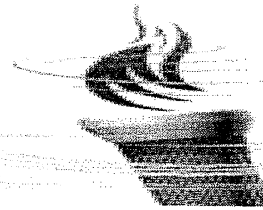


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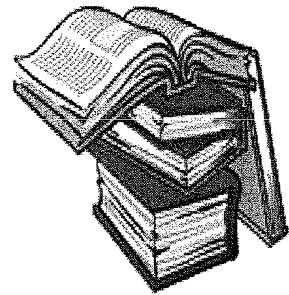
SHOP STEWARD TRAINING and RESOURCE MANUAL

**FOURTH EDITION
REVISED APRIL 7, 2014**

THE PENNSYLVANIA POSTAL WORKERS UNION:

A LEGACY IN LABOR EDUCATION

Since the late 1970s, the Pennsylvania Postal Workers Union has been a leader in education of Shop Stewards, Officers and Members of the American Postal Workers Union. That legacy is most exemplified by the Pennsylvania Postal Workers Union Shop Steward Training Manual – a Labor Union resource which has been used throughout the United States to start thousands of Stewards and Officers on their representative roads.



The Shop Steward Training Guide is Born

The Pennsylvania Postal Workers Union Shop Steward Training Guide was the vision of then Pennsylvania Postal Workers Union Vice President (and later President) **John Quinn** who co-authored the Guide with West Virginia Postal Workers Union Research and Education Director (and later Maintenance Craft NBA) **Tim Romine**. This resulted in production of the original Guide in 1980.

The Pennsylvania Postal Workers Union Shop Steward Training Guide became the educational staple of the West Virginia Summer School at West Virginia University's Institute For Labor Studies And Research in those early years (the Summer School began in 1979) and in seminars conducted by the PPWU throughout Pennsylvania, New Jersey, Delaware and West Virginia. It was used in its original form until 1994.

A New Vision – The 1994 Version

In 1994, Pennsylvania Postal Workers Union President, **Leroy Moyer**, envisioned a more comprehensive and detailed, inclusive Shop Steward Training Manual. **Leroy** convened a Committee to review and revise the Guide. That Committee consisted of: **Paul Cirino**, Lancaster Area Local; **LuAnn Glaser**, Keystone Area Local; **John L. Jackson, Jr.**, Philadelphia BMC Local; **Bob Pitchalonis**, Philadelphia BMC Local and **Jeff Kehlert**, National Business Agent. In addition to the work of the Committee, National Business Agent, **Mike Gallagher**, contributed his, “Issues Most Prevalently Grieved” to the Manual.

That revised Manual continued to be the foundation of training at the Postal Labor Unions Summer School (formerly the West Virginia Summer School) and saw its utilization expanded to many other training programs not only in Pennsylvania, New Jersey, Delaware and West Virginia but throughout the APWU.

The 2003 Third Version

In 2003, Pennsylvania Postal Workers Union President, **Leroy Moyer** - continuing his unwavering commitment to Labor Education - again tasked a Committee to review and update the Pennsylvania Postal Workers Union Shop Steward Training Manual. That Committee of **Paul Cirino**, **LuAnn Glaser** and **John Jackson** produced the third revised version which revived and expanded upon the original Guide’s critically important survival section on dealing with the Postal Inspection Service. It also updated the Manual and brought it current with the many CBA contractual language changes up to that time.

The 2014 Shop Steward Training Manual

In 2013, Pennsylvania Postal Workers Union President, **Fran Friel**, initiated the present, fourth edition. Fran asked National Business

Agents **John L. Jackson, Jr.** (a former Pennsylvania Postal Workers Union President), **Bob Romanowski** and **Jeff Kehlert** to overhaul and update the Guide.

A grateful APWU Membership has been well-served over the past 34 years by the PPWU Shop Steward Training Manual and its educational contribution of value. In particular, Pennsylvania Postal Workers Union Presidents **Leroy Moyer, Fran Friel and John Quinn** are to be forever commended for their extraordinary commitment to education within the American Labor Movement.

The PPWU Shop Steward Training Manual continues to be the keystone training foundation of the educational curriculum at the Postal Labor Unions' Summer School, now in its 36th year - and - since its inception in 2008 - at the Washington State Postal Workers Union Labor College.

Many believe it has been – and continues to be – the single finest educational resource ever produced by any Labor Union – at any level.

We express our deep appreciation to **Fran Friel and the Pennsylvania Postal Workers Union** for affording us the privilege and honor of participating in this project.

Yours for Continuing Education in Our Union:

John L. Jackson, Jr.
National Business Agent
Clerk Division

Robert Romanowski
National Business Agent
Clerk Division

Jeff Kehlert
National Business Agent
Clerk Division

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THE ESSENTIAL TOOLS TO THIS HANDBOOK

The CBA, Step 4s & The JCIM

The Collective Bargaining Agreement (CBA)

Beginning with the Postal Reorganization Act in 1971, The U.S. Postal Service began negotiations with its employee Unions, among them, the American Postal Workers Union. Those negotiations, conducted in Washington DC, resulted in the first Collective Bargaining Agreement (CBA). For the APWU, that CBA encompassed negotiated rules and provisions for the crafts represented. Since that time, thousands of CBA provisions have been negotiated between the USPS and APWU. The master CBA is the principle contractual compilation upon which the APWU relies for rights of employees and workroom floor protections. For the purpose of the Pennsylvania Postal Workers Union Shop Steward Training Guide, the CBA is where we begin to examine the rights of Stewards and regulations for grievance investigation and processing.

Step 4 Explanation - The Step 4 Process (Step 4s and The JCIM)

Throughout the history of the USPS and APWU, the Parties have faced many issues on which disagreements arose regarding interpretations – the meaning – of CBA language. At the Headquarters level, the USPS and APWU have generated literally hundreds of interpretations of CBA provisions in dispute. Many of these “Step 4 interpretive decisions” have shaped the Parties recognized agreement of what rights the CBA includes for Shop Stewards and grievance processing. In later years – beginning in 2004 – the Joint Contract Interpretation Manual (JCIM) has included many of these interpretive agreements. The JCIM, when developed, became the evolution of the Step 4 process. It now represents the USPS/APWU’s most recent agreed upon meaning and joint interpretations of the Collective Bargaining Agreement.

Within the body of this Training Guide, you will find reference to many of these Step 4 Interpretive decisions/agreements and JCIM provisions. They provide not only the historical basis for important Stewards' and grievance processing rights but also represent the Parties' present areas of mutual agreement on CBA meaning.

INTRODUCTION

Article 15, Section 4 of our Collective Bargaining Agreement states:

"The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in settlement or withdrawal of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end."

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

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

Stewards usually get involved because they care about people, are concerned with injustice and, more importantly, strive to protect the hard-won rights contained in our Collective Bargaining Agreement. They also care how others perceive them as an employee or co-worker. A Steward must still perform his or her duties, even if there is a conflict with personal ethics or values. Stewards are the front-line defense of the Union. They must be all things to all people. The Union is judged as a whole by how the Steward is perceived by his or her constituents.

You are to be commended for accepting the important role of

~ Shop Steward ~

A GRIEVANCE DEFINED

Article 15, Section 1 Definition:

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

This broad definition of a grievance allows any subject into the grievance arbitration procedure. Management cannot bar certain subjects from the process. However, the fact that a dispute or disagreement between the parties may result in a grievance does not mean such a dispute is a violation of the Collective Bargaining Agreement. If a dispute does not violate specific contractual language, it is not a bona fide grievance.

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

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

If it does not, it is not a violation of the Collective Bargaining Agreement (CBA). In such cases, we cannot prevail even if it is a "dispute, difference, disagreement, complaint...related to wages, hours and conditions of employment."

A Steward, to be successful, must understand that management has the right to do as they please in their establishment, except where modified by laws and negotiated rights of the Union. Additionally, management is bound by their Handbooks and Manuals - as well as established and legitimate past practices. If the Union alleges a violation of the CBA, we carry the burden of proof to prove such a violation. We must prove – through presentation of evidence - that such a violation of contract language occurred.

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

THE SHOP STEWARD'S ROLE

The Shop Steward is the Union's and the employees' advocate. The Steward represents an employee when it is believed that rights have been violated under the Collective Bargaining Agreement. The Steward becomes the voice of the worker – the worker's advocate.

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

Diligence and Fairness

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

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

Keeping the Membership Informed

The importance of good communications as a Steward/union representative cannot be understated. Informing the Members includes updating the Members of the status and progress of their grievances. This involves notifying the Members of the outcome of grievances whether the outcome is positive or negative.

Steward communications should not be limited to issues relegated to the grievance procedure. Union representatives must be proactive utilizing contractually provided bulletin boards, union established

newsletters, word of mouth, modern social media, etc. to keep the membership updated and aware of political activity, community events and work activities important to the functioning and success of the Union.

Last, but not least, the Union Meeting is the primary tool in our belt - most readily available - to gather and disseminate information. This exchange is invaluable to the success of our Union's mission to educate, inform and represent our Members.

The Duty to Bargain in Good Faith

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

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

DO:

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

DO NOT

- ✓ Renege on oral or written agreements
- ✓ Withhold information or willfully impede the grievance procedure
- ✓ Be unreasonable in your demands or be inflexible in considering management's proposal or position on an issue

Consideration of Proposals

The decision as to whether to accept or reject a proposed resolution from management should be based on the fact circumstances of each case. A Steward is under no obligation to accept a resolution from management that he or she



feels is unreasonable or unacceptable. Use your judgment - but do not hesitate to consult with more experienced Union Representatives when you are in doubt.

Often times, especially inexperienced Stewards, will be accused by management of acting in bad faith should they wish to consult regarding a particular grievance's resolution proposal. Inexperienced Stewards are urged to consult with more experienced representatives – and this is never an indication of bad faith bargaining. Utilization of the valuable resource of more experienced Union representatives can only improve the possibility of achieving favorable grievance resolutions.

While the parties must supply arguments and evidence supporting their positions, neither party is compelled to agree. Refusal to agree to a proposal is never enough to show a party is bargaining in bad faith. Neither party may set conditions on its duty to bargain. For example, an employer cannot refuse to negotiate with the Union because it does not like the specific Union Representative and wants to deal with a different Representative. Neither party can require agreement to a proposal as a condition of sitting down to bargain.

Individual Employee Rights vs. Group Interests

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

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

Even though a complaint filed at Step 1 is *defined* as a grievance, it might not be a "bona fide and grievable" issue because it does not violate a CBA negotiated right. A Steward must approach a possible grievance using an analytical process and accumulate all information as if the case was being presented in Arbitration – the final step in the grievance procedure – and not at Step 1, the first stop on the road to Arbitration.

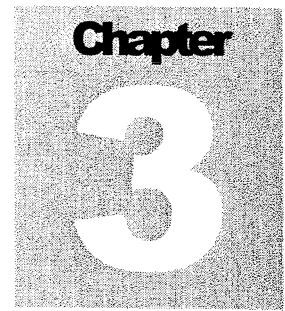
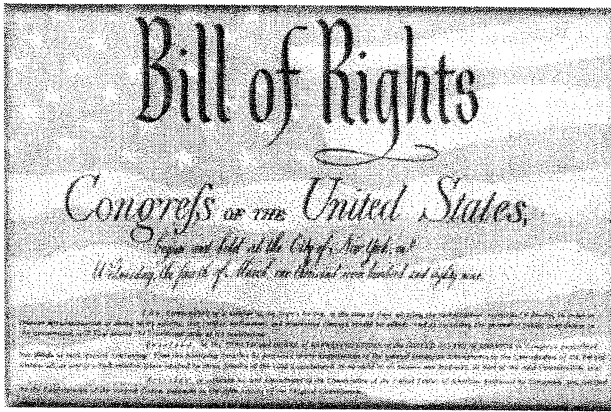
Knowledge and Experience

Frequently, a new Steward is intimidated by the enormous bulk of CBA language, Handbooks and Manuals, JCIM provisions and National Level Step 4's and Arbitrations. Many believe that one must know all of this material to be a Steward. This is untrue. A Steward does not need to know everything, but has to be knowledgeable about where to look for information. Experience will teach a Steward which information is necessary for day-to-day enforcement of the contract.

To be a good Steward, one needs to be thorough and willing to learn to search for information. The beginning Steward should have general knowledge of his or her section, membership and craft. It is critical that Stewards participate in grievance training prior to Stewardship.

When in doubt, a Steward should never hesitate to seek out more experienced Stewards and officers for input and guidance.

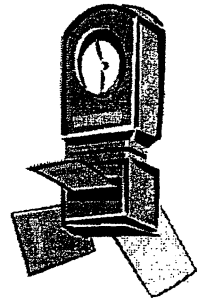
Remember...There is not one officer in the entire union who possesses all knowledge. Each filed grievance will be a learning experience in some way. Gathering this knowledge is a process which will benefit the Union as a whole.



THE SHOP STEWARD'S RIGHTS

The Shop Steward is entitled to specific rights in pursuit of contractual enforcement in the grievance procedure. These rights are stated in the Collective Bargaining Agreement and in the JCIM. The following is a list of those rights:

(1) The Right to Investigate and Process Grievances on the Clock



The Union has negotiated payment to Stewards for grievance handling at the local level. This includes:

- Investigation
- Investigatory Interviews
- Preparation/Completion of the Step 1 Worksheet (if utilized)
- All Meetings with the employer (Step 1, Step 2, etc.)
- Preparation/Completion of the Step 2
- Preparation/Completion of Corrections and/or Additions
- Preparation/Completion of the Appeal to Step 3 or Appeal to Arbitration

The Collective Bargaining Agreement

Article 17, Section 4 states:

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

Grievances: Steps 1 & 2-

The aggrieved and one Union Steward - (only as permitted under the formula in Section 2.A) for time actually spent in grievance handling, including investigation and meetings with the Employer. The Employer will also compensate a Steward for the time reasonably necessary to write a grievance. In addition, the Employer will compensate any witnesses for the time required to attend a Step 2 meeting.

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

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

Article 17 Section 3 - in part - states:

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

This language requires management to afford the Shop Steward a reasonable amount of time to process and investigate grievances - while on the clock.

The JCIM

Article 17 Steward Rights

The following outlines basic Steward rights:

- The right to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance.
- The right to review documents, file and other records which are necessary for processing the grievance or determining if a grievance exists.
- The right to interview the aggrieved employee, supervisors and witnesses.
- The right to reasonable time on the clock to complete grievance forms and write appeals, including Step 3 appeals and the Union's additions and corrections to management's Step 2 decision.
- The right to process post-removal grievances provided the grievance is non-disciplinary, not related to the removal action and initiated prior to the date of separation from the Postal Service's rolls.

All of the above activities are compensable pursuant to Article 17.4.

Article 17 Steward Time

Article 17.3 also establishes the following rules:

- The Postal Service may not predetermine the amount of time which a Steward reasonably needs to investigate a grievance.
- Likewise, once time is granted, 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 may not be unreasonably denied.
- Management may ask a Steward who is seeking permission to investigate, adjust or write a grievance to estimate the length of time that Steward anticipates he/she will be away from the work area.

- While the Steward normally determines how much time the grievant needs to be present during the processing of a grievance, the immediate supervisor may set a specified time to begin and end a period of grievance handling activity due to service needs. If additional time is necessary, the Steward should discuss the need with the supervisor. Additionally, time may be granted in conjunction with the previously specified time or at a later time or date.
- The appropriate remedy in a case where management has unreasonably denied a Steward time on the clock is an order or agreement to cease and desist, plus, where the Steward was required to process the grievance(s) off the clock, payment to the Steward for the time which should have been allowed spent processing the grievance off the clock.

JCIM Article 17 Questions & Answers - Representation

3. What should occur when a Steward requests time to process a grievance or needs additional processing time and the Steward is needed on his/her work assignment?

RESPONSE: The following applies when time for the immediate or continued release of the Steward is not possible:

- The supervisor must inform the Steward of the reasons for the delay and when time will be available.
- The Steward must request the time or additional time needed and provide reasons for that request. All such instances must be dealt with on an individual basis. Such requests cannot be unreasonably denied.
- When a request by an employee for a Steward must be delayed, the supervisor should inform the employee of the reasons for the delay and the time when the Steward should be available.

- A Steward will not be unreasonably required to return to his/her assignment once released to perform union duties.

THE Step 4's

Under the issue of what is considered a reasonable amount of time, **Step 4 interpretive decision AC-N-11222, (Exhibit 3.1, Chapter 3)** gives a clear understanding of your rights to such time:

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

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

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

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

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

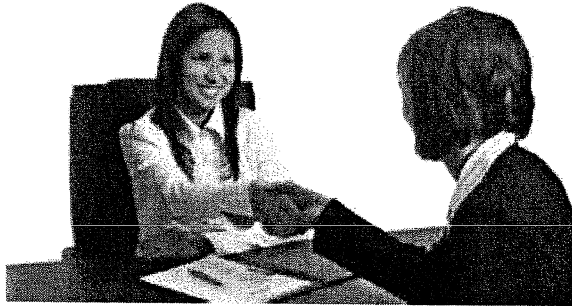
The Steward must document the grievance work performed – in detail – to obtain the best possible chance of achieving a remedy for off-the-clock grievance processing.



(2) The Right to Interview Witnesses on the Clock, Both On and Off Postal Premises

The Steward has the right to interview:

- Employees (all crafts)
- Supervisors
- Managers
- Postmasters
- Postal Inspectors
- OIG Agents
- Non-Postal Witnesses



The Collective Bargaining Agreement

Article 17, Section 3 of the Collective Bargaining Agreement states in part:

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

The JCIM

Article 17 Steward Rights

The following outlines basic Steward rights:

- The right to interview the aggrieved employee, supervisors and witnesses.

JCIM – Article 17 Questions and Answers Representation

#6. Do Stewards have the right to interview non-postal witnesses during their investigation of a possible grievance?

Response: Once it has been determined that a non-postal witness has "relevant information and/or knowledge directly related to the instant dispute under investigation," the Steward should be permitted reasonable time on-the-clock to interview that witness.

Requests for interviews off postal premises must be reasonable and determinations regarding those requests must be made on a case-by-case basis. It is permissible for the supervisor and/or the Steward to call the potential witness in advance to assure that the witness is both willing and available to be interviewed and to make arrangements for the interview.

#7. Can Stewards interview employees of other crafts in the course of a grievance investigation?

Response: If the grievance being investigated is relevant to the Steward's craft, and the conditions of Article 17.3 are met, the Steward has the right to interview other craft employees. If the grievance is not relevant to the Steward's craft, however, the provisions of Article 17.2.B and 17.2.E must be applied.

#19. Can Stewards interview postal inspectors in the course of the union's investigation?

Response: Stewards can interview postal inspectors or OIG officers with regard to events upon which a disciplinary action was based when the postal inspectors or OIG officers actually observed those events.

The Step 4's

In **Step 4 interpretive decision H1N-5K-C 3355 (Exhibit 3.4, Chapter 3)** the parties agreed that:

"Subsequent to determining that a non-postal witness possesses relevant information and/or knowledge directly related to the instant dispute under investigation, a Steward may be

allowed a reasonable amount of time on-the-clock, to interview such witness, even if the interview is conducted away from the postal facility." (Underscoring added)

Step 4 interpretive decision H4C-3W-C 51710 (Exhibit 3.5, Chapter 3) discusses the right to interview Postal Inspectors.
(Includes OIG Agents)

Step 4 interpretive decision NC-W-9980 (Exhibit 3.6, Chapter 3) states the right to interview a customer when a customer's complaint is involved.

Step 4 interpretive decision NC-W-12728 (Exhibit 3.7, Chapter 3) includes the obligation on management's part to "make every reasonable effort" to make such individuals available for the Union to interview.

The critical importance of utilizing interviews as valuable elements of evidence is discussed in detail in Chapter 4

(3) The Right to Discuss Grievances and Other Related Business as an Equal



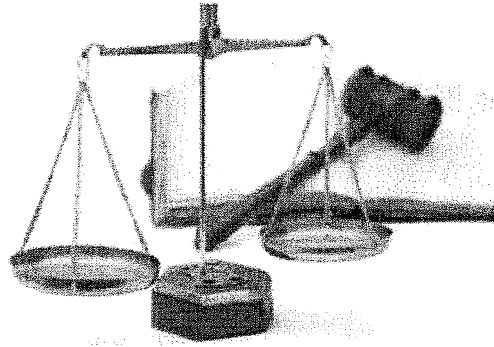
The right to *"...engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection"* ... has been addressed in several **National Labor Relations Board** decisions which have interpreted this language to include and provide for what has been termed as a Stewards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

This special immunity has also been the subject of several arbitration decisions. This special immunity, although allowing the Shop Steward the right to engage in heated discussions with management while on union business and in pursuit of collective bargaining enforcement, **does not** give the Steward the right to:

- **Conduct a verbal assault upon a manager on the workroom floor for the purposes of undermining the authority of the manager;**
- **Disobey a direct order; or**
- **Instruct employees to violate Postal rules or regulations.**

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

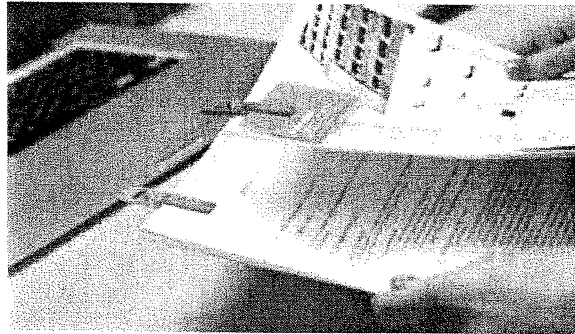
The Law



Section 7 (157) of the **National Labor Relations Act** states in part:

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

(4) The Right to Request and Expect to Receive Information Relevant and Necessary to the Processing of a Grievance



The Steward has the right to access virtually any and all information – through documents or witnesses – necessary for grievance investigation, enforcement of the CBA, and grievance processing.

The Collective Bargaining Agreement

Article 17 Section 3 (paragraph 3) states in part:

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

Article 31, section 3 states:

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

When reviewing and comparing these two Articles, you can see that the Union Steward has both the right to review originals of the information and to obtain copies of the documents - if needed - for grievance

investigation and processing. Both the JCIM and Step 4 history strengthen a Steward's rights to information:

The JCIM

Article 15 Grievance-Arbitration Procedure

All relevant information necessary to file or continue the processing of the grievance will be provided.

Article 17 Steward Rights

The following outlines basic Steward rights:

- The right to review documents, files, and other records which are necessary for processing the grievance or determining if a grievance exists.

Article 17 Right to Information

RIGHT TO INFORMATION

The union's entitlement to information relevant to collective bargaining and contract administration is set forth in Article 31.3. Article 17.3 states specific rights to review documents, files and other records, in addition to the right to interview a grievant, supervisors and witnesses. A request for information should state how the request is relevant to the handling of a grievance or potential grievance.

Upon request of the union, reports previously provided in hard copy will be provided electronically when it is possible to do so.

Management should respond to information requests in a cooperative and timely manner. When a relevant request is made for documentation, management should provide for the review of the requested documentation as soon as is reasonably possible.

Judicious use of a camera to establish or refute a grievance may facilitate resolution of some problems. If the union desires to take photographs on

the work room floor, permission must first be obtained from local management, and a supervisor must be present. If management deems it necessary to take evidential photographs related to a possible grievance, it would also be prudent to have a Steward or union official present. The use of camera equipment by union Stewards to photograph mail processing operations on postal premises is not within the purview of Article 17.

Information relied on by the parties to support their positions in a grievance should be exchanged between the parties' representatives at the lowest possible level. If the union requests a copy of PS Form 2608 at Step 2 or any subsequent step in the grievance procedure, it will be made available. Likewise, PS Form 2609 will be made available, upon request, at Step 3 or any time thereafter.

If any part of a video tape has been or is intended to be used as a basis for disciplinary action, those portions will be reproduced and afforded to the union, upon request. The union is responsible for the costs associated with reproduction.

Article 17 Questions & Answers Representation

#4. Must an employee's medical records be released to the union in the course of its investigation of a grievance?

Response: Medical records (under the authority and control of the Postal Service) that are requested in the course of the investigation of a grievance will be released if it meets the criteria outlined in Handbook AS-353 Appendix (USPS 120.090).

#18. What information may a Steward obtain regarding an official discussion that relates to subsequent disciplinary action issued to the employee?

Response: If a discussion was relied upon in the issuance of discipline to an employee, to establish that the employee had been advised of his/her responsibilities, the Steward may orally obtain the date and subject of that discussion from the supervisor.

#21. What information is the union entitled to when investigating a grievance or a possible grievance?

Response: Articles 15, 17, and 31 intend that any and all information which the parties rely on to support their positions in a grievance is to be furnished and exchanged (with the exception of certain medical records). This will foster maximum resolution at the lowest level. Information requests for timekeeping records, leave records, prior discipline records, staffing records, and work schedule records are normally regarded as relevant with respect to the union's determination whether or not to file a grievance concerning those matters. For such routine requests, no specific explanation of relevancy is required on the union's request form. Requests for other types of information require the union to show the basis of the information's relevancy.

The law has developed special rules for union requests for information relating to non-bargaining unit members and employee medical information. Information regarding non-bargaining unit members should be provided if it is reasonably probable that the information is relevant to an issue between the parties and would be of use to the union in carrying out its statutory duties and responsibilities.

Article 31 Union-Management Cooperation

INFORMATION

Article 31.3 provides that the Postal Service will make available to the union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of the agreement, including information necessary to determine whether to file or to continue the processing of a grievance. It also recognizes the union's legal right to employer information under the National Labor Relations Act.

To obtain employer information the union need only give a reasonable description of what it needs and make a reasonable claim that the information is needed to enforce or administer the contract.

The union has a right to any and all information which the employer has relied upon to support its position in a grievance. The union also has an obligation to provide the Postal Service with information it relies upon in a grievance (Article 15).

The union is entitled to medical records (under the authority and control of the Postal Service) which are necessary to investigate or process a grievance, even without an employee's authorization, as provided for in

Handbook AS 353, Appendix (USPS 120.090), the Health and Medical Services Handbook, (EL-806).

When the union is provided with information, for example medical records, it is subject to the same rules of confidentiality as the Postal Service.

If a request for copies is part of the information request, then the Postal Service must provide the copies.

Upon request of the union, reports previously provided in hard copy will be provided electronically when it is possible to do so.

If the union provides a list of officers and Stewards, the Postal Service must indicate which (if any) applied for a supervisory position within the previous two years.

COST

Handbook AS-353 governs the costs which management may charge the APWU for providing information. The union may obtain estimates of the cost of providing the information in advance. The first two hours of research time and the first 100 individual copies are furnished to the union at no charge for each request.

The charges required for information furnished pursuant to Article 31 will not be greater than charges imposed by the Postal Service for release of information under the Freedom of Information Act.

If any part of a video tape has been or is intended to be used as a basis for disciplinary action, those portions will be reproduced and provided to the union, upon request.

It is imperative that each request for information submitted by the Steward:

- **Be in writing;**
- **Include the specific relevance** of the information to the investigation/grieved issue or the nature of the allegation as it relates to the information being requested.

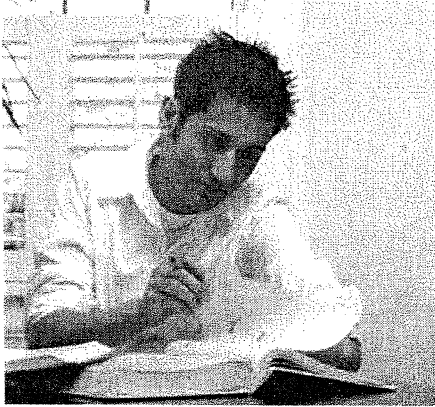
The Step 4s

N8-N-0027/N8N-13-C 3811 (Exhibit 3.8, Chapter 3) discusses the obligation of the parties to exchange "...any and all information which the parties rely on to support their positions..."

H7N-1P-C 2187 (Exhibit 3.9, Chapter 3) speaks of our right to be provided with medical reports if they are relevant and necessary for processing a grievance or determining if a grievance exists.

NC-E-2263 (Exhibit 3.10, Chapter 3) upholds our right to be provided with the opportunity to review an employee's OPF if it is relevant and necessary.

(5) The Right to Steward Duty Time



Stewards have the right – and the obligation – to request necessary Steward Duty Time to investigate and process grievances. A Steward has an ethical obligation to his grievant, the members and his Union to request adequate Steward Duty Time and secure the necessary resources to comply with this most serious responsibility. This right cannot be

unreasonably denied. Nor does Management have the right to unreasonably delay release for Steward Duty Time.

The Collective Bargaining Agreement

Article 17, Section 3 states:

"When it is necessary for a Steward to leave his/her work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, the Steward shall request permission from the immediate supervisor and such request shall not be unreasonably denied."

The JCIM

Article 17 Steward Time

Article 17.3 establishes the following rules:

- The Postal Service may not predetermine the amount of time which a Steward reasonably needs to investigate a grievance.

- Likewise, once time is granted, 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 may not be unreasonably denied.
- Management may ask a Steward who is seeking permission to investigate, adjust, or write a grievance to estimate the length of time that Steward anticipates he/she will be away from the work area.
- While the Steward normally determines how much time the grievant needs to be present during the processing of a grievance, the immediate supervisor may set a specified time to begin and end a period of grievance handling activity due to service needs. If additional time is necessary, the Steward should discuss the need with the supervisor. Additional time may be granted in conjunction with the previously specified time or at a later time or date.
- The appropriate remedy in a case where management has unreasonably denied a Steward time on the clock is an order or agreement to cease and desist, plus, where the Steward was required to process the grievance(s) off the clock, payment to the Steward for the time which should have been allowed spent processing the grievance off-the-clock.

JCIM Article 17 Questions & Answers Representation

3. What should occur when a Steward requests time to process a grievance or needs additional processing time and the Steward is needed on his/her work assignment?

Response: The following applies when time for the immediate or continued release of the Steward is not possible:

- The supervisor must inform the Steward of the reasons for the delay and when time will be available.

- The Steward must request the time or additional time needed and provide reasons for that request. All such instances must be dealt with on an individual basis. Such requests cannot be unreasonably denied.
- When a request by an employee for a Steward must be delayed, the supervisor should inform the employee of the reasons for the delay and the time when the Steward should be available.
- A Steward will not be unreasonably required to return to his/her assignment once released to perform union duties.

The Step 4s

In cases in which a valid operational reason may prohibit immediate release, **Step 4 interpretive decision AC-W-26505 (Exhibit 3.11, Chapter 3)** controls:

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

If you are questioned as to the reason for your request for Shop Steward's time, you are only required to divulge the "general nature" of the grievance issue. Also, you and/or the grievant are not required to give detailed information about the grievance issue prior to discussion with the grievant. **Step 4 interpretive decision H1C-3W-C31937 (Exhibit 3.12, Chapter 3)** supports this position:

"There is nothing improper about the supervisor requiring an employee to relate the general nature of the problem or grievance before the employee sees a Steward. However, the employee should not be arbitrarily required to divulge detailed information if he/she insists on seeing a Steward first."

The parties also agreed – in 1979 – that time for grievance investigation cannot be denied solely due to such time occurring during overtime. **Step 4 interpretative decision A8-W-0280/W8C-5B-C3600 (Exhibit 3.13, Chapter 3)** states:

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

Union Time vs. Your Own Time: Exercising Your Rights to Provide Effective Representation

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

Many Stewards make the mistake of trying to conduct union business on their own time or of discussing grievances while they work side by side on the workroom floor and/or during lunches and breaks. All of these instances do a disservice to the grievant(s), the Shop Steward and to the Union. Listening to an employee's concerns while working at the window, while casing mail or during any other postal duty lessens your ability to retain the information and determine the facts. It is imperative that you utilize time on the clock in an area where you can avoid distractions to interview, investigate and process effective grievances.

Moreover, the USPS is required to pay both the Steward – and grievant – for grievance issue consultations, meetings and investigations on the employer’s clock. When we perform/conduct the described business of CBA enforcement/member protection without release from the workroom floor, we save the USPS the money they are required to spend because of their CBA violations. If Stewards conduct grievance work – not on management’s work clock – they are rewarding management for CBA violations.

Don’t let them out of their CBA based financial obligations!

Don’t let them off the hook!

IMPORTANT: When grieving denial of Steward time, inclusion of this evidence is required:

1. All written requests for Steward time/release
2. Signed and dated statement(s) of the Steward - corresponding to request(s) made (#1 above) were submitted;
3. Signed and dated Steward's log/list of grievance investigatory work performed off the clock including particular, specific task details

Without this listed evidence any remedies will be difficult to achieve when management violates the CBA through denial of Steward time.

OF EXTREME IMPORTANCE:

The Union must always adhere to the time limits at each step of the grievance process. If management is untimely at any stage of the grievance process, the Union must appeal the grievance to the next step within the prescribed time limits. Proof of a timely appeal is crucial to the success of your grievance. (Use certified mail, written extensions, faxes, etc.).

The United States Postal Service's denials/delays in providing Shop Steward release – as Union defenses for untimely grievance appeal/movement – are flawed and not supported by any CBA/Step 4/JCIM language or history.

If the Union fails to meet any of the required time limits, and management properly argues and documents that the time limits were not met during the grievance process, the Union is in grave jeopardy of losing the grievance.

CHAPTER

3

EXHIBITS



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

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

Re: Cannon, et al
AMP/JFK, NY
AC-M-11222/V76-6905
APWU - 11222

Dear Mr. Romine:

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

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

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

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

Sincerely,

Daniel A. Kahn

Daniel A. Kahn
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington DC 20760

November 3, 1975

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

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

Dear Mr. Newman:

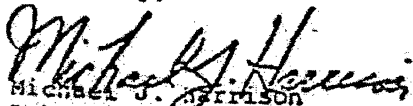
On October 6, 1975, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

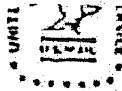
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

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

Therefore, we consider this grievance resolved.

Sincerely,


Michael J. Harrison
Labor Relations Department



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

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

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

Dear Mr. Connors:

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

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

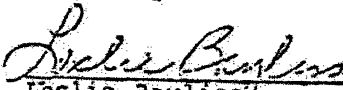
During our discussion, it was mutually agreed that the following would represent a full settlement of this case.


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

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

Time limits were extended by mutual consent.

Sincerely,


Leslie Bayliss
Labor Relations Department


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

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

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

Dear Mr. Overby:

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

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

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

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

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

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

Time limits were extended by mutual consent.

Sincerely,

/s/

Harold R. Carter
Labor Relations Department

/s/

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



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

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

JUL 26 1988

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

Dear Mr. Connors:

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

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

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

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

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

Time limits were extended by mutual consent.

Sincerely,

Joyce Ong
Joyce Ong
Labor Relations Department

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



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

JUL 3 1978

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

Re: T. Young, Jr.
Whittier, CA
NC-W-9980/W-1465-77H

Dear Mr. Riley:

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

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

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

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

Sincerely,

Karl A. Wise
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20000

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

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

Dear Mr. Riley:

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

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

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

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

Sincerely,

A handwritten signature in cursive script, reading "Daniel A. Kahn", is written above the typed name.

Daniel A. Kahn
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20000

AUG 16 1979

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

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

Dear Mr. Hughes:

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

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

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

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

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

Sincerely,

Viki Maddox
Labor Relations Department
Exhibit 3.8

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



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

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.

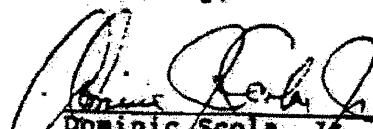
The issue in this grievance is whether an employee's medical records must be released to the union when they are requested during the investigation of a grievance.


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



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

August 18, 1976

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

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

Dear Mr. May:

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

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

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

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

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

Sincerely,

William J. Downes
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20220

FEB 27 1979

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

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

Dear Mr. Wilson:


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

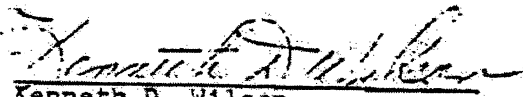
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

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

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

Sincerely,


Daniel A. Kahn
Labor Relations Department


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

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, S.W.
Washington, DC 20540

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

JUL 26 1984

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

Dear Mr. Connors:

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


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

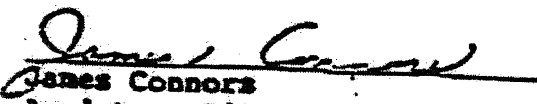
We mutually agreed that this grievance does not fairly present an interpretive dispute. There is nothing improper about the supervisor requiring an employee to relate the general nature of the problem or grievance before the employee sees a steward. However, the employee should not be arbitrarily required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

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

Time limits were extended by mutual consent.

Sincerely,


Robert L. Eugene
Labor Relations Department


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



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

NOV 20 1979

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

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

Dear Mr. Wilson:

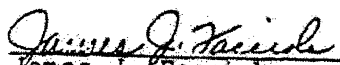
On October 23, 1979, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.


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

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

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

Sincerely,


James J. Facciola
Labor Relations Department


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

GRIEVANCE HANDLING

TIME LIMITS

**Grievances Must
NEVER Be
Untimely!!**



It must be stated - the most crucial aspect of grievance handling for the Shop Steward is the time limits of Article 15. The Union must **always** adhere to the time limits at each step of the grievance process. If management is untimely at any stage of the grievance process, the Union **must** appeal the grievance to the next step within the prescribed time limits. Proof of a timely appeal is crucial to the success of your grievance, (e.g. certified mail, written extensions, fax, etc.). If the Union fails to meet any of the required time limits and management properly argues and documents that the time limits were not met during the grievance process, the Union is in jeopardy of losing the grievance. In particular, the required time limits for filing grievances are as follows:

**"Article 15, Section 2
Grievance Procedure Steps
Step 1:**

- (a) Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may**

reasonably have been expected to have learned of its cause."

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

(d) The Union shall be entitled to appeal an adverse decision to Step 2 of the grievance procedure within ten (10) days after receipt of the supervisor's decision.

Two – only two - grievance issues are appealed directly to Step 2, bypassing the Step 1 level. These are Article 2, discrimination cases - and Article 14, safety and health cases. **Article 15, Section 2, Step 2 (b)** addresses these two exceptions:

"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."

This means that grievances dealing with discrimination under Article 2 or safety and health issues under Article 14 may be filed directly at Step 2. The 14-day time limit for filing still applies.

After the Step 1 denial, the Union has 10 days to appeal the grievance to Step 2 of the grievance/arbitration procedure. Should management fail or refuse to either meet or answer at Step 1 - as stated in Article 15, Section 2, Step 1c - then the controlling language of Article 15, Section 4.C applies:

Section 4. Grievance Procedure – General

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

IMPORTANT:

The language cited above from Article 15, Section 4.C, does not automatically move the grievance to the next Step.

If management either (a) fails to meet with the Union within the time limits of Article 15, or (b) fails to issue a decision within the time limits of Article 15, the Union is on the clock and must appeal the grievance to the next step as soon as possible but not later than the Article 15 time limit requirements for appeal.

A STEWARD must never rely on verbal assurances from Management that "time limits are extended". **ALL extensions of time limits must be in writing** to protect the rights of the grievant and the life of the grievance. **(See Exhibit 4.1 for example).**

Article 15, Section 4.B states:

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

As you can see from a review of Article 15.4.B and 4.C, when Management fails or refuses to meet its time limit commitments, the grievance is not sustained but rather the Union must move it to the next step.

The grievance must be appealed to the next step within the time limit requirements as stated in Article 15. This is required even when the Union has not received any/all of its requested evidence or when its investigation is not complete.

The United States Postal Service's denials/delays in providing information (documentary and/or witness access) – as Union defenses for untimely grievance appeal/movement – are flawed and not supported by any CBA/Step 4/JCIM language or history.

Delay by the Shop Steward without a mutually agreed upon written time limit extension could result in loss of the case.

In cases where management fails to issue a timely decision, the time limits for appeal to the next step are counted from the date the decision was due. In cases where management fails to schedule a timely meeting, the time limits for appeal to the next step are counted from the last date a timely meeting could have been scheduled.

If management fails to issue a Step 2 decision within ten days of a Step 2 meeting, the Union must make any appeal to Step 3 within fifteen days of the date the Step 2 decision was due.

If management fails to meet at Step 2 within seven days after receipt of the Union's Step 2 appeal, the Union must make any appeal to Step 3 within fifteen days of the date the Step 2 meeting was due.

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

If management does not meet within the time limits previously cited, the grievance must be appealed to the next Step.

Exhibit 4.1

(An actual time limit extension form may be found in the Appendix – Forms).

American Postal Workers Union, AFL-CIO

Local#: _____

**On _____ we the undersigned mutually agree to
extend the time limits through _____, on Step 1
grievances pertaining to:**

Grievant: _____

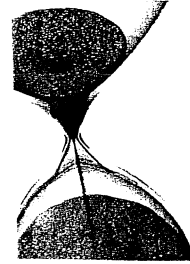
Violation: _____

Date(s) of Violation: _____

Union Rep.

Management Rep.

Time Limits Checklist



- ✓ Step 1 filed within 14 days, unless the grievance is filed under Article 2 or Article 14, in which case it must be appealed to Step 2 within 14 days.
- ✓ Step 1 decision within 5 days of the Step 1 meeting.
- ✓ Step 2 appeal within 10 days of Step 1 decision.
- ✓ Step 2 meeting within 7 days of the Step 2 appeal receipt by mgt.
- ✓ Step 2 decision within 10 days of the Step 2 meeting.
- ✓ Submission of corrections and/or additions within 10 days of Step 2 decision.
- ✓ Step 3 appeal within 15 days of Step 2 decision. (Submissions of corrections and/or additions does not change time requirements for Step 3 appeal); or
- ✓ Direct appeal to arbitration within 30 days, Article 15.2 Step 2(f) states:

"...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 [the contract] and those issues the parties have agreed are appealed to Expedited Arbitration."

IMPORTANT:

Do not prematurely appeal a grievance before management's time frame to either meet with the Union or render a grievance Step decision has expired. Early Union grievance appeal has been determined by Arbitrators to violate USPS' due process rights and could nullify the grievance.

Time Limit Exercise

SAT	SUN	MON	TUES	WED	THUR	FRI
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
7	28	29	30	31		

1. If the violation occurred on the 6th, and the grievant notifies the Union on the 9th, when is the last day a grievance can be filed at Step 1?

(Ref: Art. 15, Section 2, Step 1.a)

2. If the shop Steward meets with management at Step 1 on the 10th, how long does the supervisor have to render a decision?

(Ref. Art. 15, Section 2, Step 1.c)

3. If the Steward meets with management at Step 1 on the 10th and a decision is rendered on the 12th, when is the last day the grievance can be appealed to Step 2?

(Ref. Art. 15, Section 2, Step 1.d)

4. If the Steward meets with management at Step 1 on the 10th and the supervisor fails or refuses to render a decision by the 15th, when is the last day the grievance can be appealed to Step 2?

(Ref. Art. 15, Section 2, Step 1.c&d)

5. If the grievance is appealed to Step 2 on the 12th, within how many days must management meet with the Union to discuss the grievance at Step 2?

(Ref. Art. 15, Section 2, Step 2.c)

6. If the Step 2 discussion is held on the 16th, how long does management have to issue written decision?

(Ref. Art. 15, Section 2, Step 2.f)

7. If management denies a grievance at Step 2 and the issue is one of those agreed upon as appealed directly to Arbitration from Step 2, how many days do you have to appeal the grievance to the next step?

(Ref. Art. 15, Section 2, Step 2.h)

8. If management fails to meet any of the Step 2 time limits, how many days do you have to appeal the grievance to the next step?

(Ref. Art. 15, Section 2, Step 2.h)

(Answers on page 51)



The Shop Steward as a Detective

When faced with investigating a grievance - or whether a violation of the Collective Bargaining Agreement has occurred - the Steward must – in effect - become a detective. Researching the Collective Bargaining Agreement and JCIM, reviewing Step 4 interpretive decisions and arbitral reference, requesting data, physically inspecting a site, reviewing applicable documents, obtaining witness statements and actually interviewing witnesses are all elements of the investigation.

The construction of any grievance is the result of the Shop Steward's/Detective's thorough investigation.

Investigation

The investigation by the Shop Steward into the facts of the case will determine success for the Union in the grievance/arbitration procedure. The Shop Steward's investigation must address and answer the six fact inquiries:

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

The Steward's tools for answering these questions are as follows:

- 1. Requests for Information**
- 2. Documentary Evidence**
- 3. Interviews / Statements**
- 4. Remedies**

1. Requests For Information

As previously stated in this Handbook, controlling Collective Bargaining Agreement language in Articles 15, 17, and 31 entitles the Union to all information necessary for grievance investigation and/or processing. The vehicle for obtaining this information is the "Request for Information" form. You should also use this form to document requests to interview witnesses.

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

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

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

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

AMERICAN POSTAL WORKERS UNION, AFL-CIO	
Grievant/Union Class Action APWU	
To: John Doe	
From: Leroy Moyer Tour II	Title: Shop Steward,
Subject: REQUEST FOR INFORMATION & DOCUMENTS RELATIVE TO PROCESSING A GRIEVANCE We request that <i>the</i> following documents and/ or witnesses be made <i>available</i> to us in order to properly identify whether or not a grievance does exist and, if so, their relevancy to the grievance:	
1. Copies of Overtime Desired List for 4th Quarter 2002	
2. Time Cards for Week 2/PP1/2003 for W. Smith and J. Brown	
3. Staffing schedules for 12/22/02	
4. List of all employees working overtime 12/20-23/02	
5. Copies of annual leave log for 12/22/02	
6. Request to Interview Supervisor Bill Trout	
NOTE: Article 17, Section 3 requires the Employer to provide for review of 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 Union 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.	
Date	Signed

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

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

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

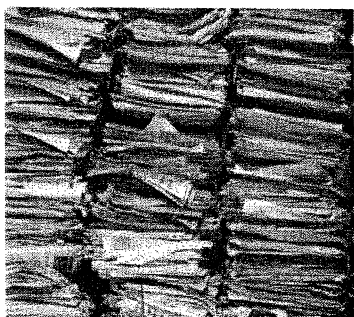
1. Copies of Overtime Desired Lists for 4th Quarter 2012
2. Time Cards for Week 2/PP1/2012 for employees W. Smith and J. Brown
3. Staffing Schedules for 12/22/12
4. List of employees working overtime 12/20/12
5. Copies of Annual Leave log for 12/22/12
6. Request to Interview Supervisor Bill Trout

Thank you for your time in this matter.

Paul Cirino, Shop Steward Tour II
American Postal Workers Union

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

(Refer to the "Road Map to Winning" Strategy Book, Chapter 2 found in the List of References for comprehensive strategies related to Requests for Information)



2. Evidence

There are many types of evidence the Shop Steward will request and rely upon in the course of grievance investigation. Some examples are listed below:

Documentation in Written or Printed Form	Collective Bargaining Agreement
JCIM	Local Memorandum of Understanding
Correspondence	Management Instructions (MIs)
3971s / 3972s	Labor/Management Meeting Minutes
ETC Reports, Time Cards	Medical Certifications
Overtime Desired Lists	Hiring Worksheets
Seniority Lists	Mgt. Directives & Written Policies
Grievance Resolutions	Step 4 Interpretive Decisions
National Level Arbitrations	Lab Reports
Postal Inspection Service Investigative Memorandum	Office of Inspector General Report of Investigation
Fitness for Duty Results	Restricted Sick Leave Lists
Disciplinary Letters	OPF Records

Requests for Information	Witness Statements
Witness Interviews	Newspaper Clippings
Police Reports	1723s Higher Level Authorizations
PS Forms 50	

Records of interviews with witnesses or other individuals having pertinent information

Records of Physical Inspection:

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

AND

Any document which the Union or management uses to support their case or establish the facts is considered to be documentary evidence and must be included in the grievance file and exchanged during the Step 2 Process. (Article 15.2 Step 2d).

3. INTERVIEWS

THE IMPORTANCE OF INTERVIEWS CANNOT BE OVERSTATED!



Interviews are one of the most important investigatory weapons in the Steward's arsenal of rights that can decide whether or not the Union will win grievances. Too many times in arbitration management adds new testimony and/or new explanations that justify or strengthen their position. Often, the Union advocate goes into arbitration not knowing what management's witnesses are going to say. The result is that we lose cases we should win.

Interviews are a powerful tool which - when properly constructed and well conducted - establish facts that are otherwise unavailable in documented form. They can also substantiate and support the Union's position and also lock management into their position - early on - in the grievance procedure.

What is an interview?

An interview by a Union Steward consists of a list of questions prepared and written prior to meeting a witness, employee or management official. The interview should be designed to elicit information of value that the witness has concerning the case the Steward is investigating. At the meeting, each question is asked and the **EXACT** response is written down under its corresponding question. The Steward notates the time and date the interview took place. The questions are designed to answer who, what, when, where, how and, especially, why. Additionally, questions may elicit answers that will require the Steward to develop additional interview questions for the witness.

Note: In some cases, it is advantageous to take down a statement prior to asking questions where there is a dispute concerning what took place. Do not let witnesses write out their own statements unless they are friendly and articulate.

It is critically important that, when preparing and writing the interview questions, the Shop Steward strategically plans the interview with the goal being to create beneficial evidence. General, directionless interview questions and answers are often of little or no value as usable elements of evidence.

How Can An Interview Be Used?

1. The interview, if written and incorporated properly, can become an essential and beneficial element of evidence throughout the grievance process.
2. The Union Steward becomes a strong witness to keep the facts the same to ensure that management or adverse witnesses do not change their original story.

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

Are Interviews Done On The Clock?

Article 17, Sections 3 & 4, of the National Agreement gives the Steward the right to conduct interviews on the clock. Interviews are part of grievance handling. If a postal patron needs to be interviewed, time spent in the actual interview is on the clock—even if the interview must be conducted **off Postal Premises**. (see **Step 4 interpretive decision H1N-5K-C 3355 Exhibit 3.4, Chapter 3**)

Should Interviews Be Done For Both Discipline and Contract Grievances?

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

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

Who Should the Steward Interview?

Contract Grievances

- The grievant
- Those who witnessed the violation
- Those who may have relevant information about the violation

Managers and supervisors who were involved in the violation or who may have relevant information about the violation – such as the supervisor that committed the violation and/or the manager who ordered the violation

- Managers of supervisors

Discipline Grievances

- Grievant
- Issuing supervisor
- Higher level reviewing and concurring official
- Postal Inspectors - if involved
- OIG Agents – if involved
- Customers for issues involving customer complaints

- Witnesses to any incidents resulting in the charges
- Employees, managers or supervisors who may have relevant information about the charges or the issuance of the discipline
- Other Union representatives who may have been involved -- such as the Steward who attended the pre-disciplinary interview or Postal Inspection Service/OIG Investigation

While these are examples of who you may interview during the course of processing a grievance, it is by no means a comprehensive list. Interviews should be conducted with EVERYONE and ANYONE involved or having knowledge about the alleged violation or incident. This could also include police, doctors, family members, etc. and who you interview is based on the fact circumstances of each case.

The following is just one short example of questions you may ask the issuing supervisor in an attendance discipline case in order to investigate whether the supervisor conducted a thorough investigation:

Steward Jackson: Did you review any documentation before issuing the discipline?

Supervisor Jones: I reviewed the grievant's 3972.

Steward Jackson: Why didn't you compare the 3972 to the 3971s to check for accuracy?

Supervisor Jones: That's not how we do things.

Steward Jackson: Do you know any of the reasons for the grievant's absences?

Supervisor Jones: That's not important. They're unscheduled absences and that's all that matters.

In this example, the Union has established that no full and thorough investigation took place without ever asking the obvious question, "Did you conduct a full and thorough investigation?" and getting the obvious answer "yes".

While the general rule is that your interview questions should be prepared PRIOR to the interview, the answers you elicit may lead to additional questions. In addition, your interviews may lead you to other witnesses you will want to interview.

See the following page for an illustration of a properly documented interview.

Interview Conducted In the Investigation and/or Processing of a Grievance

Individual (include title) Interviewed: Supervisor Bill Trout

Date of Interview: 4/6/14 Time: 16:30

Steward: John L. Jackson, Jr.

1. **QUESTION:** Did you review any documentation before issuing discipline?

ANSWER: I reviewed the grievant's 3972s.

2. **QUESTION:** Why didn't you compare the 3972 to the 3971s to check for accuracy?

ANSWER: That's not how we do things.

3. **QUESTION:** Do you know any of the reasons for the grievant's absences?

ANSWER: That's not important. They're
Unscheduled absences and that's all that matters.

Supervisor refused to sign
Signature – Interviewee/Witness _____ Date _____

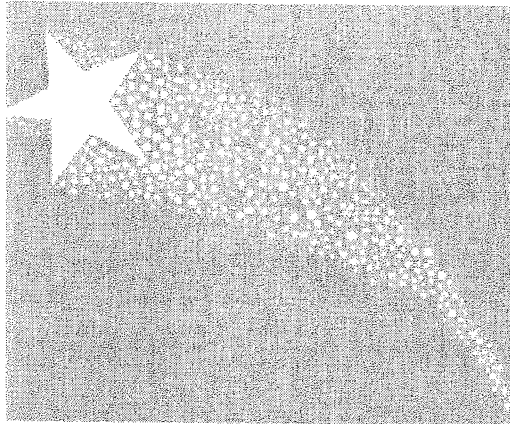
John L. Jackson, Jr.
Signature of Steward/Interviewer _____ Date _____
PAGE _____ of _____

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

(Refer to the "Interviews as Evidence" Strategy Book found in the List of References for comprehensive strategies related to the Interview Process)

4. REMEDIES

One of the most important - yet least exploited by the Union - areas of the grievance arbitration procedure is the formulation and inclusion of proper remedies.

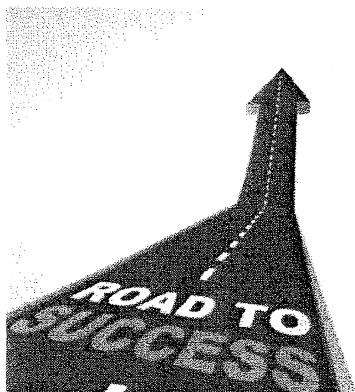


General Principles

- It is important to remember to request in your remedy that all denied rights be restored and/or be corrected. This is considered to make the grievant(s)/Union "whole." Once a remedy has been requested and this remedy has been advanced through the grievance procedure, an arbitrator usually limits the Union to what has been requested at Step 2 of the grievance procedure.
- When fashioning remedies, a general principle is that they be reasonable and appropriate.
- Often times, remedies will not be sustained because they are inappropriate, punitive and/or excessive. This does not preclude the Union from requesting more stringent remedies when repetitive violations of the same contractual provision are recurring. If such remedies are requested, the Union should be able to demonstrate that the violations are both repetitive and deliberate. The Union should also be prepared to argue that additional remedies are warranted to provide a deterrent to future violations of the same contractual provision(s).
- It cannot be overemphasized that a less experienced Shop Steward **must consult** with more experienced Union officers or Stewards when they are in doubt about the appropriateness of a remedy or need remedy assistance.

Time Limit Exercise Answers:

<u>Question #</u>	<u>Answer</u>
1	The 20th
2	5 Days
3	The 22nd
4.	The 25th
6.	10 Days
7.	30 Days
8.	15 or 30 Days (depending on the issue) from the date mgt. failed to meet their time limit(s).



ANATOMY OF A PROPERLY CONSTRUCTED GRIEVANCE

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

A. Meet With The Grievant (if there is one) To Establish The Facts

When an employee, after being released by management, meets with you concerning a complaint, you should use this initial meeting to establish the basic background fact circumstances. You should gather from the employee information to address the six fact inquiries: Who, What, When, Where, Why and How. This will assist you in determining whether a violation may have occurred.

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

B. Request Relevant Documents

Specifically request any and all documents which are necessary to establish the fact circumstances. Refer to Chapter 4 for additional information on Requests for Information.

C. Prepare Interview Questions And Conduct Interviews

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

D. Analyze Information

Review all collected evidence to determine if the fact inquiries have been answered. If not, you may need to repeat Steps A-C.

E. Establish Conclusions

Utilize the collected evidence to establish, in a clear and concise manner, the Union's position(s) and which specific CBA provisions have been violated.

F. Determine An Appropriate Remedy

Formulate a full and appropriate remedy. Examples of remedies for specific violations can be found in Chapter 7, "Issues Most Prevalently Grieved." Additional information on remedies can be found in Chapter 4.

G. Preparation Of The Grievance File

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

H. Preparation Of The Step 1 Worksheet: See Exhibit 5.1 for instructions on completing the Step 1 worksheet.

I. Meet With Management At Step 1 Within 14 Days From The Date Of The Violation

J. Appeal Adverse Step 1 Decision To Step 2 Within 10 Days From The Date You Receive Your Decision At Step 1/ Within 10 Days Of USPS' Failure To Render A Step 1 Decision

K. The Step 2 Meeting

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

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

Be sure to raise all of the Union's arguments and exchange all relevant documentation related to those arguments at the Step 2 meeting. Failure to do so may very well result in the Union being barred from presenting such arguments/evidence at Arbitration.

L. Corrections and/or Additions Article 15, Section 2, Step 2 (g) states:

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

Submission of corrections and/or additions is critically important to the Union. When the USPS authors an incomplete or inaccurate Step 2 decision, the Union must ensure the record is corrected. The Union must never allow the USPS to have the incomplete, un rebutted last word.

(Additional detailed analysis on Step 2 decision corrections/additions is found in the "Road Map to Winning" Strategy Book, Chapter 4 found in the List of References)

M. Appeal of Adverse Step 2 Decision To Step 3 Within 15 Days Of Receipt Of The Written Step 2 Decision Or, If Appropriate, Appeal Of Adverse Decision To Arbitration Within 30 Days Of Receipt Of The Written Step 2 Decision.

In both cases, if no timely Step 2 decision is received, the Union must appeal to Step 3/Arbitration within the above required time limits.

Exhibit 5.1 Preparation of the Step 1 Worksheet

(Enter All Grievant Information for Lines 1-3)

LINE 1

Grievant/Person or Union: Must include full name, first and last, current address and phone number. If it is a class action, information is not needed.

LINE 2

EIN: Employee identification number

Craft: Craft of the grievant, i.e. Clerk, MVS, Maintenance or all

Status: Full-time regular, part-time flexible, full-time regular (NTFT duty assignment), PSE, etc.

Level: Level of grievant

Step: Pay step

Duties Hours: Scheduled work hours

Off Days: Employees non-scheduled days

E-Mail: E-mail of employee if available

LINE 3

Job No./Pay Location (Unit/Sec/Br/Sta/Ofc):

Duty assignment ID number/Specific place where employee works

Postal Installation Level

Size of office where employee regularly works

Work Location, City and Zip Code: Self-explanatory

Seniority : Craft seniority

Pref. Eligible: Does the employee qualify as a preference eligible as outlined in 512 of the Employee and Labor Relations Manual (ELM)? Yes Or No?

(Information Regarding the Grievance/Violation – Lines 4-6)

Line 4

Discipline/Contract: Identify general issue i.e. disciplinary action, nature of contract violation

Date: Date of step 1 meeting

Local Grievance No.: The numbering system as determined by the Local Union or assigned by the parties locally

Line 5

UNIT/SEC/BR/STA/OFC: Specific location of violation

Incident Date/Time: Discipline date or date of contractual violation - time if known

USPS Rep-Supr: Step 1 meeting supervisor

Grievant and/or Steward: Names of both

LINE 6

STEP 1 DECISION BY (NAME AND TITLE): Name and title of USPS representative rendering Step 1 decision

DATE/TIME: Give exact date and time of step 1 representative's decision

INITIALS: Initials of Step 1 representative rendering the decision

BACKGROUND

Problem — Write a short statement of the problem: e.g. "The grievant was by-passed for overtime on [date(s)]". [Name of person], a junior employee, worked overtime on this date.

Background — Provide detailed background information based on the investigation you have conducted and the conclusions you have reached. If your background is extensive, you may continue it on a separate sheet of paper.

Documents — List any and all documents in the grievance file. This list may be completed on a separate sheet of paper. If you use a separate sheet notate same in this section.

CORRECTIVE ACTION

State your full requested remedy

MANAGEMENT RESPONSE

Take note of the specific reasons for management's decision, especially if denied

IMPORTANT: The recommended process for organization of facts and contentions – connected to critical evidence and CBA reference – is found in the "Road Map to Winning" Strategy Book, Chapter 3 in the List of References.

Preparation of the Step 2 Appeal Form

Refer to the Forms page for the "Step 2 Grievance Appeal Form and Instructions"

IMPORTANT: The recommended process for organization of facts and contentions – connected to critical evidence and CBA reference – is found in the "Road Map to Winning" Strategy Book, Chapter 3 in the List of References. This also covers strategic utilization of the "List of Attached papers as Identified" in Block 12.



THE POSTAL INSPECTION SERVICE, THE OFFICE OF INSPECTOR GENERAL AND YOUR ROLE AS SHOP STEWARD

Before we get started with this critically important chapter, Shop Stewards must understand that all CBA based and included rights which pertain to the Postal Inspection Service also pertain to the Office of Inspector General. This principle is found in the National Headquarters Level USPS correspondence to the APWU dated March 22, 2005:

3/22/2005

**Anthony J. Vigilante - VP, Labor Relations USPS
To William Burrus - President, APWU**

Please be advised that pursuant to the enclosed memorandum, certain types of work place investigations of employee misconduct are being transitioned to the Office of Inspector General from the Inspection Service. This transition will not restrict, eliminate, or otherwise adversely affect any rights, privileges, or benefits of either employees of the Postal Service, or labor organizations representing employees of the Postal Service, under Chapter 12 of Title 39, United States Code, the National Labor Relations Act, any handbook or manual affecting employee labor relations, or any collective bargaining agreement.

Many misconceptions exist regarding the TWO LAW ENFORCEMENT ARMS of the United States Postal Service — the Postal Inspection Service(PIS) and the Office of the Inspector General (OIG). Specifically, the mission and division of responsibilities between these law enforcement arms is:

Postal Inspection Service – investigates: mail fraud, revenue protection, asset forfeiture, mail theft, identity theft and violent crimes.

Office of the Inspector General – investigates: contract fraud, financial fraud, healthcare fraud, internal mail theft, official misconduct, technical investigations, special inquiries, whistleblower/reprisals.

To accomplish their objectives, Postal Inspectors and OIG Agents conduct investigations of Postal Employees and citizens outside the USPS. Our focus is on the PIS and OIG vs. Postal Workers. Part 665.3 of the Employee and Labor Relations Manual, under Article 19 of our Collective Bargaining Agreement, states:

"665.3 Cooperation in Investigations

Employees must cooperate in any postal investigation, including office of Inspector General Investigations."

The Contract requires Postal Employees to cooperate in all Postal investigations, including those administered by Postal Inspectors and OIG Agents. Article 17, Section 3 of the National Agreement provides for a basic and critically important employee right when being interviewed by Postal Inspectors and OIG Agents:

"Article 17, Section 3

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

Under the terms of the National Agreement, the Union is obligated to represent craft employees in contact with the PIS and/or OIG.

Postal employees may be subjected to investigations by the PIS/OIG for on-duty and/or off-duty misconduct. The Steward needs to be fully aware of both his/her rights and the specific role he/she will play and the rights of the represented employee. In this chapter we will analyze and discuss some of the more technical aspects of that representation. The following guidelines address the various rights established through contract language and case law.

Steward's Rights and Responsibilities Before The Postal Inspection Service/Office of The Inspector General (PIS/OIG)

The rights established regarding representation during PIS/OIG investigations, in addition to appearing in Article 17 of the Collective Bargaining Agreement, have been further clarified by court decisions involving the National Labor Relations Board, including the Weingarten decision. It is the employee's reasonable belief that discipline may result from PIS/OIG questioning that is the basis for invoking the right to representation. **Step 4 interpretive decision H4C-4K-C 11812 (Exhibit 6.1, Chapter 6)** states this principle.

"The issue in this grievance is whether management improperly denied the grievant's request for a union representative during an investigatory interview.

The parties at this level agree that under the Weingarten rule, the Employer must provide a union representative to the employee during the course of its investigatory meeting where the employee requests such representation and the employee has a reasonable belief that discussions during the meeting might lead to discipline (against the employee).

Whether or not an employee reasonably believes that discipline will result from the investigatory interview is a factual dispute suitable for regional determination based upon the particular circumstances."

This may extend to employees not necessarily the subject of the investigation. In **Step 4 interpretive decision H1C-NA-C 96 (Exhibit 6.2, Chapter 6)** the parties agreed that,

"...the right to a Steward or union representative under Article 17, Section 3 applies to questioning of an employee who has or may have witnessed an occurrence when such questioning becomes an interrogation."

The following represents a summary of rights established for Shop Stewards and grievant(s) concerning PIS/OIG interrogations:

- 1) The Right to Know the Subject Matter of the Investigation PRIOR to the Beginning of the Investigation**

When a Steward is initially contacted his/her first priority is to ascertain the subject matter by asking the PIS/OIG directly. Insist they be as specific as possible so that you can limit their questions to the identified subject matter.

2) The Right to Terminate or Interrupt the Interview *and Request an Additional Private Conference* if Questions Arise That *Go Beyond the Scope of the Original Subject Matter That You Were Given*

If the PIS/OIG begins a line of questioning regarding subjects of which you and the grievant were not informed prior to the interrogation, you have the right to request additional consultation time in private. For example, should the Inspector/Agent identify the investigation as involving an issue which occurred the previous Friday, but then begin to reference another issue, you and the employee are entitled to discuss each issue in private before continuing to participate.

3) The Right to Meet Privately With the Employee BEFORE the Interview Begins

The NLRB found the USPS in violation of this Weingarten rule in 1993 and a judgment was issued in the US Court of Appeals that required the Postal Service to post a notice that they agree to refrain from such violations. The posting (See **NLRB Order Exhibit 6.3, Chapter 6**) included their promise that,

"WE WILL NOT refuse to permit union representatives to consult with employees prior to investigatory interviews conducted by Postal Inspectors which the employees reasonably believe will result in disciplinary action and WE WILL NOT refuse to permit employees to speak with union representatives prior to such interviews."

During this pre-interrogation consultation, it is important that you not only find out from the grievant as much information as possible about the subject matter, but also prepare the grievant for what to expect:

What to Tell the Grievant During the Consultation Prior to the Investigative Interview

A) What to expect from the Postal Inspectors/OIG Agents:

- Inspectors/Agents ask questions
- Might be armed
- Might be one (1) or more Inspectors/Agents
- May act friendly to encourage cooperation in order to extract information; or may be aggressive and attempt to intimidate

B) What the Steward will be doing:

- Monitoring questions
- Interrupting when necessary
- Providing advice such as how to answer questions or if and when the interview should be terminated and legal counsel should be sought
- If the employee fails to follow the advice of the Steward, the Steward may leave

C) What the employee should and shouldn't do:

- Do limit his/her answers
- Do wait before answering to see if the Steward has advice to offer
- Do follow the advice of the Steward
- Don't answer anything unless you are 100% certain of the question and answer
- Don't engage in conversation with the Inspectors/Agents
- Don't give written or oral statements
- Don't sign the Miranda Waiver Form, Garrity Waiver Form or Kalkines Warning Form - **NEVER Waive ANY Rights**. (see PIS/OIG Exhibits 6.4, 6.41 & 6.42 – Miranda Warning(PS Form 1067); Garrity Warning & Kalkines Warning)

And Most Important: Advise the employee that if he/she ignores the advice of the Steward and/or confesses to misconduct, that you will not remain in the room to become a witness for management.

4) The Right of the Union Representative to Actively Participate During the Investigative Interview

The Union Steward is not limited to the role of passive observer during a PIS/OIG interview. It is important that the Steward fully exercises his/her rights in this area and becomes an active participant in representing the grievant.

In the Weingarten decision the NLRB ruled:

"The representative is present to assist the employee, and may attempt to clarify the facts or suggest other employees who may have knowledge of them."

The USPS has also recognized this right in a letter dated 5/24/82 to the APWU at the Headquarters Level from the then Chief Postal Inspector (See Exhibit 6.5) which states:

"Please be assured that it is not Inspection Service policy that union representatives may only participate as passive observers. We fully recognize that the representative's role or purpose in investigatory interviews is to safeguard the interests of the individual employee as well as the entire bargaining unit and that the role of passive observer may serve neither purpose. Indeed, we believe that a union representative may properly attempt to clarify the facts, suggest other sources or information, and generally assist the employee in articulating an explanation."

In summary, a Union representative can do the following during an investigative interview:

- ✓ Ask questions for the purpose of clarifying PIS/OIG inquiries
- ✓ Object to harassing, repetitive, irrelevant or ambiguous questions

- ✓ Suggest other sources of information
- ✓ Assist employees in articulating explanations

5) The Right to Interrupt or Object to PIS/OIG Questioning

- ✓ If the question has already been asked and answered — in other words is repetitive
- ✓ If the question does not pertain to the subject matter of the investigation (In that case, if the inspectors wish to pursue that line of questioning, they must allow the Union Steward and the employee another private consultation)
- ✓ If the questioning is becoming harassing, abusive or intimidating
- ✓ To allow the employee time to collect his/her thoughts
- ✓ For clarification of a question or to clarify an employee's answer. e.g., if the inspector asks, "Tell me your version of what happened last Friday," the Steward can interrupt and ask that the question be phrased more specifically
- ✓ To ask the inspector to rephrase an ambiguous, confusing or compound question
 - **ambiguous** - a question and any answer that could be construed in more than one way
 - **compound** - a question that has more than one part to it which, if answered, accepts all other parts as fact. ie. "Did you go to the stockroom and with whom did you go?"
- ✓ If any question arises which may have criminal/legal implications

6) The Right to Advise the Employee Not to Answer a Question If:

- The question involves criminal or legal implications*
- The question has been asked and answered
- The question is harassing, abusive or intimidate
- The question does not pertain to the subject of the investigation and the PIS/OIG refuses to allow a second private consultation before answering*
- The PIS/OIG refuses to divulge the subject matter*

(*If any of these occur, the employee must be advised to answer NO questions until legal counsel is consulted.)

7) The Right to Advise AGAINST Providing Written and Oral Statements

WRITTEN STATEMENTS - An absolute rule to follow is ***NEVER, EVER GIVE A WRITTEN STATEMENT.*** The Union Steward MUST inform the employee of this. It is the position of the Union that there is not a requirement - legal or contractual - to submit a written statement to the PIS/OIG if they make this request. Any statement, written or recorded, is VOLUNTARY – and **not recommended!!**

ORAL STATEMENTS — The same rule applies to oral statements. Under NO circumstances should the employee give an oral statement. Advise the employee that while he/she is required to cooperate in postal investigations, he/she should:

- Only respond to specific questions; and
- Limit his/her answers as much as possible to "yes", "no", "I don't know" or "I don't remember"

By doing this, the employee avoids inadvertently giving an oral statement. The PIS/OIG is trained to coax employees into divulging as much information as possible. They do this by engaging an employee in

conversation and extracting details which will then be constructed by the PIS/OIG into an oral statement or narrative of the employee. In much the same way as written statements, oral narratives are developed by the PIS/OIG to be used against the employee.

8) The Right to Take Notes and Make a Written Record During the Interview

Not only is this a right, it is an important protection. The Steward must write down **each** question and answer given. The Steward's detailed notes of the interview can be used for multiple purposes such as:

- a) The Steward is able to watch for and identify repetitive questions in order to interrupt and object when questions have been asked and answered.
- b) The Steward's record of the interview can be used to rebut the information contained in a PIS Investigative Memorandum or OIG Report of Investigation.
- c) The Steward's record can also be used to develop grievance interview questions should discipline or other actions arise from the investigative interview.
- d) The Steward's record can be used as an element of evidence in a related grievance.

9) The Right to Advise the Employee to Terminate the Interview and Seek Legal Counsel

If the question involves **POTENTIAL** legal or criminal issues, the employee must be advised to stop answering questions and insist on legal counsel prior to continuing. These issues could include: theft, "borrowing", assault, misappropriation of funds, falsification, off-duty misconduct, or any other conduct that could even be remotely construed as illegal/criminal. The rule of thumb is, when in doubt, advise the employee to seek legal counsel.

Whenever the employee is presented with a Miranda Warning/Waiver form or Garrity Warning/Waiver Form, the employee must answer no questions and insist on legal counsel. The Miranda Warning/Waiver PS Form 1067 (**See Exhibit 6.4**) and Garrity Warning/Waiver Form (**See Exhibit 6.41**) clearly state that the employee has the right to

remain silent and the right to seek legal counsel. **An employee should never sign these forms or waive the Constitutional Rights listed on the forms.** (The fact that either of these forms is offered means criminal activity is an issue and the employee must remain silent only stating that legal counsel is sought).

If the employee refuses to listen to your advice and begins to confess to misconduct or criminal behavior, terminate your participation and leave. While the representative should not participate in hiding or covering up relevant evidence, he also should not provide the PIS/OIG help in establishing the employee's guilt by witnessing confessions or eliciting incriminating responses from the employee.

IMPORTANT:

In The United States the US Supreme Court has ruled that branches of law enforcement may misrepresent and outright LIE as part of their investigative strategies. The Shop Steward – and employee – must never expect honest and “helpful” behavior or advice from the PIS or OIG. They will not offer representation – and will probably discourage it. They will also often make false promises, guarantees, statements, threats, conclusions, offers etc. They, unfortunately, are permitted to do this. You - as the Union Representative – must always be aware that the PIS/OIG are not on the side of the Union or of the employee. You must be ever vigilant.

(Refer to the “Surviving the Postal Inspection Service” Strategy Book for further analysis in the List of References)

Your Obligation to Educate the Members

In addition to all of the other important duties of a Shop Steward, none is more important than educating members on their rights BEFORE they need them. This is particularly critical in Members' Rights with the Postal Inspection Service and the Office of the Inspector General.

THE PIS-OIG POSTING

To assist you in this task, the posting on the following page was created for placement on your bulletin boards and distribution in your office. Members who are made aware of their rights concerning PIS/OIG interrogations will be more likely to ask for representation immediately. Once they've spoken to an Inspector/Agent alone, even if they subsequently request Union representation, their rights described herein have been seriously - and possibly irreparably - harmed.

CHAPTER

6

EXHIBITS



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20000

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

DEC 9 1986

Re: D. Smith
St. Louis BMC, MO 63200-9998
B4C-4K-C 11812

Dear Mr. Tunstall:

On July 21, 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 improperly denied the grievant's request for a union representative during an investigatory interview.

The parties at this level agree that under the Weingarten rule, the Employer must provide a union representative to the employee during the course of its investigatory meeting where the employee requests such representation and the employee has a reasonable belief that discussions during the meeting might lead to discipline (against the employee).

Whether or not an employee reasonably believes that discipline will result from the investigatory interview is a factual dispute suitable for regional determination based upon the particular circumstances.

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

Mr. Robert L. Tunstall

2

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

Sincerely,

Muriel A. Aikens
Muriel A. Aikens
Labor Relations Department

Robert L. Tunstall 1-13-87
Robert Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers Union,
AFL-CIO

April 24, 1986

ARTICLE	16/17
SECTION	
SUBJECT	WEINGARTEN

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

HIC-NA-C 96

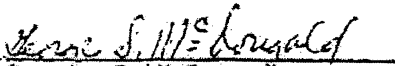
Dear Mr. Burrus:

Recently, you met with Sherry Cagnoli, Office of Labor Law, in prearbitration discussion of case number HIC-NA-C 96, Washington, D.C. The parties mutually agreed to a full and final settlement of this case as follows:


The parties agree that the right to a steward or union representative under Article 17, Section 3 applies to questioning of an employee who has or may have witnessed an occurrence when such questioning becomes an interrogation.

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, and withdrawing HIC-NA-C 96 from the pending national arbitration listing.

Sincerely,


George S. McDougall
General Manager
Grievance and Arbitration
Division
Labor Relations Department

Enclosure


William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

4-24-86
(Date)



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A JUDGMENT OF THE
UNITED STATES COURT OF APPEALS
ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

Case 32-CA-10209(P)

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

The Act gives employees the following rights:

- To engage in self-organization
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To engage in activities together for the purpose of collective bargaining or other mutual aid or protection
- To refrain from the exercise of any or all such activities.

WE WILL NOT refuse to permit union representatives to consult with employees prior to investigatory interviews conducted by Postal Inspectors which the employees reasonably believe will result in disciplinary action and WE WILL NOT refuse to permit employees to speak with union representatives prior to such interviews.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their rights under Section 7 of the Act.

UNITED STATES POSTAL SERVICE

(Employer)

Dated

4/6/93

By

William J. Downes

(Representative)

(Title)

Manager Contract Administration
APWC / MCH

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office.

National Labor Relations Board - Region 32
2201 Broadway, Second Floor, P.O. Box 12983
Oakland, California 94604 Telephone (510) 273-7200

UNITED STATES POSTAL INSPECTION SERVICE
WARNING AND WAIVER OF RIGHTS

Place: Sharonville Pa

Date: Sept. 8, 1981 Time: 1 PM

WARNING

BEFORE YOU ARE ASKED ANY QUESTIONS, YOU MUST UNDERSTAND YOUR RIGHTS.

- You have a right to remain silent.
- Anything you say can be used against you in court.
- You have the right to talk to a lawyer for advice before we ask you any questions and to have him with you during questioning.
- If you cannot afford a lawyer, one will be appointed for you before any questioning if you wish.
- If you decide to answer questions now without a lawyer present, you will still have the right to stop answering at any time. You also have the right to stop answering at any time until you talk to a lawyer.

(Date) (Time)

WAIVER

(Signature)

I have read this statement of my rights (This statement of my rights has been read to me) and I understand what my rights are. I am willing to discuss subjects presented and answer questions. I do not want a lawyer at this time. I understand and know what I am doing. No promises or threats have been made to me and no pressure or coercion of any kind has been used against me.

(Signature)

(Time)

(Date)

Witnessed by: [Signature]

Title: Postal Inspector

Witnessed by: [Signature]

Title: Postal Inspector

Understands his rights but refuses to sign any portion of the form



UNITED STATES POSTAL SERVICE
OFFICE OF INSPECTOR GENERAL

1735 NORTH LYNN STREET
SUITE 10000
ARLINGTON, VA 22209-2020

ACKNOWLEDGEMENT OF RIGHTS

I, _____, have been advised by Special Agent _____, who has identified himself/herself to me as a Special Agent of the United States Postal Service, Office of Inspector General, that he/she is conducting an investigation into a matter affecting my official duties.

In connection with this, I have been advised that:

- _____ 1. I have the right to remain silent if my answers may tend to incriminate me.
- _____ 2. Anything I say or do may be used as evidence in administrative proceedings, civil proceedings, or any future criminal proceeding involving me.
- _____ 3. If I refuse to answer the questions posed to me on the grounds that the answers may tend to incriminate me, I cannot be discharged solely for remaining silent.
- _____ 4. However, my silence can be considered in an administrative proceeding for its evidentiary value that is warranted by the facts surrounding my case.
- _____ 5. This interview is strictly voluntary and I may leave at any time.

I have read the Acknowledgement of Rights or had them read to me and I understand them as set forth above.

Signature: _____

Date & Time: _____

Investigator: _____

Witnessed: _____

Place: _____

RESTRICTED
INFORMATION
GARRITY

This report is furnished on an official need to know basis and must be protected from dissemination which may compromise the best interests of the U.S. Postal Service Office of Inspector General. This report shall not be released or disseminated to other parties without prior consultation with the Office of Inspector General. UNAUTHORIZED RELEASE MAY RESULT IN CRIMINAL PROSECUTION.



UNITED STATES POSTAL SERVICE
OFFICE OF INSPECTOR GENERAL
1735 NORTH LYNN STREET
SUITE 10000
ARLINGTON, VA 22209-2020

ADMINISTRATIVE WARNING: DUTY TO COOPERATE

- _____ 1. You are going to be asked a number of specific questions concerning the performance of your official duties as an employee of the United States Postal Service.
- _____ 2. You have a duty to reply to these questions. Agency disciplinary proceedings, including your dismissal, may be initiated if you refuse to answer or fail to reply fully and truthfully.
- _____ 3. Neither your answers nor any information or evidence which is gained by reason of your statements can be used against you in criminal proceedings; except that you may be subject to criminal prosecution for any false oral or written answers made by you during the course of this interview.
- _____ 4. YOU ARE SUBJECT TO DISCIPLINARY ACTIONS UP TO AND INCLUDING DISMISSAL IF YOU REFUSE TO ANSWER OR FAIL TO RESPOND TRUTHFULLY AND FULLY TO ANY QUESTIONS, OR GIVE MISLEADING INFORMATION.

acknowledgement

I have read the above warning or had it read to me, and I understand my rights. I have been advised of the nature of the inquiry and I am willing to discuss the subject(s) presented to me. No promises, threats, or coercion of any kind have been made against me. I know and understand what I am doing.

_____	_____	_____
Date	Time	Signature

Print Name		
_____	_____	_____
Investigator	Date	Time
_____	_____	_____
Witness	Date	Time

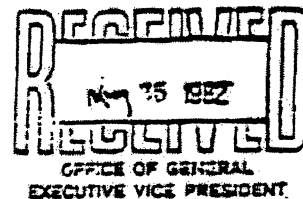
RESTRICTED
INFORMATION
KALKINES

This report is furnished on an official need to know basis and must be protected from dissemination which may compromise the best interests of the U.S. Postal Service Office of Inspector General. This report shall not be released or disseminated to other parties without prior consultation with the Office of Inspector General. UNAUTHORIZED RELEASE MAY RESULT IN CRIMINAL PROSECUTION



CHIEF POSTAL INSPECTOR
Washington, DC 20260

May 24, 1982



Mr. William Burrus
General Executive Vice President
American Postal Workers Union, AFL-CIO
817 14th Street, N.W.
Washington, DC 20005

Dear Mr. Burrus:

This replies to your May 10, 1982, letter to Senior Assistant Postmaster General Joseph Morris concerning the role of stewards or union representatives in investigatory interviews. Specifically, you expressed concern that the Inspection Service has adopted a policy that union representatives be limited to the role of a passive observer in such interviews.

Please be assured that it is not Inspection Service policy that union representatives may only participate as passive observers. We fully recognize that the representative's role or purpose in investigatory interviews is to safeguard the interests of the individual employee as well as the entire bargaining unit and that the role of passive observer may serve neither purpose. Indeed, we believe that a union representative may properly attempt to clarify the facts, suggest other sources or information, and generally assist the employee in articulating an explanation. At the same time, as was recognized in the Texaco opinion you quoted, an Inspector has no duty to bargain with a union representative and may properly insist on hearing only the employee's own account of the incident under investigation.

We are not unmindful of your rights and obligations as a collective bargaining representative and trust that you, in turn, appreciate the obligations and responsibilities of the Inspection Service as the law enforcement arm of the U. S. Postal Service. In our view, the interests of all can be protected and furthered if both union representative and Inspector approach investigatory interviews in a good faith effort to deal fairly and reasonably with each other.

Sincerely,


K. H. Fletcher

THE ISSUES MOST PREVALENTLY GRIEVED, THE DOCUMENTATION REQUIRED AND THE REMEDIES

- 1. Article 1 Section 6 - Performance of Bargaining Unit Work**
- 2. Article 7 Section 2 - Crossing Crafts and/or Wage Levels**
- 3. Article 7.3.B & 37.3A1 - Maximization & Desirable Duty Assignments**
- 4. Article 8.2C - Consecutive Non-Scheduled Days**
- 5. Article 8, Section 5 - Overtime Assignments**
- 6. Articles 10 and 19 - AWOL**
- 7. Article 10, 19 & 30 - Annual Leave Denial**
- 8. Article 11 - Holiday Schedule**
- 9. Article 13 - Light Duty Denial**
- 10. Article 16 - Discipline**
- 11. Article 17 - Steward Duty Time**

- 12. Articles 17.3 and 31.3 - Denial of Information**
- 13. Article 19 - Administrative Leave, Act of God**
- 14. Article 28 - Letters of Demand**
- 15. Article 37 - Reversions and Abolishments**
- 16. Article 37 - DBCS Staffing**

On the following pages you will find many issues which represent those most prominently grieved due to USPS violations.

These violations all require compiled and presented proof to establish CBA breaches. The necessary elements of evidence are listed with each subject section.

Requests for information, witness statements, interviews, documentary records, etc. – these are all avenues to formulate your foundation(s) of evidence to grieve the violations(s).

IMPORTANT:

Many Stewards make the mistake of presuming that a Step 1 Worksheet and/or Step 2 Appeal form with well written and detailed/included contentions is itself a proper element of evidence proving a CBA violation(s). This is absolutely incorrect. A Steward's completed Step 1 or Step 2 is not, in of itself, proof of any CBA violation. Only gathered and properly incorporated elements of evidence – to support our Step 1 and Step 2 arguments - will prove CBA violations.

1. ARTICLE 1 SECTION 6

SUPERVISORS PERFORMING BARGAINING UNIT WORK

The Issue

Supervisors continually attempt to do our work rather than instruct bargaining unit employees to do the work. In offices with 100 or more bargaining unit employees, this activity is prohibited except under the five limited criteria outlined in Article 1.6. In offices with under 100 employees, supervisors are permitted to do work consistent with the Global Settlement.

The CBA

Article 1.6.A or 1.6B (As Applicable)

The JCIM

Article 1.6

The Appendix C - Qs & As 1 & 2

The MOUs

Global Settlement

"Q06C-4Q-C 10005587 GLOBAL SETTLEMENT

The parties agree that grievance Q06C-4Q-C 10005587 will be resolved effective with the signing of this settlement. The parties further understand that any cases held in abeyance

pending the outcome of this case will be affected by this settlement. Those cases will be returned to the level they were held for further processing.

As a result of this settlement, in offices under 100 bargaining unit employees, postmasters and supervisors may only perform bargaining unit work in accordance with Article 1.6.A and when

listed in their position description in accordance with the following:

In level 18 offices, the postmaster is permitted to perform no more than fifteen (15) hours of bargaining unit work per week. There will be no PMR usage in level 18 offices.

In level 16 offices, the postmaster is permitted to perform no more than twenty-five (25) hours of bargaining unit work per week. There will be no PMR usage in level 16 offices.

In level 15 offices, the postmaster is permitted to perform no more than twenty-five hours (25) of bargaining unit work per week. There will be no PMR usage in level 15 offices.

In the event there is a second supervisor in any of these offices, only one of the supervisory employees may perform bargaining unit work as prescribed above (either the postmaster or the supervisor).

Bargaining unit work performed by postmasters or supervisors should be consecutive hours to the extent practicable, so as to minimize the necessity for split shifts for clerk craft employees, whenever possible. All time the supervisor or postmaster spends staffing the window during the day will be counted towards the permissible bargaining unit work limits.

Postal Operations Administrator (POA) will be obsolete.

The Postal Service will report to the APWU, on a quarterly basis, bargaining and non-bargaining unit employee staffing changes in Level 15 and below offices.

In accordance with the M-32, postmasters or supervisors performing bargaining unit work will record what operation they are performing either by time clock, PS Form 1260 or other appropriate means. A copy of such documentation shall be made available to the Union upon request.

Any office that is downgraded in level will remain at the bargaining unit work standard that is in place at the beginning of the Agreement through the life of that contract."

The Evidence Needed

- ✚ Name of the supervisor/postmaster/OIC/manager
- ✚ Exact description of the work that was performed
- ✚ Work area/location

Crafts and position description/occupational groups to which the work is designated (You'll need this information to determine who is affected, who will be made whole, ODL affected, etc., if applicable)

- ✚ Exact time(s) and date(s) of the work performed
- ✚ Volume of work performed (if determinable)
- ✚ PS Form 1260(s)
- ✚ Level of the office
- ✚ Bargaining unit employees available for the work performed and corresponding time records

The Remedy

Employees (specifically identified by full name and EIN) shall be paid specific monetary amounts/hours of work commensurate with the number of hours management performed bargaining unit work.

2. ARTICLE 7 SECTION 2 - CROSSING CRAFTS and/or WAGE LEVELS

The Issues

Insufficient Work

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

Light vs. Heavy Workload

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

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

The CBA

7.2.B

7.2.C

The JCIM

7.2.B

7.2.C

The Evidence Needed

- ✚ Name(s) of the employee(s)
- ✚ Craft(s) of the employee(s)
- ✚ Work area
- ✚ Time records for the employee(s)
- ✚ Crafts and position description/occupational groups to which work is designated (See also #4 in 1.6)
- ✚ Volume of work performed (if determinable)
- ✚ Work schedules

Remedy

Employees (specifically identified by full name and EIN) shall be paid specific monetary amounts/hours of work commensurate with the number of hours other craft employees improperly worked in the affected craft.

**3. ARTICLE 7 SECTION 3.B - MAXIMIZATION OF
PART-TIME FLEXIBLE TO FULL TIME
and
ARTICLE 37.3.A.1 – CREATION OF DESIRABLE DUTY
ASSIGNMENTS**

The Issues

The maximization principle of Article 7.3.B remains the mechanism for conversion of Part-Time Flexible Clerks to Full-Time Regular in Level 20 installations and below.

Article 37.3.A.1 is utilized in conjunction with 7.3.B in all installations to create Full-Time “desirable” duty assignments – with the ultimate goal being to create as many traditional, 40 hour, 5 day, 8 hours per day duty assignments as possible. The Union can also combine work hours for less than 40 hours non-traditional full-time duty assignments.

The CBA

Article 7.3.B

Article 37.3.A.1

The Evidence Needed

- ✚ Part-time flexibles’ work schedules – previous six (6) months
- ✚ PSEs’ work schedules – the previous six (6) months
- ✚ Time and attendance records of the PTFs/PSEs
- ✚ All overtime records – the previous six (6) months
- ✚ Crossing crafts/1.6 violation hours
- ✚ Loaner/hub PTF/PSE hours

- ✦ Detailed description of the duties performed
- ✦ Summaries (charted/graphed) of compiled, totaled hours into duty assignment schedule blocks

The Remedy

- 1.** The Senior Part-Time Flexible Clerk(s) be converted to Full-Time Regular
- 2.** The converted Part-Time Flexible Clerk(s) be made whole for all pay and benefits entitled as if they were Full-Time Regulars (out-of-schedule compensation, overtime, holiday pay)
- 3.** Full-time Duty Assignment(s) be posted for bid
- 4.** The successful bidder(s) be made whole with out-of-schedule compensation pay

(Refer to the "Maximization In the Post Byars Era" Strategy Book for additional information in the List of References)

4. ARTICLE 8.2.C - CONSECUTIVE NON-SCHEDULED DAYS

The Issue

Management posts a new duty assignment with non-consecutive rest days and/or reposts an existing duty assignment with rest days changed from consecutive to non-consecutive(split).

The CBA

Article 8.2.C

Article 37.3.A.1

The JCIM

Article 8.2.C

Article 37.3.A.1

The Evidence Needed

- ✚ Duty assignment
- ✚ Reposted duty assignment
- ✚ History of duty assignment
- ✚ Time and attendance records

The Remedy

- Return the consecutive non-scheduled days to the duty assignment
- Return the incumbent (if not still in the bid) to the duty assignment and pay out-of-schedule compensation pay for all hours outside the schedule of the consecutive non-scheduled day duty assignment

- If the incumbent remained in the bid, after the nonscheduled days were changed, pay out-of-schedule compensation pay for all hours outside the schedule of the consecutive non-scheduled days duty assignment
- If a duty assignment is either newly created or posted due to vacancy with non-scheduled days, the duty assignment shall be reposted with consecutive non-scheduled days and the successful bidder shall be paid out-of-schedule compensation pay for all hours outside the schedule of the consecutive non-scheduled day duty assignment

5. ARTICLE 8.4 and 8.5 - OVERTIME ASSIGNMENTS

The Issues

The USPS utilizes Non-Overtime Desired List employees to perform duties at the overtime rate instead of utilizing the Overtime Desired List.

The USPS requires Non-Overtime Desired List Clerks to perform overtime work even though there are non-traditional duty assignments in use within the installation – a prohibited once such duty assignments are in place.

PSE's are utilized in excess of eight (8) hours in a service day in lieu of the Overtime Desired List.

Overtime Desired List employees are improperly bypassed by other Overtime Desired List employees.

The CBA

Article 8.4.G

Article 8.5

The JCIM

Art. 8.4.G

Article 8.5

The MOUs

Non-traditional full-time duty assignments

Overtime Rules for Non-traditional full-time (NTFT) assignments

The Evidence Needed

- ✚ Seniority list
- ✚ Overtime Desired List
- ✚ Time and attendance records
- ✚ The specific work performed
- ✚ Non-Traditional duty assignment posting
- ✚ Times and dates of Non-OTDL utilization
- ✚ Names of Non-OTDL employees utilized
- ✚ Names of available OTDL employees
- ✚ Qualifications of OTDL employees

CORRECTIVE REMEDY

- Overtime-Desirable List employees (specifically identified by full name and EIN) shall be paid Overtime Pay for all hours worked by non-OTDL employees.

- Non-OTDL employees (specifically identified by full name and EIN) receive time off on administrative leave (at no cost to those employees) for all hours required to work in violation of the OTDL vs. Non-OTDL provisions. Non-OTDL employees (specifically identified by full name and EIN) receive time off on administrative leave (at no cost to those employees) for all hours required to work while NON-TRADITIONAL duty assignments were in existence in the installation.
- Overtime Desired List employees – bypassed for overtime by other OTDL employees - shall, within 90 days, each receive a makeup overtime opportunity; if not afforded within 90 days, the bypassed employees shall be paid for the overtime bypass.

(Refer to the "Administrative Leave as the Remedy" Strategy Book for additional information in the List of References)

6. ARTICLE 10 and 19 - AWOL

The Argument

Management charges an employee's absence as being Absent Without Official Leave – AWOL

The CBA

Article 10

Article 19 Chapter 5 E&LRM

Article 19 Chapter 6 E&LRM

The JCIM

Article 10

The Evidence Needed

✚ 3971s

✚ 3972

✚ Documentation (i.e. medical statement, repair shop receipt, tow truck receipt, accident report, etc.)

✚ Phone records

The Remedy

- Expunge AWOL from all USPS records
- Change AWOL to requested leave or approved LWOP at the employees discretion
- Change AWOL to a scheduled absence

7. ARTICLE 10, 19 and 30 - ANNUAL LEAVE DENIED

The Issue

Management denies an employee's request for Annual Leave

The CBA

Article 5

Article 10

Article 19 Chapter 5 E&LRM

Article 30

The JCIM

Article 5

Article 10

The Evidence Needed

- ✚ 3971s
- ✚ 3972
- ✚ Leave book/log/register
- ✚ Past leave records/practices

The Remedy

- The requested leave be granted

- If not granted, then the employee shall receive commensurate time off on administrative leave (at no cost to the employee) on day(s) selected by the employee and not charged to the annual leave ceiling

8. ARTICLE 11 - HOLIDAY SCHEDULE

The Issues

Management improperly schedules employees to work on a Holiday or Designated Holiday

Management does not maximize Part-Time Flexibles/PSEs on a Holiday or Designated Holiday

Untimely posting of Holiday Schedule

The CBA

Article 11.6

Article 30

The JCIM

Article 11.6

The Evidence Needed

- ✚ Seniority list
 - ✚ Holiday schedule
 - ✚ Holiday solicitation/volunteer list
 - ✚ Time and attendance records
-

✦ LMOU

✦ Qualifications of the employees

✦ Past holiday records/practices

The Remedy (As Per The JCIM)

The following applies when management improperly schedules employees to work on a holiday:

- Full-time employees and part-time regular employees who file a timely grievance because they were improperly assigned to work their holiday or designated holiday will be compensated at an additional premium of 50 percent of the base hourly straight time rate.
- For each full-time or part-time regular employee improperly assigned to work a holiday or designated holiday, the employee who should have worked pursuant to the provisions of Article 11.6 or the LMOU, but was not permitted to do so, will be compensated at the rate of pay the employee would have earned had he/she worked on that holiday.

9. ARTICLE 13 – LIGHT DUTY DENIED

The Issues

Management denies/fails to respond to an employee's written request for light duty (not an on-the job illness/injury)

Management denies an employee's request for light duty

Management terminates an employee's light duty assignment

Management reduces the hours of an employee's light duty assignment

The CBA

Article 5

Article 13

Article 30

The JCIM

Article 5

Article 13

The Evidence Needed

- ↓ The written request(s) for light duty
- ↓ Management's response to the written request / work restrictions of the employee
- ↓ Available work within the employee's restrictions
- ↓ Efforts/attempts made by the USPS to provide light duty

- ✦ Time and attendance records (the employee, PSEs, PTFs and overtime)
- ✦ Past records/practices (e.g. requests, approvals & denials)

The Remedy

The employee shall be made whole for all lost/denied benefits and pay for the duration of light duty work denied.

10. ARTICLE 16 - JUST CAUSE AND DISCIPLINE

The Issue

Management Issuance of Disciplinary Actions Against Employees

The CBA

Article 16

Article 19 EL-921 Handbook

The JCIM

Article 16

The MOUs

Role of Inspection Service in Labor Relations Matters

The Evidence Needed

⬇ Notice of Discipline

⬇ 3971s

⬇ 3972s

⬇ Documentation

- ✚ Request for discipline
- ✚ Pre-disciplinary interview record
- ✚ Past elements of discipline
- ✚ Disposition of past elements
- ✚ Postal Inspection Service Investigative Memorandum
- ✚ Office of Inspector General Report of Investigation
- ✚ Management conducted interviews
- ✚ Management solicited statements

The Remedy

- The disciplinary action be rescinded and expunged from all USPS records
- The employee shall be made whole for all lost wages and benefits caused by the disciplinary action

(Refer to the "Defense vs. Discipline" Strategy Book in the List of References for detailed analysis)

11. ARTICLE 17 – STEWARD DUTY TIME

The Issue

Management denies a steward reasonable time for grievance investigation and/or processing

The CBA

Article 17.3

The JCIM

Article 17.3

The Evidence Needed

- ✚ Written request(s) for release
- ✚ PS forms 7020
- ✚ Written denials
- ✚ Time and attendance records
- ✚ Off-the clock work performed
- ✚ The specific work performed
- ✚ The specific time spent

The Remedy

The Steward be paid at the applicable overtime pay rate for all time spent performing grievances investigation/processing off the clock

12. ARTICLES 17.3 AND 31.3 - DENIAL OF INFORMATION

The Issue

Management denies/fails to respond to Union requests for information submitted in the course of CBA violation investigation and grievance processing

The CBA

Article 15.2 Step 2d

Article 15.4A

Article 17.3

Article 31.3

The JCIM

Article 15.2 Step 2c(sic d)

Article 17.3

Article 31.3

The Evidence Needed

- ⬇ Request(s) for information
- ⬇ Substantiation of RFI submission
- ⬇ Management response(s) to RFIs
- ⬇ Companion grievance

The Remedy

That the requested information be provided no later than the Step 2 meeting (for the original grievance) and, if not, that the corrective remedy requested in the original grievance is sustained in its entirety

(Refer to the "Roadmap to Winning", "Interviews as Evidence" & "Defense vs. Discipline" Strategy Books in the List of References for detailed analysis)

13. ARTICLE 19 - ADMINISTRATIVE LEAVE - "ACT OF GOD"

The Issue

The USPS does not grant Administrative Leave to employees when a storm or other calamity (Act of God) prevents them from reporting for duty

Critically important is proving:

1. Large groups did not report
2. Diligent efforts were made by all employees
3. The scope of the calamity was widespread

The CBA

Article 5

Article 19 Chapter 5 E&LRM

The JCIM

Article 5

Article 10

The Evidence Needed

- ✚ Seniority lists (all crafts)
- ✚ 3971s requesting administrative leave
- ✚ Documentation for each individual employee - detailing diligent efforts made
- ✚ Storm/calamity documentation:

- Newspaper reports
- Photos
- Videos
- Chart – who reported and who did not report (all crafts)
- Time and attendance records
- Curtailment/cancellation of service(s)

The Remedy

- All employees who did not report on _____ date(s) be paid Administrative Leave for the hours in which they did not work
- All employees who reported for work late and/or left work early shall be paid administrative leave for all those hours
- All employees who reported for work on days in which Administrative Leave was requested shall be compensated an additional 50% of straight-time pay

14. ARTICLE 28 – LETTER OF DEMAND

The Issue

Management attempts to collect a debt through the issuance of a Letter of Demand

The CBA

Article 15.7

Article 19 Chapter 4 of the E&LRM

Article 28

F-1 Handbook

ASM Chapter 2

The JCIM

Article 15.7

Article 28

The Evidence Needed

- ✚ Letter of Demand
- ✚ Form 17, Stamp Requisition
- ✚ Form 1412, Daily Financial Report
- ✚ Form 3294, Cash and Stamp Stock Count and Summary
- ✚ Form 3356, Stamp Requisition – Bulk Quantities
- ✚ Form 3368, Stamp Credit Examination Report

- ✚ Form 3369, Consigned Credit Receipt
- ✚ Form 3977, Duplicate Key Envelope
- ✚ Invoice issued to employee
- ✚ Collection notice issued to retiree
- ✚ Security breaches/inadequacies
- ✚ Inadequate security report form

The Remedy

- The Letter of Demand be Rescinded and Expunged from All USPS Records
- The Employee be Relieved of the Debt – the Debt is Reduced to \$0.00

15. Article 37 - Reversions and Abolishments

The Issue

Management eliminates a vacant clerk craft duty assignment (reversion) and/or an occupied clerk craft duty assignment (abolishment)

The CBA

Article 5

Article 7.3.B

Article 30

Article 37.1.E

Article 37.1.F

Article 37.3A.1

Article 37.3A.2

The JCIM

Article 5

Article 37.1.E

Article 37.1.F

Article 37.3.A.2

The Evidence Needed

- ✚ Duty assignments
- ✚ Reversion notice
- ✚ Input solicitation notice
- ✚ Reversion posting
- ✚ Proof of posting
- ✚ Past records and practices
- ✚ Notifications to clerks
- ✚ Time and attendance records (continuation of bid duties)
- ✚ Proof the duties have continued
- ✚ Seniority lists

The Remedy

- Post the 'reverted' duty assignment
- The successful bidder to be paid out-of-schedule compensation for all hours outside the schedule of the posted assignment
- Successful bidders to resultant postings – caused by the 'reverted' job posting – be paid out-of-schedule compensation for all hours outside the schedules of the posted assignment(s)
- Return the incumbent to the 'abolished' duty assignment and the incumbent be paid out-of-schedule compensation pay for all hours outside the schedule of the 'abolished' duty assignment
- In the event the incumbent is unavailable for return to the 'abolished' duty assignment, the job shall be posted for bid and the successful bidder be

paid out-of-schedule compensation pay for all hours outside the schedule for the 'abolished' duty assignment

- Post a full-time duty assignment – as established by the evidence of the grievance

(Refer to the "Out-of-Schedule Compensation Pay" Strategy Book in the List of References for detailed remedy analysis)

16. ARTICLE 37 - DBCS STAFFING

The Issue

Management staffs the DBCS machines with one mail processing clerk instead of the normal staffing of two clerks

The CBA

Article 5

The JCIM

Article 5

Article 37

The Evidence Needed

- ✚ Overtime desired lists
- ✚ Time and attendance records
- ✚ Duty assignments
- ✚ Volume report(s)
- ✚ Past records and practices
- ✚ Run time report(s)
- ✚ Availability of employee(s)

The Remedy

- Overtime Desired Lists Clerk(s) be paid at the overtime pay rate for all hours DBCS was staffed with one clerk

- DBCS Clerk be paid an additional 50% for all hours required to staff DBCS alone
- Part-Time Flexible/PSE Clerks be paid for all hours the DBCS was staffed with one clerk

GRIEVANCE HANDLING QUESTIONS AND ANSWERS

NECESSARY TIME TO INVESTIGATE AND PROCESS A GRIEVANCE

- 1) **How much time is allowed in the collection of evidence for the processing of a grievance?**

1a) **What is considered unreasonable when a Steward requests time to process a grievance?**

1b) **Is there a time limit that a Steward can meet with a grievant?**

1c) **Can management determine the time necessary to investigate a grievance?**

ANSWER. All of these questions can be answered with the language in Article 17 of the Collective Bargaining Agreement, which provides for "reasonably necessary" time for processing grievances and/or meeting with the grievant(s) and/or witnesses. The parties have determined that reasonable time cannot be measured by a predetermined time limit. Management cannot set a time limit for grievance processing, investigation and interviews. (Refer to Chapter 3).

- 2) **Can a supervisor request that a grievant and/or Steward return to the workfloor before he/she has finished being interviewed or making a written or oral statement?**

ANSWER. Management may, at any time, terminate grievance processing release time. However, upon such termination, management should give the Steward reasons for the termination and inform the Steward when additional time will be provided. (Refer to JCIM Article 17.3).

REQUESTING AND OBTAINING INFORMATION

3) Is there anything that allows management to withhold documents?

ANSWER. Articles 17.3 and 31.3 require management to provide to the Steward ALL relevant information necessary for grievance investigation/processing. The regulations for obtaining medical information are contained in part under Part 220 - Protection/Disclosure - of the EL-806, Health and Medical Service Manual.

4) What can be done directly when management fails to provide information that was requested?

ANSWER.

- a) Submit follow-up requests for information
- b) Notate the denial in the grievance which is being processed;
- c) File a separate grievance under Articles 17.3 and 31.3; and or;
- d) File a charge with the National Labor Relations Board for management refusing to provide necessary information for collective bargaining.

(Refer to Chapter 2 in the "Roadmap To Winning" Strategy Book in the List of References)

5) Does the Union have the right to obtain correspondence between management?

ANSWER. Generally, the answer is yes. However, notations on discussions (Under Article 16.2) which are not official USPS correspondence or documents and which may not be exchanged between supervisors, may not be accessed under Articles 17.3 or 31.3 by Stewards.

6) Does a Union official have the right to obtain an employee's OPF and review it for information needed in a case?

ANSWER. The Steward may request and shall have access to an OPF applying the relevancy standard of Article 17.3. Permission (while not required) of the individual employee will expedite access.

7) What do you do when a witness denies or withdraws witness statements at some time during the grievance procedure?

ANSWER. Once a witness statement (or preferably an interview) is completed, it becomes part of the record of the grievance investigation. The Union retains such information and shall decide on its usage at subsequent steps in the Grievance/Arbitration process.

(Refer to the "Interviews As Evidence" Strategy Book in the List of References).

8) Can I access out-of-craft information for documents and witnesses?

ANSWER. A Steward's jurisdiction is not limited by craft or work location.

(Refer to CBA Article 17.3 and JCIM Article 17 Q&A #7).

9) Is there a limitation on the number of witnesses?

ANSWER. There is no limitation on the number of witnesses which may be interviewed in the course of a grievance investigation. The reasonable and relevant standards apply.

10) If the Inspection Service/Office of Inspector General uses a tape recorder during an interview, can the Union representative use one? If not, is the Union entitled to have a copy of the tape?

ANSWER. Permission must be obtained from Postal Management before tape recording, photographic or video equipment may be utilized on USPS property. If Postal Inspectors/OIG Agents use a tape recorder, the Union has a right to obtain access to the recording (Article 17.3 and 31.3).

11) If additional requested information becomes available, must it be provided and how quickly?

ANSWER. Management is required to provide the Union with whatever information was requested – not later than at the Step 2 Meeting

12) Can a supervisor request a shop Steward's documents from a grievance?

12a) In what circumstances can the Union refuse to give information to management?

ANSWER Under Article 15, Section 2, Step 2.d, the parties are required to fully exchange all documents and papers each relies upon in the grievance process at Step 2.

13) Does the Steward have the right to leave a work area to interview a grievant?

13a) Can a Steward on Union time (on-the-clock) go to interview non-postal employees at their homes or jobs if they have information pertinent to a grievance?

ANSWER Article 17.3 permits Stewards to conduct interviews outside their work areas with permission. Stewards may also conduct interviews with non-postal employees off the premises on-the-clock.

(Refer to JCIM Article 17 Q&A #6 and Chapter 2).

14) Anytime a Union official is conducting Union business, should he or she be compensated for his/her time?

ANSWER Under Article 17.4, Stewards conduct grievance investigation/processing on the clock and are compensated by the Employer.

15) When on Union business, do you remain on your work operation or move to a different operation?

ANSWER It is important the USPS accurately records Steward Duty Time within the USPS Time and Attendance system. This is necessary to protect the Steward's Rights.

16) When management is asked if a Shop Steward can obtain Steward time, does management have the right to ask for whom and for what is this Steward time needed? Can the Union deny this information to management?

ANSWER Management has the right to ask the general nature of the needed Steward duty time. Additionally, management may ask the Steward to estimate the time needed for processing/investigation of grievance(s).

(Refer to Step 4, Exhibit 3.13 Chapter 3).

17) What action should be taken when management refuses to recognize an individual as the Union representative?

ANSWER If management refuses to acknowledge a Steward under the formula of Article 17.2 and after official notification to management by the Union, then grievances and charges under the National Labor Relations Act must be filed.

18) Is it possible to hold a Step 2 meeting at another site, rather than at a postmaster's installation?

ANSWER The parties may agree to hold meetings at any mutually acceptable location. However, management is not required to meet outside the installation.

19) During the grievance meeting, the Steward is equal with the supervisor. At what point is the Steward not equal to the supervisor?

ANSWER The Steward may not refuse to return to the workfloor upon management's termination of Steward's duty time. Arbitrators have held that while there is an equality in their relationship, a Steward may not unreasonably become belligerent, vulgar or abusive. In responses to management, verbalization and actions should not exceed the nature and degree of what management does.

20) Can a Steward demand a private consultation with a member who is under questioning from management or the Inspection Service/OIG?

ANSWER Following a request by an employee for Union representation in an interview with the Postal Inspection Service/Office of Inspector General the Steward/representative shall consult with the employee before the interview commences/continues. In an interview with management, the Steward should also insist on such consultation.

(Refer to JCIM Article 17.4).

21) Can the Inspection Service/OIG make the Steward leave the room while the employee is waiting for legal counsel?

ANSWER. No, the employee is entitled to the Steward during the entire interview.

22) What right, as a Steward, do you have when the Inspection Service/OIG wants the employee to submit to a blood, alcohol or lie detector test?

ANSWER. An employee should not submit to a blood, alcohol or fingerprint test until consultation with an attorney. Lie detector tests must never be agreed to or participated in by employees. (Subject to legal counsel advice)

23) Can the Steward bring in outside help (i.e., an Area Steward, Craft Director, legal representative) and does that person become the grievant's representative? If not, can they still take part in the investigation? If they take part, can the Steward still receive all information on the grievances?

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

24) Can a Steward be present at Step 3?

ANSWER. There is no Collective Bargaining Agreement provision which provides for the presence of Stewards at Step 3.

25) Can the Union file a grievance against the Inspection Service/OIG for harassment, intimidation, or withholding of information?

ANSWER. The Union may file grievances against management for the withholding of information as it is management's responsibility to obtain information from the Postal Inspection Service/OIG for the Union. Management is responsible under Article 14 to provide a safe, healthy work environment. This includes behavior issues of Postal Inspectors and OIG Agents.

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

ANSWER. Repeated violations of the Collective Bargaining Agreement, even though sustained through the grievance/arbitration process, must

be presented to Union officers for Labor/Management meeting discussion and resolution. Continued filing of grievances will demonstrate the severity of the on-going problem, attract appropriate corrective attention and may warrant additional remedies. The NLRB may also be an additional avenue for relief.

RIGHTS OF THE GRIEVANT

- 27) Once a grievance is in the system, can the grievant change his/her mind and ask to have the grievance rescinded?**

ANSWER. Once the Union files a grievance at Step 1 – and thereafter – the Union becomes the controlling party to that grievance.

- 28) Should the grievant be present when you handle the grievance with management?**

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

- 29) Does the grievant have to be present at Step 1 or Step 2?**

ANSWER. No, at both Steps 1 and 2, the grievant may be represented by the Steward without the presence of the grievant.

- 30) Can an employee request a specific Steward (i.e., the Union president) when being questioned by the Inspection Service/OIG?**

ANSWER. The employee may make such request, however, the Postal Inspection Service/OIG is only required to adhere to Article 17.3 regarding providing a Steward or Union representative.

- 31) Can management refuse to allow a grievant to speak to the Union?**

ANSWER. Reasonable time for consultation must be provided.

- 32) At what time or instance can a grievant say they were not represented properly and possibly have grounds for a lawsuit?**

ANSWER. The Union has a legal responsibility to fairly and without bias, represent all employees in the Grievance/Arbitration process and before the Postal Inspection Service/OIG.

GRIEVANT'S CONSENT

33) Should a Union Steward make settlement without the grievant's consent? Is it advisable? When or when not?

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

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

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

ADDITIONS AND CORRECTIONS

35) When is the last opportunity to submit additions and/or corrections?

35a) Is there a limit on the number of corrections and/or additions?

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

SETTLING AND RESOLVING GRIEVANCES

36) How much authority do I have as a Steward (craft director) to settle a grievance?

ANSWER. Article 15, Section 2, Steps 1b and 2c, give full authority to the Steward or Union representative to resolve or withdraw, in whole or in part, the grievance.

37) Is it better to give a Step 1 in written or an oral form?

37a) Does management have an obligation to provide an answer to a Step 1 in writing?

37b) If while discussing a grievance, the grievance is settled verbally, should you write it up on a Step 1 worksheet or Step 1 resolution form?

37c) Who is responsible for writing or typing up mutual agreements between the parties?

ANSWER. Depending upon the issue, a written Step 1 resolve is advisable to assure future compliance. Management does not have a Collective Bargaining Agreement obligation to issue a written Step 1 decision. Either party may write a resolution of mutual agreement which must be signed by both parties to be valid and binding.

38) Is there any circumstance when you should not verbally remedy a problem and go right to filing a grievance?

ANSWER. Resolution attempts prior to the filing of grievances are a matter of judgment and experience. Resolutions in writing are always recommended.

39) Do you advocate having the grievant with you when talking to the Immediate supervisor when trying to verbally handle a problem or initiating a grievance?

ANSWER. This is a matter of judgment and Local Union policy. The presence of a grievant in one instance may inhibit and/or prevent resolution of the case; in another circumstance, the presence of a grievant may assist in the resolution.

- 40) Is the Union responsible for any violation of an agreement between management and an employee at Step 1?**

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

- 41) Should the Union be present during any oral meeting with management?**

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

- 42) Can a grievance be resolved or withdrawn locally prior to a Step 3 decision?**

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

- 43) After a grievance is withdrawn at Step 3, but additional information becomes available, can the Union reinstate the case?**

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

TIME LIMITS

- 44) Does the 14-day time limit start when the violation occurs, or when the grievant contacts the Union?**

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

(See Chapter 4 on Time Limits).

45) What is the best way to keep track of grievance time limits?

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

(See Time Limits And Appeal Deadlines Checklist Form)

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

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

INTERVIEWS

47) If during an interview an employee admits guilt to the Inspection Service/OIG, does a grievance still need to be processed?

ANSWER. An admission of guilt does not absolve the Union of its responsibility to investigate or process a grievance. Just Cause and Due Process Rights still exist.

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

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

49) What do you do when a witness gets mad and angry with you during an interview? Do you continue or just leave?

ANSWER. The Steward should continue the interview, writing down the exact responses given to the questions, unless the Steward feels his/her safety may be jeopardized. In that case, discontinue the interview.

- 50) **What do you do when a grievant gets mad and angry with you while you are interviewing him/her? Do you continue or just leave?**

ANSWER. Continue until the Steward determines that the situation is not productive. In that case, terminate the interview and reschedule if necessary.

- 51) **While present when an employee is being interviewed, for example, a pre-disciplinary interview or before the Inspection Service/OIG, what do you do if the employee gets mad and angry during the interview? Do you continue or just leave?**

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

GENERAL INFORMATION

- 51) **Explain "A supervisor can deny a grievance, but he cannot reject it out of hand?"**

ANSWER. Management may not determine what can and cannot be grieved.

- 51) **What handbooks and manuals are needed most when processing a grievance?**

ANSWER. Each individual grievance will determine what Handbooks and Manuals are necessary. Local Unions must make every effort to access necessary Handbooks and Manuals. Some examples are: the Employee and Labor Relations Manual (ELM), the Administrative Support Manual (ASM), The PO 209 Retail Operations Handbook, the EL-303-Qualification Standards, EL-312- Personnel Operations, the F-1 Financial Handbook and the EL-921.

- 52) **How can you acquire copies of past National arbitration cases?**

ANSWER. Contact your Local President for assistance in obtaining Arbitration cases.

53) At what step of the grievance procedure is the Steward's job over?

ANSWER. The Steward's job is not completely over until the case is resolved, sustained, arbitrated or withdrawn.

54) What are the most common mistakes a Steward makes when investigating and filing a grievance?

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

(For additional, applicable grievance related Questions and Answers, refer to the "Perfecting the Process" Strategy Book in the List of References)

LIST OF REFERENCES

Maximization in the Post – Byars Era - Jackson, John; Romanowski, Robert; Kehlert, Jeff

Perfecting the Process - Jackson, John; Romanowski, Robert; Kehlert, Jeff

Steward's Right and Reference Guide - Gallagher, Mike

Defense vs. Discipline - Kehlert, Jeff

Interviews as Evidence - Kehlert, Jeff

Out of Schedule Compensation Pay - Kehlert, Jeff

Roadmap to Winning - Kehlert, Jeff

Surviving the Postal Inspection Service - Kehlert, Jeff

LIST OF FORMS

Step 1 Grievance Outline Worksheet

Step 2 Grievance Appeal Form and Instructions

Step 2 Appeal to Arbitration Grievance Form

Step 3 Grievance Appeal Form

Grievant or Witness Statement Form

Information Request

Extension of Time Limits

Time Limits and Appeal Deadlines Checklist

Arguments and Evidence Form

Investigatory Interview Form

Pre-Disciplinary Interview - Steward Notes

Supplement to the Step 2 Appeal Form

Step 2 Hearing Record Form

Corrections/Additions to the USPS Step 2 Decision Form



American Postal Workers Union, AFL-CIO

STEP 1 GRIEVANCE OUTLINE WORKSHEET

HQ Revised 04/24/12

1	GRIEVANT/PERSON OR UNION (Last Name First)		ADDRESS		CITY		STATE		ZIP		PHONE NO.					
2	EIN		CRAFT		STATUS		LEVEL		STEP		DUTY HOURS		OFF DAYS		E-MAIL	
3	JOB NO./PAY LOCATION (UNIT/SEC/CR/STA/OFC)				POSTAL INSTALLATION LEVEL				WORK LOCATION CITY AND ZIP CODE				SENIORITY		PREF. ELIGIBLE <input type="checkbox"/> YES <input type="checkbox"/> NO	
4	DISCIPLINE		CONTRACT				DATE				LOCAL GRIEVANCE NO.					
5	UNIT/SEC/BR/STA/OFC				INCIDENT DATE/TIME				USPS REP - SUPR				GRIEVANT AND/OR STEWARD			
6	STEP 1 DECISION BY (NAME AND TITLE)										DATE/TIME		INITIALS (ONLY VERIFIES DATE OF DECISION)			

Background:

Corrective action:

Management response:





American Postal Workers Union, AFL-CIO

STEP 2 GRIEVANCE

Local Grievance number: _____

APPEAL FORM

A large, empty rectangular box with a thin black border, occupying the central portion of the page. This box is intended for the grievant to provide a detailed written statement of the grievance.

Signature and Title of Authorized Union Rep.

Step 2 Grievant or Appeal Form (if Class Action)

Line 1- Personal Information: Grievant's name or Class Action. Complete address and phone number of Grievant or if Class Action; Complete address of Local Office supporting the Grievance.

Line 2- EIN- Employee Identification number of Grievant; Craft, Level, Step, Duty Hours, Off Days, Email Address.

Line 3- Job No./Pay Location (Unit/Sec/Craft/Station/Office) Work Location City and Zip Code; Seniority Date; Preference Eligible Yes or No

Line 4-Step 2 Authorized Union Rep (Name and Title); Office Phone Number; Office email address

Line 5- Local Union President (Name); Office Phone Number, Office email address

Line 6- Unit/Sec/Br/Sta/Ofc/; Postal Installation Level; Date/Time; USPS Rep-Supv; INITIALS (only verifies date of decision)

Line 7- Step 1 Decision by (Name and Title); Date/Time; Name of Grievant and/or Steward who met at Step-1

Line 8- Type of discipline (Letter of Warning, Seven days suspension, Removal); or Contract Violation (Awol, Lwop, Holiday, Overtime, etc.); Local Grievance No. assigned by the Local

Line 9- USPS Step 2 Designee (Name and Title); Name of Installation/Sec. Center/NDC work in; Phone Number, including area code; USPS Grievance No.

Line 10- From: Local Union (Name, Address, City, State and Zip code)

Line 11- Relevant Collective Bargaining Agreement Articles & Sections; Local Memo (Art & Sec); others: Manuals, Policies, Labor Management Minutes, etc.

Line 12- Give detailed statement of Facts/Contentions of the Grievant (Who, What, When, Where, Why and How)

- Give a list of attached papers as identified

Line 13-

- Corrective Action Requested as a remedy
- Sig. and title of Authorized Local Union Rep. and Date the step 2 was submitted.



American Postal Workers Union, AFL-CIO

STEP 2 APPEAL TO ARBITRATION GRIEVANCE FORM

GRIEVANT/PERSON OR UNION (Last Name First)	WORK LOCATION CITY AND ZIP CODE (FROM LINE 10)	LOCAL GRIEVANCE NO.
DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE)	CRAFT	DATE OF STEP 2
		USPS GRIEVANCE NO.

TO:

Labor Relations Appeals
U. S. Postal Service
P.O. Box 25398
Tampa, FL 33622-5398

DATE: _____

Check one:



Mail



Fax



E-Mail

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. The 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 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
-----------------------	---------	------	-------	-----

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

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

NATIONAL BUSINESS AGENT

Sincerely,

Authorized Local Union Representative

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. Note: Safety and Health grievances appealed to Step 2, pursuant to Art. 14.2, may also be appealed to arbitration using this form.



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 Seniority Disputes



Regular Arbitration Panel Issues:

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



American Postal Workers Union, AFL-CIO

STEP 3 GRIEVANCE APPEAL FORM

CLASS ACTION OR PERSON (Last Name First)	WORK LOCATION CITY AND ZIP CODE (FROM LINE 10)		LOCAL GRIEVANCE NO.
DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE)	CRAFT	DATE OF STEP 2	USPS GRIEVANCE NO.

THE ABOVE GRIEVANCE IS BEING APPEALED TO STEP 3 - PROVIDE DATE: _____

LABOR RELATIONS APPEALS

U.S. Postal Service

P.O. Box 25398

TAMPA FL 33622-5398

Please Check the "Sent By" Box

☐

Mail

☐

Fax

☐

Email

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

"This Appeal is in accordance with Article 15, Sec. 2, Step 2 (h) and Step 3 (a) for the following reasons:"

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 :

NATIONAL BUSINESS AGENT

Sincerely,

Authorized Local Union Representative

GRIEVANT or WITNESS STATEMENT FORM

From: _____

Address: _____

Phone No. _____

Email: _____

Tour/Reporting Time: _____

Facility: _____

To: American Postal Workers Union,
AFL-CIO

Local Union: _____

Re: Regarding an incident/violation that occurred on
or about Date: _____

Issue: _____

1. I _____ do hereby render this statement on the above issue(s). [State only the Facts]

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

13.

14.

15. What remedy are you seeking?

16.

☐

Attach addition sheets as needed YOU MUST SIGN THIS FORM

Signed: _____

Date: _____

Local Grievance number: _____

[illegible]

Signature of Grievant / Witness



CLASS ACTION OR PERSON (Last Name First)	NATURE OF ALLEGATION																																																				
<div style="text-align: right; margin-bottom: 10px;">_____ DATE OF REQUEST</div> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;">TO: _____</div><div style="width: 45%;">TITLE: _____</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;">FROM: _____</div><div style="width: 45%;">TITLE: _____</div></div> <div style="margin-top: 10px;">SUBJECT: REQUEST FOR INFORMATION AND DOCUMENTATION RELATIVE TO PROCESSING A GRIEVANCE</div>																																																					
<p>We request that the following documents and/or witnesses be made available to us in order to properly identify whether or not a grievance does exist and, if so, their relevancy to the grievance:</p> <table style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 80%;"></th><th style="width: 10%; text-align: center;">Information provided ?</th><th style="width: 10%; text-align: center;">YES</th><th style="width: 10%; text-align: center;">NO</th></tr></thead><tbody><tr><td></td><td style="text-align: center;">()</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr><tr><td></td><td style="text-align: center;">()</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr><tr><td></td><td style="text-align: center;">()</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr><tr><td></td><td style="text-align: center;">()</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr><tr><td></td><td style="text-align: center;">()</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr><tr><td></td><td style="text-align: center;">()</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr><tr><td></td><td style="text-align: center;">()</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr><tr><td></td><td style="text-align: center;">()</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr><tr><td></td><td style="text-align: center;">()</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr><tr><td></td><td style="text-align: center;">()</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr><tr><td></td><td style="text-align: center;">()</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr><tr><td></td><td style="text-align: center;">()</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr></tbody></table>			Information provided ?	YES	NO		()	()	()		()	()	()		()	()	()		()	()	()		()	()	()		()	()	()		()	()	()		()	()	()		()	()	()		()	()	()		()	()	()		()	()	()
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<p>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 8 a (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.</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"><div style="text-align: center;"><input type="checkbox"/> REQUEST APPROVED</div><div style="text-align: center;"><input type="checkbox"/> REQUEST DENIED</div></div> <div style="margin-top: 20px; text-align: center;">SIGNED _____</div> <div style="margin-top: 10px; text-align: center;">DATE:- _____</div>																																																					

EXTENSION OF TIME LIMITS

LOCAL # _____

On _____ **we, the undersigned, mutually**
agreed to extend the time limits through _____
on Step 1 grievance(s) pertaining to:

Grievant: _____

Violation: _____

Date(s) of Violation: _____

Management Rep. (Date)

Union Rep. (Date)

TIME LIMITS AND APPEAL DEADLINES CHECKLIST

(THIS PAGE TO BE PLACED AS THE FIRST PAGE IN ANY GRIEVANCE FILE)

Name of Grievant: _____ Grievance Number: _____

1. _____ Date of Grievance, Receipt of Letter of Charges or Warning or Other Reason for this Grievance
2. _____ Last Date for Step 1 Grievance Meeting (within 14 days of #1 above)
3. _____ Step 1 Meeting Held (within 14 days of #1 above)
4. _____ Last Date for Step 1 Oral Decision from Management (within 5 days of meeting #3 above)
5. _____ Step 1 Oral Decision from Management (within 5 days of meeting #3 above)
6. _____ Management Initials on Step 2 Form (within 5 days after Step 1 decision, #5 above)
7. _____ Name of Steward Handling Step 1: _____
8. _____ Last Date for Step 2 Appeal to Postmaster or Designee (within 10 days of Step 1 decision, #5 above)
9. _____ Date of Step 2 Appeal to Postmaster or Designee (within 10 days of Step 1 decision, #5 above)
10. _____ Certified # of Step 2 Appeal: _____
11. _____ Last Date for Step 2 Meeting with Postmaster or Designee (within 7 days after receipt of Step 2 appeal)
12. _____ Date of Step 2 Meeting with Postmaster or Designee (within 7 days after receipt of Step 2 appeal)
13. _____ Last Date for Employer's Step 2 Decision, in Writing, to Union (within 10 days of Step 2 meeting, #12 above)
14. _____ Date of Employer's Step 2 Decision, in Writing, to Union (within 10 days of Step 2 meeting, #12 above)
15. _____ Name of Steward Handling Step 2: _____
16. _____ Last Date for Step 3 Appeal (within 15 days of receipt of Employer's Step 2 decision, #14 above)
17. _____ Date of Step 3 Appeal (within 15 days after receipt of Employer's Step 2 decision)
18. _____ Certified # of Step 3 Appeal: _____

Local Union # _____

USPS # _____

**ARGUMENTS & EVIDENCE FORM FOR
STEP 3 APPEALS AND STEP 2 DIRECT
APPEALS TO ARBITRATION**

Specific Issue: _____

Please list and number each of your grievance's arguments and the supporting evidence you have included.

**ARGUMENTS & SPECIFIC
CONTRACTUAL PROVISIONS VIOLATED**

EVIDENCE

Proof of Step 2 Appeal:

☐ **CERTIFIED**

☐ **SIGNATURE**

This form is for **APWU Use Only**. It was created to ensure that all arguments included in grievances are properly supported. **The form is not to be provided to the USPS.** It is to be completed prior to Appeal to Step 3/Arbitration and is to be forwarded to your Clerk Craft NBA Office with your grievance.

Use Additional Sheets When Necessary

INVESTIGATORY INTERVIEW FORM

Individual (include title) Interviewed: _____

Date of Interview: _____ Time: _____ Steward: _____

QUESTION: _____

ANSWER: _____

QUESTION: _____

ANSWER: _____

QUESTION: _____

ANSWER: _____

Signature-Interviewee/Witness (Date)

Signature of Steward/Interviewer (Date)

PRE-DISCIPLINARY INTERVIEW STEWARD NOTES

Craft Member being interviewed: _____

Supervisor conducting interview: _____

Additional people in attendance: _____

Date of interview: _____

Interview Start Time: _____ Interview End Time: _____

1. Did the supervisor forewarn the craft member what discipline was being considered?
Yes or No
2. Did the supervisor forewarn the craft member as to the specific charge?
Yes or No
3. Did the supervisor give the craft member an opportunity to *read* any information that was being relied upon or read the information to the craft member?
Yes or No
4. Did the supervisor ask the craft member for their side of the story?
Yes or No
5. Did the supervisor take notes of what the craft member had to say?
Yes or No
6. Did the supervisor read from a prepared set of questions or comments?
Yes or No
7. Did anyone else ask questions of the craft member? Yes or No

Shop Steward

(Use reverse side for notes)

AMERICAN POSTAL WORKERS UNION
SUPPLEMENT TO THE STEP 2 APPEAL

GRIEVANT: _____ **GRIEVANCE #** _____

OFFICE: _____

In addition to the Union's Step 2 Appeal – previously forwarded to the Postal Service – the Union submits the following contentions and evidence in support of the instant grievance:

**SUPPLEMENTAL
CONTENTIONS:**

**ELEMENTS OF
EVIDENCE INCLUDED:**

UNION REP'S SIGNATURE: _____ **DATE:** _____

AMERICAN POSTAL WORKERS UNION

STEP 2 HEARING RECORD

GRIEVANT: _____ GRIEVANCE # _____

OFFICE: _____ USPS STEP 2 DESIGNEE: _____

The following details the Parties exchange at Step 2 – with the exception of Step 2 Appeal included arguments and supported evidence:

I. THE UNION'S PRESENTED ARGUMENTS – NOT PRESENTED WITHIN THE STEP 2 APPEAL:

II. THE UNION'S PRESENTED EVIDENCE – NOT INCLUDED WITHIN THE STEP 2 APPEAL:

III THE USPS' PRESENTED ARGUMENTS AT THE STEP 2 HEARING:

IV THE USPS PRESENTED EVIDENCE AT THE STEP 2 HEARING:

Recorded by Union Step 2 Representative: _____
on _____. The Step 2 Meeting began at _____ and ended
at _____.

UNION REPRESENTATIVE'S SIGNATURE

DATE

AMERICAN POSTAL WORKERS UNION

CORRECTIONS/ADDITIONS TO THE USPS STEP 2 DECISION

GRIEVANT: _____ GRIEVANCE # _____

OFFICE: _____

1. The following Union arguments were raised at the Step 2 hearing, yet were not included within the USPS Step 2 decision:

2. The following Union arguments were raised at the Step 2 hearing, yet were not accurately included within the USPS Step 2 decision:

3. The following Union evidence was presented at the Step 2 hearing in support of Union arguments:

4. The following USPS arguments were presented at the Step 2 hearing:

5. The following USPS evidence was presented at the Step 2 hearing:

6. The following USPS Step 2 decision arguments were not raised by the USPS during the Step 2 meeting:

7. The following USPS evidence - which the USPS included within its Step 2 decision - was not presented by the USPS in support of any position at the Step 2 hearing:

UNION REPRESENTATIVE'S SIGNATURE:

DATE:
