

ADMINISTRATIVE LEAVE
AS THE REMEDY

A STRATEGY BOOK

BY

JEFF KEHLERT

NATIONAL BUSINESS AGENT

AMERICAN POSTAL WORKERS UNION

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*

February 10, 2004



TO:

SUBJECT:

Dear Brothers and Sisters:

This Report - the thirteenth I have produced as a National Business Agent - puts into a concise and readily usable package Union argument and extensive arbitral history necessary to win the Administrative Leave Remedy when certain "time off" guarantees are denied by the USPS. The strategy utilizes the USPS' own authored Handbooks under Article 19 of the Parties' Collective Bargaining Agreement.

Along with the other twelve Reports and Strategy Books, it should promote our ability to best represent the Membership.

Should you have any questions on the Administrative Leave Remedy issue or need further information, please contact me at (856) 427-0027 or e-mail at jkehlert@apwu.org.

Yours in Unionism,

Jeff Kehlert
National Business Agent
Clerk Craft

JK/jl
opeiu#2/afl-cio

ADMINISTRATIVE LEAVE AS A REMEDY FOR COLLECTIVE BARGAINING AGREEMENT VIOLATIONS (FOR MORE THAN STORMS/ACTS OF GOD)

Within the past several years the APWU has been increasingly successful in winning innovative, concrete and viable remedies in Arbitration. Particularly, Administrative Leave is a very valuable remedy which Arbitrators have agreed is both appropriate and solidly based within the Collective Bargaining Agreement. This is not the "Act of God"/Storm Administrative Leave found within the following Leave Regulations of Chapter 5 of the Employee & Labor Relations Manual:

5.19 Administrative Leave

519.1 Definition

Administrative leave is absence from duty authorized by appropriate postal officials without charge to annual or sick leave and without loss of pay.

519.2 Events and Procedures for Granting Administrative Leave

519.21 Acts of God

519.211 General

Acts of God involve community disasters such as fire, flood, or storms. The disaster situation must be general rather than personal in scope and impact. It must prevent groups of employees from working or reporting to work.

Rather, it is the "**Other Paid Leave,**" **Administrative Leave** found in the F-21 Time and Attendance & F-22 PSDS Time and Attendance Handbooks:

HANDBOOK F-21 - TIME AND ATTENDANCE

389 Other Paid Leave

389.1 Definition

- .11 "Other paid leave" is an administrative leave with pay category which will be used only in those situations when the types of leave described elsewhere in this chapter are not applicable or where special leave has been authorized by the management sectional center, district, regional headquarters, or national headquarters.**

389.2 Eligibility

There are no eligibilities for Other Paid Leave. The eligibilities depend on the situation at hand. Questions regarding eligibility should be referred to the appropriate field division or MSC.

HANDBOOK F-22 - PSDS TIME AND ATTENDANCE

391 Other Paid Administrative Leave

391.1 Definition.

Other Paid Leave is an Administrative Leave with pay category that will be used only in those situations when the types of leave described elsewhere in this chapter are not applicable, or where special leave has been authorized by National Headquarters, Regional HQ, Division, or the Management Sectional Center.

391.2 Eligibility

- 391.21 There are no specific eligibility requirements for Other Paid Leave. The eligibilities depend on the situation at hand. Questions regarding eligibility are referred to the appropriate Division.**

As you can see from the above quoted Handbook provisions, the USPS has written - and included within the CBA - the utilization and application of Administrative Leave as "Other Paid

Leave" - "for other purposes" - in scenarios and instances not specifically provided for elsewhere in the Collective Bargaining Agreement.

As the USPS is the sole author of the Handbooks and Manuals under Article 19 - with the Union having neither advisory input nor a role as co-author - the employer is held fully responsible for Article 19 contract language it has written. Should any question of clarity or ambiguity arise with regard to the interpretation or meaning of USPS authored language, then that ambiguity must be construed against the language's author - the USPS. This principle of ambiguity construed vs. the author is set forth in Arbitrator Gerald Cohen's benchmark analysis in case #C4C-4MD 33178 - Flint Michigan - 1987:

Article 19, Handbooks and Manuals, provides that the Handbooks and Manuals are part of the contract. This means that they are as binding on the parties as if they had been negotiated.

However, Article 19 provides that Handbooks and Manuals will be issued by Management, with the Union only having the right to grieve if it feels that there are grounds for grievance. The Union does not have the right to participate in the authorship of the Handbooks or Manuals, nor does it have the right in any way to propose its own language for Handbooks or Manuals. It may only grieve what has been proposed by Management.

There is a rule of contract construction which provides that when a contract is ambiguous, it is to be construed against the party who wrote it. The rule is generally invoked in construing insurance contracts. It is rarely invoked in construing collective bargaining agreements because the usual collective bargaining agreement is the result of joint effort between the parties.

Because of the way that the contract between the parties here is written, the Handbooks and Manuals are not the joint effort of the parties, but are the sole authorship of the Postal Service. Therefore, following the rule of construction of contract law, any ambiguity in the Handbooks and Manuals would be resolved in favor of the Union.

Should the USPS argue that the F-21 and/or F-22's "Other Paid Leave" as Administrative Leave provisions are ambiguous or that the interpretation contained therein is subject to dispute, then the Cohen Award must be presented and argued as dispositive of any ambiguity against the author - the Postal Service.

The ever increasing history illustrative of Arbitrators recognizing and applying Administrative Leave Remedies for violations of the Collective Bargaining Agreement includes:

- ▶ ADMINISTRATIVE LEAVE for non-Overtime Desired List employees improperly required to work in lieu of the Overtime Desired List.
- ▶ ADMINISTRATIVE LEAVE for Holiday non-volunteers required to work when Part-time Flexible clerks were not utilized 12 hours on the Holiday.
- ▶ ADMINISTRATIVE LEAVE for Full-time Regular clerks denied Annual Leave in violation of a proven Past Practice of approval of incidental Annual Leave up to the weekly Local Memorandum of Understanding guarantees.
- ▶ ADMINISTRATIVE LEAVE for a Shop Steward denied release on the clock for grievance related work which was then conducted off the clock.

The texts of these illustrations follow below. The common theme which runs through each is applicable compensation - Administrative Leave - for time off work/away from work which has been denied. A worker is supposed to be off on a Holiday; off on a non-scheduled day; off on Annual Leave; not required to perform grievance work during off time. In each illustration, a worker was denied the right and opportunity to be off work. The day(s)/time denied is now over and in the past - gone forever. There can be no recovery of that particular day/time as a day/time off. So, the next, best, applicable remedy is that the worker be granted a future day/time off at the employer's expense - Administrative Leave. This is at no cost to the employee and with no usage of the employee's earned leave. No leave is used by the worker - the worker is paid to be off. This remedy is as close to a "make whole" remedy - for the time off originally lost - as is possible.

Each of the Awards quoted below is useful as a tool for our reference when formulating remedies for violations and may lead to other Administrative Leave remedies' applications. In addition, each subscribe to the "Remedy Principle" as detailed by Arbitrator Eaton in case #W8N-5K-C 13928, Las Vegas, Nevada - 1983:

That purpose, clearly, is to afford a holiday, not to afford the opportunity to work on a holiday. Hence, even though the Local Agreement has been violated, there is merit in the Postal Service argument that the employees who did not work enjoyed, all the same, the essential right granted to them by Article 11, Section 6 of the National Agreement.

Even so, it flies in the face of equitable considerations, as well as good faith enforcement of contractual requirements, to deny a remedy where a violation has occurred. As the common law maxim has long had it, "There is no right without a remedy." Nor is the party who has violated the Contract - Local or National - given much incentive to observe it in the future if the violation is allowed to occur without penalty.

And now, the illustrations:

In Case #A98C-4A-C 99190776/A98T-4A-C 99190766, Edison, New Jersey, Arbitrator Pecklers states:

AWARD SUMMARY

The United States Postal Service violated Articles 5 and 30 of the National Agreement, when it unilaterally terminated the past practice of granting incidental annual leave during the choice vacation period at the Edison, New Jersey Post Office. The within relief shall therefore be implemented immediately, as described more particularly within.

The remaining issue to be disposed of pertains to the appropriate relief. Obviously, a cease and desist order reinstating the past practice is appropriate and has been so ordered. The Union has additionally requested that administrative leave be paid to all unit members who were denied incidental annual leave during the choice vacation period(s). The Postal Service has countered that such an award would violate the ELM, the "four (4) corners" and create a hostile environment at the Edison Post Office. I respectfully disagree on all counts.

In United States Postal Service and NALC, Case No. C-03039, Arbitrator Eaton stated at page 10:

(e)ven so, it flies in the face of equitable considerations, as well as good faith enforcement of contractual requirements, to deny a remedy where a violation has occurred. As the common law maxim has long had it, "There is no right without a remedy." Nor is the party who has violated the Contract-Local or National – given much incentive to observe it in the future if the violation is allowed to occur without penalty.

Arbitrator Foster has crafted a remedy which the Union herein has requested and with which I concur, in United States Postal Service and NALC, Case No. S1N-3U-C 1824. At page 8, he stated:

(t)he Union has proposed a practical method of putting the clock back and placing the Grievant in as close a position as he would have been had his contract rights not been violated. Accordingly, the award will be to grant Grievant 8-hours administrative leave to use at his discretion within the

next twelve months in order to provide the opportunity for him to enjoy a long weekend holiday as originally planned.

The value of a day off to an employee and his family, during the choice vacation period, which falls predominantly in the summer cannot be underestimated. The award of administrative leave for time denied is therefore proper. It also will serve as a reminder to Management in Edison not to attempt to accomplish by administrative fiat, what they could not at the bargaining table. The numerous other cases awarding administrative leave for various types of contractual violations cited by the Union, are cited with approval and have been read, but will not be recited in the interest of brevity.

This finding expressly rejects the Postal Service's arguments on this issue advanced above. A careful reading of the extensive ELM regulations provided by the Postal Service herein, clearly countenances the award of administrative leave, in my view. In that regard, reference is made to the F-21, Sec. 389.1 (.11) and 389.2. Additional support is found at the F-22, Sec. 391. With respect to the latter, it should be noted that the April 25, 1994 National Day of Mourning cited by the Postal Service as the import of this language is not exclusive. Moreover, the language states: "391.1 Other Paid Leave is an administrative Leave with pay category that will be used only in those situations when the types of leave described elsewhere in this chapter are not applicable OR where special leave has been authorized by National Headquarters, Regional HQ, Division or the Management Sectional Center." (emphasis supplied). Since the ELM is incorporated by reference into Article 19, no four (4) corners violation is present.

In Case #C98C-4C-C 00059546, Warminster, Pennsylvania, Arbitrator Miller states:

As a remedy, the Union seeks to have the FTR's forced to work on December 24, 1999 and December 31, 1999 to receive eight hours of administrative leave for each lost holiday. I consider administrative leave to be an appropriate remedy, to the extent that PTF's and Casuals could have worked on such holidays, and it is consistent with prior arbitral authority permitting such relief.

In Case #W4N-5B-C 8594, Palos Verdes, California, Arbitrator Lange states,

The Union argued that the undersigned has the authority to grant an appropriate Remedy under the National Agreement, even when a Remedy is not specifically set forth therein. The Union further argued that Compensatory Time Off or Administrative Leave would be appropriate in

this matter. The Union offered several arbitration decisions in support of its position. The Union also suggested that the Remedy should be charged to MSC since, in its view, the MSC was responsible for the initial delays regarding the inspections in early 1985 and the delays in implementation of the adjustments in later 1985. Finally, the Union argued that the implementation of the Remedy should be based upon the original requests for route inspections in October 1984.

The Service argued that, although there had been a violation, no real harm had been done to the employees. The adjustments had taken place, albeit after an extended length of time. Certainly some of the affected carriers were on the Overtime Desired List ("ODL"), thus any overtime they worked was not only desired but expected. The Service also suggested that the delays had been caused by the MSC. Finally, penalty overtime would be inappropriate in that no case was ever made for such payment.

In this matter, the undersigned is of the opinion that an award of Administrative Leave for each carrier who requested and was entitled to an inspection and subsequent adjustment is appropriate. The awards issued by Arbitrator Pribble, Arbitrator Dilts, and Arbitrator Render bear striking general similarities to the fact patterns and arguments urged by both parties in the instant matter. In each circumstance the arbitrator ordered some form of pay or time off related to the overtime required to be worked by the carriers due to the failure to the Service to appropriately respond to the route inspection requests. It is true that Arbitrator Dilts limited his award to those carriers who were not on the ODL. Arbitrator Dilts' reasons for limiting the Remedy to only those employees who were not on the ODL may be appropriate, based upon the facts before him.

The Service's inaction on the inspections and adjustments violated the carriers' rights to an eight-hour (8-hour) route, regardless of their individual desire or need for overtime work. A violation of an employee's basic rights is not automatically excused because the employee has volunteered for and received hours of work beyond his or her guaranteed eight (8) hours. As is pointed out in the often quoted Eaton award (W8N-5K-C 139281), "there is no right without a remedy."

In Case #W4N-5T-C 2960, 2961, 2962 & 2963, Arbitrator Render states:

The Arbitrator has also concluded that the grievants are entitled to administrative leave in the amount of overtime that they worked between October 1 and November 16. It appears to the Arbitrator that this was a case in which the Service did not act upon employee requests in a timely

manner. It also appears to the Arbitrator that the grievants can only be made whole by a remedy such as granting administrative leave. The Arbitrator recognizes that many of the events which occurred here were beyond the control of Mr. Valentine but the M-39 handbook and the grievants' settlement which he made were binding agreements which should be followed.

In Case #S1N-3U-C 1824, Houston, Texas, Arbitrator Foster states:

Having concluded that management violated the Local memorandum in forcing the non-volunteer, senior Grievant to work his non-scheduled work day, rather than scheduling by juniority, the more difficult question is the appropriate remedy. Management's advocate properly reminds the arbitrator that its jurisdiction is limited to an application of the National Agreement to the facts of record. At the same time, when an employee has been wronged by an misapplication of the agreement, aggravated in this case is by the last minute frustration of Grievant's four-day holiday plan, it becomes the arbitrator's duty to fashion the most appropriate remedy needed to make the Grievant whole. The Union has proposed a practical method of putting the clock back and placing the Grievant in as close a position as he would have been had his contract rights not been violated. Accordingly, the award will be to grant Grievant 8-hour administrative leave to use at his discretion within the next twelve months in order to provide the opportunity for him to enjoy a long weekend holiday as originally planned.

In Case #S4C-3W-C 15582, Bartow, Florida, Arbitrator Marlatt states:

The Grievance alleges that the Postal Service violated Section 517 of the Employee & Labor Relations Manual by failing to approve a schedule change requested by the Grievant which would allow him to attend a meeting of his Coast Guard Reserve unit, and thereby making it necessary for him to take eight hours of Leave Without Pay (LWOP).

It appears in this case that the SPO did not make "every effort", as specified in the Manual, to allow the Grievant to attend his military training with no loss of pay or benefits. The refusal of the Grievant's request must be justified by a clear showing that it would result in increased costs. When Section 517.722 speaks of "increasing costs," it is referring to the type of situation where the Postal Service might be required to pay overtime to other employees in order to cover for the employee changing his schedule. In this case, there is no indication that it was necessary to assign PTF clerks to fill in for the Grievant on Saturday, and even if this had been necessary, such PTF

clerks could have been shifted from their Monday assignment without incurring any additional costs. There is little more than speculation that the Grievant would have been paid for idle time on Monday, considering the fact that the office was short-handed one full-time clerk and could also have dispensed with the services of up to five part-time flexible clerks. I find that the Postal Service violated the letter and spirit of Section 517 of the ELM which therefore constitutes a violation of Article 19 of the National Agreement.

The Grievant shall be paid eight hours administrative leave at his pay rate applicable on August 25, 1985.

In Case #W4C-5H-C 47462, Stockton, California, Arbitrator Eaton states:

In the circumstances of this dispute the mandatory overtime required was in violation of the National Agreement. Six hours of overtime shall be paid to those who would have been qualified to do the work as follows: two (2) hours to zone 7; one (1) hour to zone 236; and three (3) hours to zone 9.

In addition, the six employees for whom one hour of overtime was mandated shall each receive one hour of administrative leave at a time mutually agreed upon, but within the next 90 days.

In Case #S4C-3U-C 14238, Austin, Texas, Arbitrator Marlatt states:

The Grievance alleges that the Postal Service violated Article 11.6 of the National Agreement and various provisions of the Employee and Labor Relations Manual when it scheduled all full-time regular employees in the Central Mark-Up Unit (except those who would be on annual leave or for whom the holiday was a nonscheduled day) to work the July 4, 1985, holiday, and then revised the schedule the day preceding the holiday directing these employees not to report for work. Some twenty-one full-time employees were so affected.

I find, therefore, that the Postal Service violated Article 11.6 when it scheduled all full-time employees to work the Independence Day holiday without reasonable grounds to believe that none of them could be spared.

The Union seeks as a remedy the payment of overtime to the employees whose work assignments were revoked. This is not a proper remedy for the violation. The employees lost no pay as a result of the rescheduling since they did not in fact report to work on the holiday. The

injury to the employees was the deprivation of the effective benefit of the holiday due to inadequate notice. Therefore, the proper remedy to make them whole for this deprivation is to allow them to take a day of administrative leave at the time of their choice.

AWARD

All employees comprising the class of grievants in this case who are still bargaining unit employees within the Austin Sectional Center may submit a request for one day (8 hours) administrative leave on a date not later than one year from the date of this Award, which requests shall be approved subject to the following:

- (a) Requests must be submitted at least two weeks in advance;**
- (b) Postal Service may, at its option, disapprove requests for absence during the month of December;**
- (c) If more than one employee on the same Tour at the same Pay Location requests leave on the same date, the earlier request shall be approved and the other employee shall submit alternate dates;**
- (d) Requests may be disapproved in cases of extreme emergency.**

Leave taken under this Award shall not be deemed as an unscheduled absence for purposes of discipline or deferral of step increases.

In Case #E0C-2E-C 810, Harrisburg, Pennsylvania, Arbitrator Miles states:

In view of all of the above, it is my considered opinion, after having reviewed and considered the evidence and arguments in this case, that the Postal Service did not meet its burden to prove that the PTF employees who worked on July 3, 1991, Tour 3, were utilized to the maximum extent possible. Therefore, the class action grievance filed in this matter is sustained.

As for the remedy, in accordance with the case decided by Arbitrator Parkinson cited above, as well as the decision by Arbitrator Nicholas H. Zumas, the Full-time Regular employees who were scheduled on the holiday in question, which was their re-designated holiday, shall be awarded an additional fifty (50) percent of their rate of pay for the hours worked. However, as for the employees who were forced to work their lay-off day on July 3, 1991, such employees are to receive 8 hours of Administrative Leave for having been forced to work on their normal lay-off day when PTF employees were not utilized to the maximum extent possible.

AWARD

The Class Action Grievance filed in this case is sustained. The employees who were forced to work on their re-designated holiday on July 3, 1991, Tour 3, are granted an additional fifty (50) percent of their rate of pay for the hours worked. The employees who were forced to work their lay-off day on the day in question, shall receive 8 hours of Administrative Leave.

In Case #E90C-2E-C 92034397, Harrisburg, Pennsylvania, Arbitrator Roberts states:

DECISION

The parties stipulated the Wage Agreement was violated when the Employee was denied the opportunity to take leave. The Employer also agreed the Employee should be made whole but argued that the remedy sought was punitive and inappropriate. The remedy sought and awarded is reasonable and easily justified. Additionally, evidence presented at the hearing shows there was a practice of the Employer providing Administrative leave as a remedy in similar situations.

AWARD

The Grievance is sustained. The Employer shall be granted 16 hours of administrative leave to be used at his discretion.

In Case #C90C-1C-C 94000068, Philadelphia, Pennsylvania, Arbitrator Blackwell states:

Therefore, as indicated, the grievance is meritorious and a sustaining Award is in order. However, the ODL Employees who were allowed to waive the eleventh and twelfth hours of their required twelve hours of the overtime call have not been harmed and the request that they be compensated for all hours worked by the non-ODLs on the dates in question will not be approved. The requirements for administrative leave for all hours worked by the non-ODL Employees on December 18 and 23, 1992 is an appropriate remedy, in light of the Postal Service violation of the Agreement and accordingly, the request in the remedy for administrative leave will be sustained.

DECISION AND AWARD

The Postal Service violated Article 8.5.E. and G. of the National Agreement, on December 18 and 23, 1992, in the manner alleged by the Union. Accordingly, the grievance is sustained to the extent that the Postal Service is directed to grant Administrative Leave to the non-ODL Employees who worked on these two (2) dates, equivalent to the number of hours they worked on such days.

In Case #C94C-1C-C 97017816, Southeastern, Pennsylvania, Arbitrator Miller states:

With respect to the appropriate remedy for this case, the Union has contended that administrative leave should be provided to the non overtime desire list employees who were required to work overtime rather than certain overtime desire list employees who did not work a maximum amount of overtime. The Postal Service contends a remedy of this nature would be inappropriate because it would be outside the scope of what is contemplated by "administrative leave" provisions of the ELM. I have carefully considered the arguments and contentions of the parties. In my opinion, based upon the unique circumstances which occurred in this situation, this would be the kind of case where providing administrative leave to those non overtime desired list employees who were required to work overtime because certain overtime desired list employees were not required to work overtime in accordance with the Agreement would be justified. Furthermore, the request for administrative leave is appropriate to the extent that it is to be granted to non overtime desired list FSM Clerks who would not have worked overtime to the extent such employees worked overtime, had the overtime desired list FSM Clerks worked overtime in accordance with Article 8, Section 5 D and G of the Agreement.

The Postal Service violated Article 8, Section 5 D and Article 8, Section 5 G of the Agreement when it utilized non overtime desired list FSM Clerks for overtime on September 6-7, 1996, without maximizing the overtime desired list of FSM Clerks. Accordingly, the grievance is sustained to the extent that the Postal Service is directed to grant administrative leave to the non overtime desired list FSM Clerks who would not have worked overtime on September 6-7, 1996, if the FSM Clerks had been maximized regarding overtime.

In Case #S4T-3T-C 13446, Jacksonville, Florida, Arbitrator Marlatt states:

I find, therefore, that the Postal Service violated Article 17.3 by failing to provide Mr. Robbins a safe place to perform his Union duties on August 3.

The Postal Service next argues that the Union has the burden of proof that Mr. Robbins actually spent four hours at home working on grievances. They produced copies of some of the grievances he claimed to have been working on, and some of these were dated three to six days later. I do not find these dates sufficient to rebut the Grievant's testimony. The work done at home by Mr. Robbins may have involved investigation of the facts by telephone, or preparing certain portions of the documents, or any one of many other tasks. There is no evidence that Mr. Robbins requested more time on the clock to work on these same grievances between August 3 and the date the Union documents were turned in.

I agree that this argument is correct, and that I cannot order the Postal Service to pay Mr. Robbins for time voluntarily spent by him off the clock performing Union duties. However, there cannot be a right without a remedy, and apparently Arbitrator Bowles did not recognize the obvious relief to which the steward was entitled, namely, compensatory time in the form of administrative leave. Nothing in the National Agreement prohibits such a remedy.

AWARD

The grievance is sustained. The Postal Service shall allow Mr. Robbins to apply for and be granted four consecutive hours of paid administrative leave at any time within 30 days from the receipt of this Award.

As always, any request for Administrative Leave must be made no later than at the Step 2 meeting. Preferably, the remedy is to be included within the body of the Step 2 Appeal. The evolution of the parties' strict compliance to the full disclosure commitment within the Grievance Procedure will effectively bar our ability to raise Administrative Leave as a remedy if it is not specifically raised at Step 2:

Article 15 Section 2 Step 2

(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.

Should Administrative Leave be raised orally - as the requested remedy - at the Step 2 hearing,

that "raising" must be memorialized into the Union's grievance appeal within the Article 15.2

Step 2g "Additions and Corrections" to the USPS Step 2 decision:

Article 15.2 Step 2:

(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.

Should the Step 2 representative accurately reference this raised oral remedy within the body of the USPS Step 2 decision, then there would be no need to reference same in the Additions/Corrections. However, such "accurate" portrayal within the USPS Step 2 decision of orally raised Step 2 hearing Union arguments is extremely rare and is not to be expected.

Utilizing this Administrative Leave remedy strategy can only enhance our ability to achieve solid, corrective remedies for our members which will serve as potentially strong deterrents against future violations of our Contract with the Postal Service.

My thanks to National Business Agents Charlie Robbins, Troy Rorman and Steve Zamanakos for responding to my request for additional arbitral reference for this Book.

Should you have any questions on the Administrative Leave Remedy issue or need further information, please contact me at (856) 427-0027 or e-mail jkehlert@apwu.org.

Education continues to be our best foundation for the best representation.

Yours in Unionism,

A handwritten signature in black ink, appearing to read "Jeff", written in a cursive style.

Jeff Kehlert
National Business Agent
Clerk Craft

JK/jl
opeiu#2/afl-cio

REPORTS BY JEFF KEHLERT

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

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.