all about our collective bargaining agreement and all its particulars. What is necessary, though, is that the steward ***know where to look for answers***.

Once you have familiarized yourself with these articles, then read the others in the National Agreement and become comfortable with what is covered – in the articles and in the Memorandums of Understanding appended to it.

Next is the Local Memorandum of Understanding. Article 30 was negotiated to allow the parties at the local level to address certain topics that might depend greatly on local circumstances. The Local Memorandum of Understanding – LMOU or Local Agreement – is the result. The steward must become very familiar with the terms of the LMOU. So, again, read . . . and read . . . and read. And read again.

Finally, consider the enormous volume of material just in the Postal Service **handbooks and manuals** and you will quickly find acquisition of necessary knowledge of the contract truly daunting. However, the steward must become familiar enough with handbooks and manuals to know what subject matter one might find addressed in each.

Handbooks and Manuals –

Principally the manuals of importance to a steward are –

- **Administrative Support Manual – ASM**
- **Domestic Mail Manual – DMM**
- **Employee and Labor Relations Manual – ELM**

There are also –

- **International Mail Manual – IMM**
- **Purchasing Manual – PM**
- **Postal Operations Manual – POM**

Associated with most of these are collections of handbooks whose topics relate to the material addressed in the corresponding manual.

AS handbooks involve *administrative* issues

DM handbooks address *domestic mail* handling

EL handbooks deal with *employee and labor* topics

PO handbooks cover *postal operations* concerns

And there are some other collections of handbooks, such as –

F handbooks that address *financial* issues

MS handbooks that deal with *maintenance services*

M handbooks that address *mail* topics

All of this material should be available within the resources of the Local Union. Much of it can be found at any post office. And all of it is available through a variety of electronic resources.

The Postal Service public website www.usps.com provides access to every Postal Bulletin, as it is issued. You will also find Publication 223, Directives and Forms Catalogue, and up-to-date manuals – DMM, ELM, IMM, and PM. The Union's website www.apwu.org, under the Industrial Relations Department link also provides numerous documents.

Not only will Postal Bulletins keep you updated on changes to resource material, but Publication 223 allows you to check on the date of the current version of manuals, handbooks, management instructions, forms, etc.

The Grievance Procedure –

The grievance procedure is governed by Article 15 of the National Agreement. But it has also evolved through the many experiences of the parties over the course of our history in the collective bargaining relationship.

ARTICLE 15 GRIEVANCE-ARBITRATION PROCEDURE

Section 1. Definition

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

Section 2. Grievance Procedure Steps

Step 1:

(a) Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. The employee, if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. The Union also may initiate a grievance at Step 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.

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

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

There is a difference between a valid grievance and a mere gripe or complaint.

Shop stewards should never enter complaints or gripes into the grievance procedure simply to appease a dissatisfied worker. To do so wastes valuable time and resources that could be used for processing serious cases.

It also has the effect of diminishing the respect the Union is due for the exercise of integrity and intelligence in our bargaining relationship.

The decision whether or not a grievance is valid is made by the shop steward or other union representative – not by the grievant.

This decision must be based on whether the grievance represents a violation of the contract and can be expected to prove as much. Whether the grievance is advanced through the steps of the grievance-arbitration procedure sometimes depends on considerations as to whether it serves the best interests of the bargaining unit to continue the grievance.

For example, a supervisor performing bargaining unit work for two minutes violates the Agreement. However, it would likely be viewed as a *de minimus* violation for which no remedy can be achieved. Such a case *may not* proceed past early steps of the procedure. It is also important to note that the viability of a grievance does not depend upon the desires of individual members – even the Grievant – rather it depends upon the integrity of the contract.

And it is important for the steward to recognize that simply moving a grievance to the next step is not all he or she is called upon to do.

If a grievance lacks merit, that is if it does not actually represent a violation of the contract, the steward bears responsibility to advise the effected employee(s) of this fact.

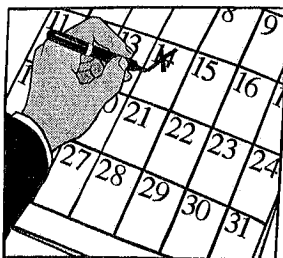
***Do not appeal a grievance to the next step just
so someone else can tell the Grievant
he or she does not have a case.***

How's Your Memory?

It cannot be expected that stewards memorize the National Agreement – not even portions of it. And there are so many other sources of contractual provisions – e.g., the JCIM and Postal Service handbooks and manuals – only the most uniquely gifted photographic memory would ever stand a chance.

However, every steward should learn and remember the Article 15 **time limits** that apply to his or her roll.

- To start the grievance at **Step 1** **14 days** from the date of incident
- Supervisor's answer **5 days** from Step 1 discussion
- To file **Step 2 Appeal** **10 days** from Step 1 answer
- Step 2 designee to meet with Union **7 days** from Step 2 Appeal filing
- Step 2 designee's answer **10 days** from Step 2 meeting
- To file **Corrections and Additions** **10 days** from receipt of Step 2 answer
- To file **Step 3 Appeal** **15 days** from receipt of Step 2 answer
- To file **Appeal to Arbitration** **30 days** from receipt of Step 2 answer



EXTENSIONS OF TIME LIMITS

The American Postal Workers Union and the U.S. Postal Service have a long history in the grievance-arbitration procedure. In the more than thirty years of our contractual relationship we have developed understandings about extended to each other additional time for the various steps of processing grievances.

- Article 15 specifies only four points at the local level at which extensions may be granted.
- Three of the four apply to extension granted by the Union to management.
- For the Step 1 decision – beyond the 5-day requirement
- For the Step 2 meeting – beyond the 7-day requirement
- For the Step 2 decision – beyond the 10-day requirement
- For the Step 3 Appeal – beyond the 15-day requirement

However, it is common that the parties extend any or all of the time limits mutually, depending upon circumstances and the relationship between the parties.

It is critically important that the steward understand that every extension of time limit ***must be in writing*** with appropriate signatures of the parties involved.

An extension agreement should state –

- What deadline is being extended
- What was the original date of deadline
- What is the agreed upon new deadline date

It must also include an identification of the grievance – preferably by grievance number.

It must be signed by both parties.

Occasionally, the Service may challenge an extension of time limit. It may argue that the supervisor who signed did not have authority to extend the time limit at issue. The steward should not play games with extensions of time.

- Obtain the agreement to extend with the *appropriate* management representative for the point at which the grievance time limit is being extended.

And, remember, if the Union consistently refuses to grant management requests for extension, it may expect – when in need of additional time – to also be rejected.

– *Reciprocation is an important element in any contractual relationship* –

Time limits are important to every case. But the Union's responsibility and management's responsibility are *significantly different*. Read Article 15 carefully and understand your obligations.

- If the union fails to maintain time limits, it is considered a waiver of the grievance.

But –

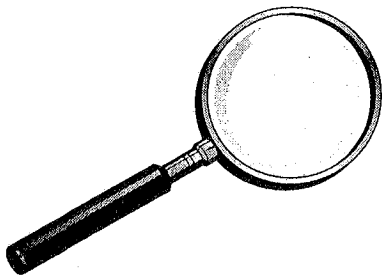
- If the employer does not raise the issue of time limits at Step 2 or at the step where the Union failed to meet time limits, which ever is later, the employer waives any objection to processing the grievance.
- Failure by the employer to meet its time limits is deemed to move the grievance to the next step of the grievance procedure.

Note carefully –

- The **JCIM** specifically addresses the Union's time limit for moving a grievance to the next step. At any step that the Service fails to meet its time limit for meeting on the grievance or for rendering a decision, the Union's time limit to move the grievance begins with the *date the meeting or decision was due*.

Time is of the essence in all grievances, but perhaps more so in discipline cases. Irreparable harm can be done to the employee's career if a discipline case is lost. And loss due to the Union's failure to adhere to prescribed time limits is the worst way to lose a discipline case.

Moreover, the longer it takes for a discipline case to work its way through the grievance procedure, the longer the grievant may remain in a non-pay status – which could have tragic consequences for the grievant and his or her family.



Grievance Investigation –

Investigation is the most important step in the successful resolution of grievances.

Article 17, Section 3 of the National Agreement defines the "Rights of Stewards." Article 31 also addresses the Union's broad right to obtain documents and other information from the Postal Service.

Shop Stewards Have the Right To:

Access to review documents.

Review files and other records.

Obtain copies of relevant documents.

Interview the grievant, other employees, supervisors and witnesses during working hours.

Discuss the complaint with the individual(s) concerned.

Determine whether to proceed with a grievance.

Meet with the appropriate Step 1 and/or Step 2 management representative.

Develop and write the grievance appeal, the 'additions and corrections', and the appeal to Step 3 or to arbitration.

All of this is **guaranteed to be on-the-clock** with the exception of meeting at Step 2. The Service generally cooperates in scheduling these meetings during the Union representative's regular schedule, but is not required to do so by the National Agreement.

NOTE –

The Steward **should not** discuss the grievance at Step 1 **until after conclusion** of the investigation. Take advantage of the fourteen (14) days allocated by the contract for this.

If a member approaches you with a grievance, make sure the member has been given permission for the discussion. The member should have notified his or her immediate supervisor of the need to see a Steward for representation.

Do not immediately discuss the nature of the grievance with the immediate supervisor. Simply notify the supervisor that you will investigate the grievance and that after gathering facts and documentation, you will return for the formal Step I grievance discussion if you determine a violation exists.

During your initial interview with the grievant, **take thorough notes**. At this point the grievant's recollection of the facts and circumstances will still be fresh, and you will be able to compile detailed information that may weigh heavily with an arbitrator many months later.

Even though you may immediately believe the grievant's complaint does not represent a grievable violation of the contract, listen patiently. Allow the grievant to explain and (sometimes) just to vent. Inform the grievant you will examine the situation and let him or her know what you have found. In spite of your misgivings explore the facts and investigate whether or not there is a contractual violation. If you find none, meet with the employee again and fully explain what you have found.

Writing An Outline

You will find that it is helpful and important to outline your presentation prior to the grievance discussion. For this purpose the American Postal Workers Union created the standard Step 1 Grievance Outline Worksheet. (Its first six lines correspond directly with the standard Step 2 Appeal form that will be used should the grievance require appeal after Step 1.) The outline format is useful as a mind jogger, particularly when you have a number of points to make.

The outline worksheet format features a numbered list, headings, and subheadings. This worksheet is very helpful. Stewards should prepare an outline worksheet for each grievance.

What to Look For

Is it a grievance? The Shop Steward can answer this only if he has the facts. Getting the facts is the foundation of a grievance.

Here are six questions that may serve as a general framework for the steward's investigation into any incident or issue that may prove to have been a violation of the contract.

- **Who** was involved? Be sure you can properly identify not only who was directly involved, but also those indirectly involved – e.g., witnesses. Present not just names but full particulars – e.g., job title, schedule, seniority, pay rate, etc. In other words, all pertinent facts about those involved relevant to the issue.
- **What** happened that makes this incident a grievance? Describe the full particular circumstances of the incident.
- **When** did it happen? Identify the incident as specifically as possible – pay period, date, day of the week, tour, time of day.
- **Where** did it happen? Identify the facility and, if pertinent, the specific locale. *Specific* means just that. Consider a grievance alleging a safety hazard – identification of machinery *by serial number* could be critical.
- **How** is this incident a grievance? If the contract has been violated, state the particular contract clause, published policy, regulation, or practice and how management's action, or lack of it, violated the cited provisions. It is possible that the issue involves violation of law – cite it. Remember the Article 15 definition of grievance.

These same questions will form the basic framework for writing your outline prior to Step 1 discussion and, subsequently, for the Item 12, Step 2 Appeal, description of the grievance.

Once the steward has established that a legitimate grievance does, in fact, exist, the question of remedy then must be considered.

- What **corrective action** is necessary to remedy the contract violation? Clearly state what must be done to provide relief. And remember, if you do not ask, you cannot expect to achieve remedy.

Listed below are various incidents that might give rise to grievances. For each issue, how would you go about answering the six questions posed on the previous page?

A. Tony Ranaldi's job is being abolished.

B. Harry Thomas was denied a vacation period he requested.

C. Dick Cooper was fired after a verbal altercation with his supervisor.

D. The supervisor forced Mark Tower to continue to operate a forklift after Mark called his attention to defective brakes on it.

**For the following types of issues, what kinds of facts would you look for?
And where could you find them?**

Promotion out of turn

Denied transfer

Vacation selection _____

Health or safety hazard _____

Stealing (discipline for) _____

Holiday schedule

Sick leave documentation

AWOL charge

Irregular attendance (discipline for) _____

Overtime bypass _____

Pay rate _____

Scheme failure _____

Step 1 –

Preparing For Presentation

Fit your facts together.

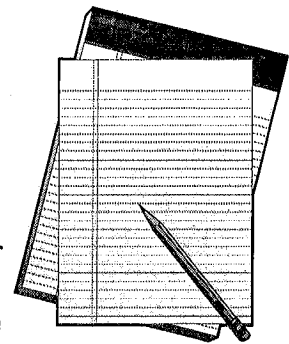
Be prepared to present documents that support the case.

Consider the bearing of facts and documents on each other.

If uncertain in any area of the grievance, check with the Chief Steward or other Union Officer.

Consider the grievance objective and be prepared to request proper settlement. Also be prepared to settle. In other words, know what the “*bottom line*” is and settle the grievance when an appropriate offer to settle is developed.

NOTE: The steward must keep written records of all grievances. It is extremely important to obtain and document written statements, reports and as much evidence as possible for the grievance – especially supervisors’ comments.



Review your notes thoroughly with the grievant to ensure that your understanding of the grievant’s account is what he or she meant. Make sure that you, the steward, understand exactly what the grievant has said.

Advise the grievant whether or not you will expect him or her (if participating in the Step 1 meeting) to contribute to the discussion. Work this out with the grievant. Use your own best judgement, not the grievant’s.

- Sometimes the best roll for the grievant during the Step 1 meeting is to take detailed notes of the discussion between the steward and the supervisor.

Presenting The Grievance

It is the responsibility of the steward to insure fair treatment of employees and to protect their rights under the terms of the agreement.

You are required to use good judgment and to assess problems objectively and intelligently. Your analysis of the situation, the facts, the documents, the use of witnesses and your presentation should be thoroughly thought out prior to approaching the supervisor to discuss Step 1.

Both parties have a right to settle in whole or in part, and the union has the right to withdraw. Settlements at this level are not precedent-setting, and resolutions should be approached on the basis of problem-solving rather than confrontation.

Parties may agree to extend time limits, if necessary, as appropriate.

While Step 1, by definition, is not written – it is simply an oral presentation of the grievance – it has become common in some offices for the steward to present a copy of the Step 1 Grievance Outline Worksheet to the supervisor at Step 1.

- This is not required. The Steward is entitled to use his or her discretion whether to engage in this practice.
- However, the Steward is cautioned not to substitute simply giving this form to a supervisor for having a thorough Step 1 discussion of the grievance.

As mentioned before, keeping detailed notes is an important part of documenting your case. The Step 1 Grievance Outline Worksheet may form the basis for your notes, but a thorough Step 1 discussion may require additional notes taken during the meeting.

The Steward should also routinely record, in writing, the content of the Step 1 meeting immediately thereafter. Take advantage of having the discussion fresh in mind.

- Critical admissions and other facts sometimes come out only during the Step 1 discussion.

Who Discusses the Grievance

The employee and/or the union and the immediate supervisor are designated by Article 15 as Step 1 participants. However, employees should be discouraged from meeting with supervisors without a steward.

Should an employee initiate a grievance at Step 1, once denied by the supervisor, that grievance nonetheless becomes the responsibility of the Union. **Only the Union** may appeal a grievance to Step 2 or beyond.

Sometimes supervisors mistake the Step 1 language of Article 15 as if it requires the employee to discuss his or her complaint with the supervisor *prior to* meeting with the steward and filing a Step 1 grievance.

- This **is not** what Article 15 requires

Whether the grievant participates at all at Step 1 is solely the determination of the grievant and the steward.

A good steward will *speak for* the grievant, noting that sometimes our members are not in the best position to articulate contractual rights. Additionally, grievants may sometimes express issues from personal or emotional perspectives not relevant to the contractual dispute.

A Few Notes About Grievance Discussions

Two elements are necessary to effectively present grievances:

- The human relations skill to deal with employees and management.
- A thorough understanding of the contract and the precedents which define the contract.

Even if you may have a thorough knowledge of the Agreement, unless you approach management with frankness, sincerity, and **without hostility**, you can expect anger and resistance.

The reverse is also true. You are likely to react with anger to a supervisor who treats you in an insulting way. However, it is best not to lower yourself to that level.

Hot arguments and shouting matches should be avoided. If you stay cool, managers eventually realize that they cannot fluster you. They may even understand that you are trying to be professional and thorough.

The hope is that gradually management should respond to you in a similar professional manner. Just be patient. And remember, research proves that an angry human being cannot think clearly and swiftly. *Calmness helps you win cases.*

In short, acting calmly and professionally, more than anything else, should lead to a fair, frank and productive contractually based relationship. Remember, ***it's just business.***

Step 2 –

Procedures for moving the grievance to Step 2 and for the Step 2 discussion and making appealing therefrom are also contained in Article 15 of the National Agreement. Beginning at the end of the Step 1 provisions, we find:

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

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

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

Step 2:

(a) The standard grievance form appealing to Step 2 shall be filed with the installation head or designee. In any associate post office of twenty (20) or less employees, the Employer shall designate an official outside of the installation as the Step 2 official, and shall so notify the Union Step 1 representative.

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

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

grievance as a result of discussions or compromise in this Step. The installation head or designee in Step 2 also shall have authority to grant or settle the grievance in whole or in part.

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

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

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

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

(h) The Union may appeal an adverse Step 2 decision to Step 3. Any such appeal must be made within fifteen (15) days after receipt of the Employer's decision unless the parties' representatives agree to extend the time for appeal. However,

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. These grievances will be appealed to the appropriate Grievance/Arbitration Processing Center within thirty (30) days after the receipt of the Employer's Step 2 decision. Any appeal must include copies of (1) the standard grievance form, (2) the Employer's written Step 2 decision, and, if filed, (3) the Union corrections or additions to the Step 2 decision.

The responsibility for appeal from Step 1 to Step 2 is a matter of Local Union policy.

In many Locals someone other than the steward makes the appeal to Step 2. This method provides an objective review and also the opportunity to get additional facts and documents, if necessary.

The Step 2 Appeal is the first point at which the contract requires that the grievance become a written record of the dispute. And it is this written record – the Step 2 Appeal document and its attached, supporting material – that becomes critical to the eventual outcome of the grievance.

Step 2 offers the next opportunity for grievance resolution; it provides the parties with the opportunity to discuss the case in detail, and **requires full disclosure** of facts and documents by **both** parties.

The general theory of the Step 2 process is that this is the best opportunity for the parties at the local level to resolve the grievance – consistent with the contractual pledge that most grievances should be resolved at the lowest possible level.

How To Complete The Step 2 Grievance Form

The Step 2 Grievance Form *must* be filled out carefully and completely. Each line *must* be completed:

- Line 1.* Nature of discipline or contract issue; the date on which the appeal is made; union local grievance number.
- Line 2.* Name of USPS official to whom appeal is made; name of installation; telephone number.
- Line 3.* Name of Local Union with business address.
- Line 4.* Name of APWU Representative authorized to discuss Step 2; telephone numbers where that individual may be reached.
- Line 5.* Name of Local Union President; telephone numbers where that individual may be reached.
- Line 6.* Office or unit within the office where Step 1 was heard; date and time discussion took place; name of supervisor who discussed the grievance at Step 1; name of grievant and/or steward present at the discussion.
- Line 7.* Name of supervisor who made the Step 1 decision; date and time decision was given to the Union; initials of supervisor making the decision attesting to date and time of Step 1 decision.
- Line 8.* Grievant's name (Local Union name, if class action) with full address and telephone number.
- Line 9.* Social Security number of Grievant; seniority dates – service & craft; Grievant's classification, pay level and step, duty hours and off days. Blocks in this line may be marked as not applicable 'N/A' if grievance is class action.
- Line 10.* Location where incident occurred; city and zip code of office; whether or not employee was is entitled to lifetime security; and whether or not employee is classified as a *preference eligible* veteran.
- Line 11.* Contract articles and/or governing regulations violated.
- Line 12.* What happened and reasons for making the appeal.
- Line 13.* What the Union feels is required to correct or remedy the violation.

To Whom the Step 2 Grievance is Appealed

The standard Step 2 Appeal form, once completed and reviewed to insure accuracy, is appealed to the installation head or Step 2 designee. To safeguard time limits, it is wise to use certified mail, return receipt requested.



Step 2 Procedures

A standard Step 2 Appeal grievance form must be filed with the installation head or designee. In an associate office of 20 or less employees, the employer should have designated an official outside of the installation as Step 2 official, and so notified the Union. The Step 2 Appeal must be filed with the identified official.

The installation head or the Step 2 designee will meet with the steward or designated Union representative within 7 days following receipt of the appeal to Step 2. If Management does not schedule the meeting within 7 days, the case may be appealed to the next step – Step 3 or arbitration.

Both parties must disclose facts and contractual provisions relied on for their respective positions, and must cooperate to develop necessary facts, including exchange of relevant papers and documents. The parties may mutually agree to interview witnesses during a Step 2 meeting.

In discharge cases, either party is entitled to present no more than two witnesses, but may mutually agree to interview additional witnesses.

Settlements and withdrawals at Step 2 shall be in writing and are not precedent-setting unless the parties specifically so agree. Or the parties may develop an agreement to dispose of future, similar or related grievances in the same manner.

When agreement is not reached, the employer's decision must be furnished within 10 days after the Step 2 meeting unless the parties agree to extend the 10-day period. If Management fails to meet this time limit, the Union may appeal the grievance to the next step – Step 3 or arbitration.

The employer's Step 2 decision **must include** three essential elements:

It must be 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.

The Union representative may, at the Union's discretion, within 10 days of receipt of the Step 2 decision, submit a statement of corrections or additions to the Step 2 decision. This submission must become part of the grievance file as it is appealed to the next step.

Note that the preparation and submission of the corrections and additions as well as the appeal to the next step are all part of the Step 2 process.

Step 3 –

Appeals to Step 3 or to arbitration 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 if appropriate and obtainable.
- The decision to appeal should be made by the Local according to Local procedures. Some Locals employ a committee approach to these decisions – others designate one Local officer to review cases and make the appeals.



If the appeal to Step 3 or to arbitration is made, a copy of the **complete** case file must be sent to the appropriate National Business Agent.

The appeal of the grievance sent to the Postal Service **must include** copies of:

- the standard grievance form,
- the employer's written Step 2 decision, and, if filed,
- the Union corrections or additions to the Step 2 decision.



SETTLEMENTS –

A favorable resolve is always welcome. Ensure that the grievant and the steward and officers receive a copy when received. And ensure that the decision is implemented immediately and precisely according to its terms.

Sometimes favorable settlements are not implemented or are ignored by local management. The Local must be attentive to the need to assure compliance with grievance settlements – regardless at what level they have been achieved.

Your National Business Agent sends a copy of the Step 3 decision – settlement, remand agreement, denial, etc – to the Local, with a statement of the status of the grievance. Often the NBA also provides commentary on the grievance. The decision letter must be circulated to those involved. The commentary should be considered as exclusively internal communication for Union officials.

- Keep in mind that the effect of a remand of a grievance from Step 3 generally is to restart the Step 2 process. A new Step 2 discussion should be held, its terms consistent with the instructions of the remand agreement. And the grievance may, subsequently, require a re-appeal to Step 3. All of these procedures must follow the same Article 15 requirements.

If it is necessary that the Local take measures to enforce settlement of a grievance – that is, if the Postal Service demonstrates a negligence or obstinance to implement settlements – the Local may find it desirable to routinely make written notice to the installation head of grievance settlements. The sample form letter below is one way of alerting management that a favorable decision has been received and that compliance is expected.

Human relations skills go a long way when presenting a grievance.

- Determine the way you will present the case before you meet with the supervisor. If you take the grievant with you, do not voice disagreement with the grievant in front of the supervisor. If you hit a snag, ask to adjourn. You have the right to do this, in order to straighten out the matter, and resume the discussion later.
- Approach the supervisor as a human being. If you antagonize him or her you cannot expect cooperation.
- Do not allow a grievance to become a personality conflict. Stay away from name calling. It is not who is right, rather it is what is right that counts.
- Do not get sidetracked in your discussions. Stick to the point. Let the supervisor talk, but stick to your case and bring the discussion back to the issue at hand in a tactful, but firm manner.
- Do not be put on the defensive. If the supervisor tries to dominate the discussion or intimidate you, come back with the facts. A timid or defensive attitude is a confession of weakness.
- Bluffing does not win grievances. It will pay off more in the long run to be honest and truthful. With integrity comes respect.
- Be a good listener. Listen with patient interest even when you think the other person is wrong. Do not reject anyone's statement until it has been examined.
- Be calm! Keep cool! Few people can think straight when angry, and this is a victory for the supervisor if he or she can make you lose your temper.
- If you disagree with the supervisor, do so with dignity and respect. Remember that you and the supervisor have to work together and settle other issues in the future. You seek agreement - not conquest. If the supervisor backs

himself into a corner, give him a way out. You might need similar consideration on another occasion.

- If the supervisor stalls, push for an answer. If you cannot get a decision, remind the supervisor of the contractual time limit.
- Be objective. Keep an open mind. A prejudiced view can distort the truth and lose the case for you.
- If you have won your case, stop talking. Do not rub it in to management. However, keep the grievant informed.
- Do not horse trade grievances. That is, do not give up one grievance in order to get a favorable decision on another. Insist on settling each grievance on its own merits.
- Appeal to management's self-interest. Remember you are looking for justice not favors.
- Do not take up grievances that do not exist and do not be afraid to tell the member. Your integrity and the respect it earns depends on being honest with management, the members and yourself.
- Remember that management has rights too. A contractual relationship demands mutual respect for rights guaranteed by the contract.
- Keep an accurate, up-to-date grievance log.
- Do not be afraid to admit when you are wrong. Humility is not the sign of a weak man; rather, it is the sign of a good leader.
- If you cannot settle the grievance, appeal to the next step in the grievance procedure. And let the supervisor and the grievant know that you are appealing the case.

- Sometimes the supervisor with whom you are discussing the grievance is not personally responsible for the contract violation. Therefore, you may get less cooperation from him if you try to place the blame on his shoulders.
- Stick to the grievance machinery. It is part of your contract. Do not go outside of the established procedure to settle grievances. This weakens both the contract and the Union; and jeopardizes your position with management and with Union members.

Your relationship with management, as a steward of the contract, is a business relationship that should be conducted in a civil manner, without animosity or personal recriminations. Postal Service supervisors are notorious for needlessly making issues personal rather than simple business. Do not allow yourself to be drawn into that approach to the relationship.

APPENDIX
FORMS

DISCIPLINARY ACTION REVIEW

Grievant: _____ Grievance: _____

Nature of Discipline: _____ Date Rec'd: _____

Issuing Supervisor: _____

Concurring Ofcl (if any): _____ Date: _____

JUST CAUSE ELEMENTS –

Each discipline grievance is written against the backdrop of the Tests of Just Cause
These tests have now been memorialized by the parties in the JCIM with the remark,

- **These criteria are the basic considerations that the supervisor must use before initiating disciplinary action.**

Is there a Rule?

- What is the rule?
- Was the rule well known;
- Communicated directly to the Grievant; and did it
- Include warning of consequences for violation?

Is the Rule a Reasonable Rule?

- Was the rule actually a managerial order?
- Was it clearly a business instruction that a supervisor could reasonably expect to have obeyed?
- Would there have been a significant danger posed in following the order?

Is the Rule Consistently and Equitably Enforced?

- Are all employees held to the same standard?
- Have other infractions resulted in discipline; or
- Do supervisors routinely ignore violations?

Was a Thorough Investigation Completed?

- Did the supervisor actually ascertain the Grievant disobeyed a rule or order?
 - Did the supervisor's investigation establish clear and convincing evidence the Grievant was guilty?
 - Was the Grievant guilty of an infraction or did he simply make a mistake?
 - What constitutes the supervisor's proof of guilt?
 - Was the Grievant confronted for his side of the story prior to the decision to issue discipline?
-
-
-
-

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 progressive discipline called for; or
 - Was the level of infraction such as to warrant departure from progressive discipline?
 - Were there other measures available that would have been more truly corrective?
 - Was the Grievant's history given credit to mitigate the penalty?
-
-
-
-

Was the Disciplinary Action Taken in a Timely Manner?

- Did the supervisor act promptly upon knowing of the possible infraction?
 - Did delays in administering discipline destroy any corrective effect?
 - Have delays caused the record to become stale?
-
-
-
-

OTHER ELEMENTS –

Disciplinary Action Proposal –

- Did the supervisor complete a worksheet for this discipline? When?
- Was a copy of this worksheet provided upon request?

Reviewing/Concurring Authority –

- Was there proper delegation of this authority?
- What material did the concurring official review?
- What mitigating factors were considered?

Disciplinary Elements of Record –

- Were any state disciplinary actions cited?
- What earlier actions were cited?
- Were copies provided upon request?

Notice Period –

- Did the Grievant receive appropriate time-on-the-clock notice?

Preference Eligible Veterans –

- Is the Grievant entitled to Merit Systems Protection Board rights?
- Was proper notice given Grievant?
- Does Grievant intend to pursue MSPB appeal of this action?

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:

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

REQUEST APPROVED

REQUEST DENIED

(date)

(signed)

AMERICAN POSTAL WORKERS UNION, AFL-CIO

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 <input type="checkbox"/> Yes <input type="checkbox"/> No	VETERAN <input type="checkbox"/> Yes <input type="checkbox"/> No

Notes:

(a) Problem:

(b) Background:

(c) Documents:

(d) Corrective Action:

(e) Management's Response:



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,

[] _____
[] _____

Authorized Union Rep.

Click on Arrow to Select Coordinator >>>>
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
- LMOU 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

