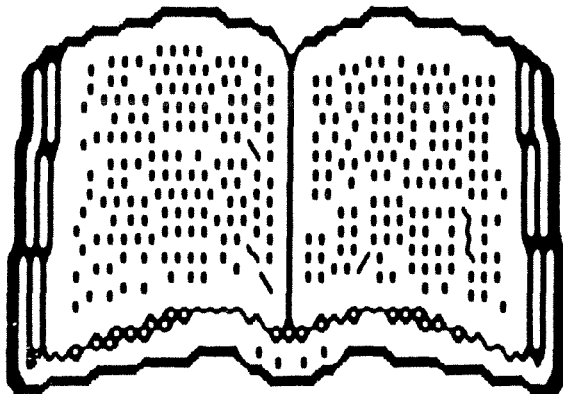


**MORE RIGHTS**  
IN  
*Grievance Investigation*  
AND  
*Processing*



A REPORT BY:

**JEFF KEHLERT**

National Business Agent  
representing clerks in  
Your Region

Delaware, New Jersey, Pennsylvania  
AMERICAN POSTAL WORKERS UNION, AFL-CIO

# American Postal Workers Union, AFL-CIO

## Memorandum

Telephone  
(856) 427-0027 Office  
(856) 795-7143 Fax

10 Melrose Avenue  
Suite 210  
Cherry Hill, NJ 08003



*From the Office of* JEFF KEHLERT  
*National Business Agent*  
*Clerk Division*  
*Eastern Region*

TO:

SUBJECT:

Dear Brothers and Sisters:

Like its two predecessors, "The Sky's the Limit" and "Your Rights in Grievance Investigation and Processing", the enclosed collection of Step 4 Interpretive resolutions pertains to stewards' rights in enforcement of the National Agreement.

As in the past, the table of contents is alphabetical and provides easy reference to the information.

"More Rights" should prove to be a helpful addition to Stewards and Local Officers in policing our Collective Bargaining Agreement.

Yours in Unionism, I am



Jeff Kehlert  
National Business Agent  
Clerk Craft

JDK:svb  
OPEIU #2  
afl-cio

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

ARTICLE	17
SECTION	
SUBJECT	
ALTERNATE	
STEWARD	

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

MAY 24 1984

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

Dear Mr. Overby:

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

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


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


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

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

Time limits were extended by mutual consent.

Sincerely,

  
Leslie W. Bayliss  
Labor Relations Department

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



EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20260

DEC 21 1977

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

ARTICLE	17
SECTION	
GROUP	
ALTERNATE	
STEWARD	

Re: F. Givens  
Houston, TX  
MC-S-4915/N55W-9420

Dear Mr. Riley:

On February 22, 1977 and subsequent dates, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

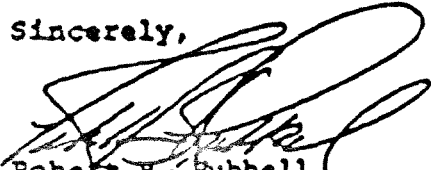
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

This letter will serve to clarify our letter of decision on the referenced grievance case dated April 14, 1977.

The policy statement of July 26, 1976, is in conformance with the formula contained in Article XVII, Section 2 of the National Agreement.

Each steward will be certified to represent employees in a specific work location. If that steward is absent, an alternate may serve in his stead. All stewards need not be absent before an alternate is allowed to represent employees. In accordance with the above, this grievance is considered to be closed.

Sincerely,

  
Robert B. Ruppell  
Labor Relations Department

INTERPRETIVE AGREEMENT  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
AMERICAN POSTAL WORKERS UNION, AFL-CIO

ARTICLE	<u>17</u>
SECTION	_____
SUBJECT	_____
<u>AREA LOCAL</u>	
<u>STEWARD</u>	

The issue presented to the parties in this instance involves whether a union member actively employed at a post office can be designated as the Union representative for a Step 2 meeting at another post office under the provisions in Article 17, Section 2.d.

The specific language at issue provides:

"At the option of a Union, representatives not on the employer's payroll shall be identified to perform the functions of a steward or chief steward, provided such representatives are certified in writing to the Employer at the regional level and providing such representatives act in lieu of stewards designated under the provisions of 2A or 2B above." (Underscoring added)

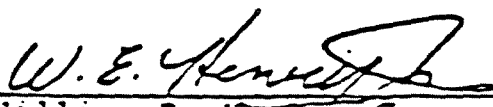
In full settlement of the interpretive dispute presented in this case, the parties mutually agree to the following:

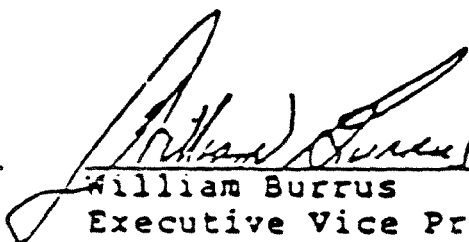
1. A Union member actively employed in a post office may be designated as a Union representative to process a grievance at another post office.
2. Such employee must be certified in writing, to the Employer at the regional level.
3. An employee so certified will not be on the Employer's official time.
4. An employee so certified will act in lieu of the steward designated under Article 17, Section 2.A and 2.B. at the facility where the grievance was initiated.

In witness whereof the parties hereto affix their signatures below this 2nd day of June 1982.

For the  
United States Postal Service:

For the Union:

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

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



EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20005

APR 22 1977

ARTICLE	17
SECTION	
SUBJECT	CAMERA WORK FLOOR

Mr. Thomas D. Riley  
Assistant Secretary-Treasurer  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue, NW  
Washington, DC 20005

Re: W. Clark  
Houston, TX  
NC-S-5482/W5-SW-10379

Dear Mr. Riley:

On April 14, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

The particular situation which gave rise to this grievance has been corrected. To this extent, the specific grievance has been resolved.

The judicious use of a camera to establish or refute a grievance may facilitate resolution of some problems. However, 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, it would also be prudent to have a steward or union official present.

Sincerely,

Robert S. Subbell  
Labor Relations Department





UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260-0001

ARTICLE	17
SECTION	
SUBJECT	GRIEVANT WITH STEWARD

FEB 20 1985

Mr. Joseph B. Johnson, Jr.  
Director, City Delivery  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, D.C. 20001-2197

Re: Class Action  
Houston, TX 77201  
E1N-3U-C 36133

Dear Mr. Johnson:

On November 28, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question in this grievance is whether an employee who files a grievance has an unfettered right to accompany the steward during the entire investigation of the grievance.

The union contends that management must permit a grievant to be present with the union steward handling the grievance, and investigating the employee's grievance. The union further contends that the grievant must be paid for the time he/she spends accompanying the steward.

It is the position of the Postal Service that union stewards who investigate and handle grievances will be authorized payment in accordance with Article 17, Section 4, of the National Agreement. Article 17 was not intended to provide the grievant with the unfettered right to accompany the steward while the steward is handling the grievance, except as provided in Article 15, Section 2, (Step 1). If it becomes necessary for the grievant to participate in the "handling" of the grievance at Step 2, the grievant would then be paid actual time in accordance with Article 17, Section 4. Each of these situations, however, must be determined on a case-by-case basis.

Based upon the above considerations, this grievance is denied.

Mr. Joseph E. Johnson, Jr.

2

Time limits were extended by mutual consent.

Sincerely,

*Leslie Bayliss*  
Leslie Bayliss  
Labor Relations Department

7



EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20280

AUG 16 1979

ARTICLE	17
SECTION	
SUBJECT	
INFORMATION REQUEST	
ALL DOCUMENTS	

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

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

Dear Mr. Hughes:

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

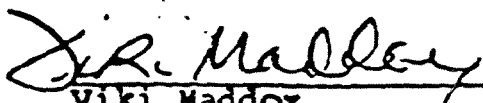
The matter at issue in this grievance is whether the union is entitled to copy or receive a copy of all documents contained in the Employer's grievance file.

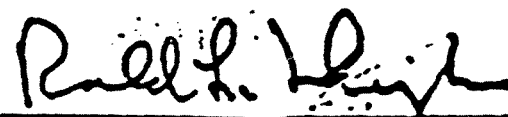
The following represents our mutual interpretation of the contract provisions covering this issue and settles all the matters in dispute.

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

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

Sincerely,

  
Viki Maddox  
Labor Relations Department

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



EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20268

November 18, 1974

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

ARTICLE	17
SECTION	
SUBJECT	INFORMATION REQUEST CUSTOMER COMPLAINT

R

NB-C-1930(N-37)/3-DET-419

Dear Mr. Huerta:

On September 4, 1974, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

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

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

Sincerely,

William J. Downes  
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20280

March 7, 1977

ARTICLE	17
SECTION	
SUBJECT	
INFORMATION REQUEST	
GRIEVANCE APPEAL	

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

Re: NALC Local  
 (R. W. Vincenzi)  
 Seldon, NY  
 HC-M-3584/V76-5490

Dear Mr. Riley:

On February 3, 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.

During our discussion we agreed that the Step 4 grievance referenced in this case had been resolved. Accordingly, the information requested in this grievance is not necessary since the issue is now moot. Therefore, this grievance is considered closed.

However, we note that if information requested by the union is relevant to a pending Step 4 grievance the requesting union representative should be allowed access to that information in accordance with the applicable provisions of Article 17, Section 3 of the 1975 National Agreement.

Sincerely,

*William J. Downes*  
 William J. Downes  
 Labor Relations Department



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

ARTICLE	17
SECTION	
SUBJECT	
INFORMATION REQUEST	
MEDICAL RECORDS	

Mr. Lawrence G. Butchins  
 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  
 B7N-1P-C 2187

Dear Mr. Butchins:

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.

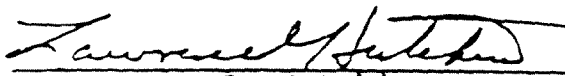
During our discussion, we mutually agreed that the release of medical records to the Union is provided for in the Administrative Support Manual, Appendix (p. 42) (USPS 120.090) Accordingly, this grievance is sustained and the records in dispute will be provided to the union.

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. Butchins  
 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

ARTICLE	17
SECTION	
SUBJECT	
INFORMATION REQUEST	
OFFICIAL PERSONNEL FOLDER	

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

Dear Mr. May:

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


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

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

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

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

Sincerely,

  
William J. Downes  
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20260

OCT 6 1978

ARTICLE	17
SECTION	
SUBJECT	
INFORMATION REQUEST	
SUPERVISOR'S PERSONAL RECORDS	

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

Re: A. Mears  
Meridian, MS  
NC-S-10618/N5DE-18091

Dear Mr. Riley:

On April 6, 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.

Based on the evidence presented in this grievance, we find that the supervisor's personal notes are not available for review by the union steward. When these personal notes are kept in a file they are kept only for the individual supervisor's own review and are not official records.

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

Sincerely,

Michael J. Harrison  
Labor Relations Department

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Since no evidence was presented that any discipline was based on those notes -- ARBITRATION NOT REQUESTED.

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EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20260

NOV 29 1978

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

ARTICLE	17
SECTION	
SUBJECT	INTERVIEW

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

Dear Mr. Riley:

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

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

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

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

Sincerely,

Daniel A. Kahn  
Labor Relations Department

EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20200

JUL 3 1978

ARTICLE	17
SECTION	
SECRET	
INTERVIEW	
CUSTOMER	

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

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

Dear Mr. Riley:

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

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

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

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

Sincerely,

Karl A. Wise  
Labor Relations Department



UNITED STATES POSTAL SERVICE

Labor Relations Department  
475 L'Entant Plaza, SW  
Washington, DC 20260-4100

ARTICLE	17
SECTION	
SUBJECT	
INTERVIEW	
NON POSTAL	

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

Re: Class Action  
Jacksonville, FL  
B8N-3W-C 21294

Dear Mr. Hutchins

On January 12, 1989, we met in prearbitration discussion of the above-captioned grievance.

The issue in this grievance is whether management violated the National Agreement when it refused to allow stewards to visit residences of postal customers while on-the-clock.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is an issue suitable for regional determination based on the following:

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.



M-00864

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

ARTICLE	17
SECTION	
SUBJECT	
INTERVIEW	
POSTAL INSPECTOR	

September 23, 1988

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

Re: J. McVay  
St. Petersburg, FL 33730  
E7N-3W-D 3069

Dear Mr. Hutchins:

On September 7, 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.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. The Postal Service agrees that a union 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.

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


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

Time limits were extended by mutual consent.

Sincerely,

---

Dominic J. Scola, Jr.  
Grievance & Arbitration  
Division

---

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

Mr. Lawrence G. Hutchins

2

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

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle case no. H8N-3W-C 21294 and remove it from the pending national arbitration listing.

Time limits were extended by mutual consent.

Sincerely,



Stephen W. Furgeson  
General Manager  
Grievance and Arbitration  
Division



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

(Date) 1/12/89

Enclosure



EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20280

November 11, 1975

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

ARTICLE	17
SECTION	
SUBJECT	INVESTIGATION
	DOCUMENT
	REVIEW

Re: F. Rusbolt  
Charleston, SC  
NB-S-6239 (N-146)/3SR-3879

Dear Mr. May:

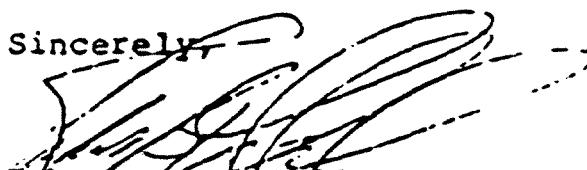
On October 9, 1975, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

There is no provision for having the grievant accompany the Steward while the latter is investigating a grievance. However, in accordance with Article XVII, second paragraph of Section 3, the Steward may review documents necessary for the processing of a grievance and has the right to interview the aggrieved employee. As long as the request is reasonable, there is no reason why the Steward could not go over related documents with the grievant during the interview.

In accordance with the above, this grievance case is considered to be resolved.

Sincerely,

  
Robert B. Hubbell  
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20280

ARTICLE	17
SECTION	
SUBJECT	LABOR MGT MEETING

24 OCT 1978

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

Re: Branch 404  
Waco, TX  
MC-S-11532/WSET-18895

Dear Mr. Riley:

On September 26, 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.

We recognize that in the interest of maintaining good labor/management relations, it is necessary for management to make every effort to respond to all issues discussed at labor/management meetings in as short a time as is practical. Based on this understanding which we arrived at during our Step 4 meeting, we mutually agreed to consider this case resolved.

Sincerely,

Daniel A. Kahn  
Labor Relations Department

UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW  
Washington, DC 20260

May 26, 1982

ARTICLE	17
SECTION	
SUBJECT	ORIENTATION

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

Re: Class Action  
Cocoa, FL 32922  
E1C-3W-C-4470

Dear Mr. Wilson:

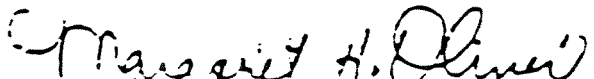
On May 20, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure set forth in the 1981 National Agreement.


The question raised in this grievance involved whether management officials violated Article 17 by being present when the Union addressed new employees during orientation.

During our discussion, we mutually agreed to resolve this case based on our understanding that Article 17 does not preclude management officials from being present when the Union addresses new employees during orientation.

Please sign a copy of this letter as acknowledgment of your agreement to resolve this case.

Sincerely,

  
Margaret H. Oliver  
Labor Relations Department

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

JUN 1 1982





EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20260

FEB 19 1974

ARTICLE	17
SECTION	
SUBJECT	
ORIENTATION	
AMPLE TIME	

Mr. James H. Rademacher, President  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue N. W.  
Washington, D. C. 20001

Re: NALC Branch 411  
San Bernardino, Ca.  
NB-W-637 (19V6)/B-334-73

Dear Mr. Rademacher:

On February 13, 1974, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

After reviewing the information of record we find that the grievance is sustained.

Accordingly, on the basis of the acknowledgement that "the orientation for new employees is held after the appointment to a postal position", by copy of this letter, the Postmaster is instructed to provide the union ample opportunity to address "new employees" during the orientation period.

Sincerely,

W. E. Henry, Jr.  
Labor Relations Department



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

August 10, 1982

ARTICLE	17
SECTION	
SUBJECT	
ORIENTATION	
UNION MATERIAL	

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

Re: Class Action  
Jacksonville, FL 32203  
E8N-3W-C-34023

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 of our contractual grievance procedure.


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

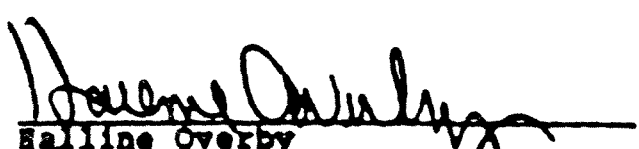
The question raised in this grievance addresses the application of Article XVII, Section 6, and Article XXXI, Section 1, of the 1978 National Agreement. As final settlement in all matters relating to this dispute, the parties at the National level agree to the following resolution:

The Union representatives in this installation shall continue to be allowed to distribute union related material to employees during new employee orientation.

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

Sincerely,

  
Howard R. Carter  
Labor Relations Department

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



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

April 20, 1983

ARTICLE	17
SECTION	
SUBJECT	
RELEASE TO	
DISCUSS GRIEVANCE	

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

Re: E. Johnson  
Friendswood, TX 77546  
H1N-3U-C 16069

Dear Mr. Overby:

On March 23, 1983, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance involves whether an employee has the right to see a steward to discuss an issue that had been the topic of prior grievances.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. The parties agree that an employee is not precluded from seeing a steward to discuss an issue concerning a possible grievance, even though the same issue was previously discussed in other grievances. Therefore, this case is remanded to Step 1 for discussion and full development of the fact circumstances. The Step 1 discussion must occur within 14 days after receipt of this decision.


Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing as stated above.

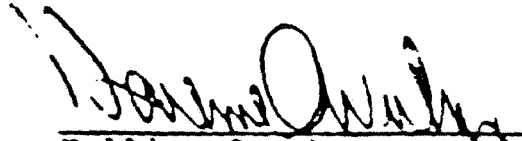
Mr. Halline Overby

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

Sincerely,

  
\_\_\_\_\_  
Thomas J. Lang  
Labor Relations Department

  
\_\_\_\_\_  
Halline Overby  
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

MAY 1 1987

ARTICLE	17
SECTION	
SUBJECT	
REVIEW OF DOCUMENTS	

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

Re: Class Action  
 Venice, PL 33595  
 H4N-3W-C 27743

Dear Mr. Hutchins:

On March 10, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a steward should be provided time on-the-clock to review copies of documents which were provided to him as an alternative to granting him time on-the-clock to review the original documents.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Article 17, Section 3, provides in pertinent part, "(t)he steward...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 . . . during working hours. Such requests shall not be unreasonably denied." Further, Article 17, Section 4, provides for Employer authorized payment to ". . . one Union steward . . . for time actually spent in grievance handling, including investigation . . . ." The parties at this level agree that this includes time for review of documents such as in question. The issue of what is, under given fact circumstances, a reasonable amount of time is not an interpretive issue and should be determined locally or, in the event of a dispute, at the regional level.

Mr. Lawrence G. Hutchins

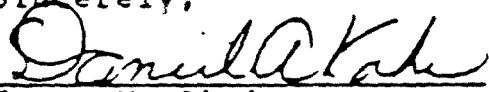
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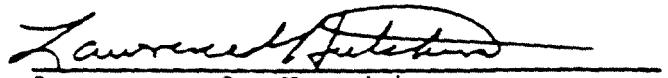
Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

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

Time limits were extended by mutual consent.

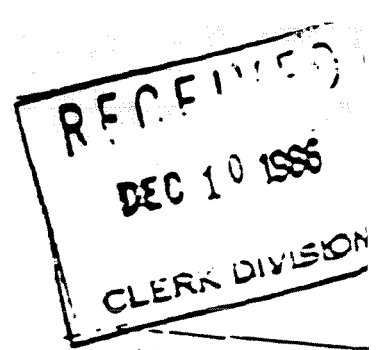
Sincerely,

*fr*  
  
James W. Bledsoe  
Grievance & Arbitration  
Division

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



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



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

Re: D. Smith  
St. Louis BMC, MO 63200-9998  
H4C-4R-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.

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



# REPORTS BY JEFF KEHLERT

American Postal Workers Union ☎ 10 Melrose Avenue ☎ Suite 210 ☎ Cherry Hill, NJ 08003 ☎ (856) 427-0027

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The following reports are available, upon request, from my office:

1. **Sky's the Limit**  
Produced with former National Business Agent for the Maintenance Craft, Tim Romine. This report addresses our ability to obtain "restricted" forms of documentation necessary for enforcement of the Collective Bargaining Agreement with particular emphasis on medical records/information.
2. **Your Rights in Grievance Investigation and Processing**  
An alphabetical compilation of Step 4 Interpretive Decisions on shop stewards' rights and related subjects.
3. **More Rights in Grievance Investigation and Processing**  
A second volume of the Your Rights report including numerous Step 4 decisions.
4. **Grievances in Arbitration**  
A compilation of arbitration decisions on various subjects with a brief synopsis of the awards included.
5. **Vending Credit Shortages and Other Issues**  
A report on multiple subjects including the title subject, use of personal vehicles, Letters of Demand, etc.
6. **Letters of Demand - Due Process and Procedural Adherence**  
A history in contractual application of the due process and procedural requirements of the Employer in issuing Letters of Demand including numerous arbitration decision excerpts and the application of the principle of due process to discipline.
7. **Ranking Positions to a Higher Level**  
Utilization of Article 25 and Employee and Labor Relations Manual Part 230 to upgrade Bargaining Unit Positions to Higher Levels based upon work being performed. (With authoritative arbitral reference.)
8. **Winning Claims for Back Pay**  
Applying Part 436 of the Employee and Labor Relations Manual in conjunction with our Grievance Procedure to obtain denied pay and benefits, up to six years in the past.
9. **Letters of Demand -- Security and Reasonable Care**  
As Management corrects due process and procedural errors when issuing letters of demand, we must turn to other methods of prosecuting grievances for alleged debts. This report addresses F-1 and DMM regulations to enable us to prove security violations exist.
10. **Surviving the Postal Inspection Service**  
This report brings together the crucial information (Situations, Questions and Answers, National APWU Correspondence) necessary for employees and shop stewards on what rights must be utilized when Postal Inspectors come calling. Its goal is to enable Postal Workers to Survive and not lose their livelihood.
11. **Out-of-Schedule Compensation, Strategies for Winning Pay When our Collective Bargaining Agreement is Violated.**  
This report places into a readily accessible package the controlling Collective Bargaining Agreement provisions, arbitral reference, contractual interpretation and strategies necessary to pursue violations of the National Agreement in which out-of-schedule compensation would be an appropriate remedy.
12. **A Handbook: Defense vs. Discipline: Due Process and Just Cause in our Collective Bargaining Agreement**  
The arguments, Collective Bargaining Agreement references, investigative interviews, and arbitral authority brought together to provide the best possible defenses when discipline is issued.