

YOUR 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

Dear Brothers and Sisters:

The enclosed report is a compilation of pertinent Step 4, Interpretive, resolutions which pertain to Stewards' rights and grievance processing. The table of contents is structured alphabetically for quick reference of the issues addressed by the decisions.

I have also included several Step 4 settlements and an Arbitrator's decision concerning documentation requests necessary in grievance processing. These are an addendum to the "Sky's the Limit" report Maintenance National Business Agent, Tim Romine, and I produced in 1987.

I believe this package, like its predecessor, "The Sky's the Limit", will prove to be a useful tool for the Steward and Local Officer in enforcement of our Collective Bargaining Agreement.

Yours in Unionism, I am

A handwritten signature in cursive script that reads "Jeff".

JEFF KEHLERT
National Business Agent
Clerk Craft

JDK:svb
OPEIU #2/afl-cio

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Kenn E...

OFFICE OF LAW
GAINESVILLE, FLORIDA 32611
19041392-0211

54

Mr. Frank M. Dyer, Labor Relations
Representative
United States Postal Service
Employee & Labor Relations
Tampa, FL 33602

ARTICLE	17
SECTION	INFORM.
SUBJECT	REQUES
MEDICAL	

Mr. James B. Loper
Hamilton & Douglas, P.A.
2620 W. Kennedy Boulevard
Tampa, FL 33609

RECEIVED
APR 24 1979

Re: Release of Medical Information
Yereatha Lee Arbitration
Tampa, FL

HAMILTON & DOUGLAS, P.A.

Gentlemen:

The undersigned has carefully reviewed your arguments in the above matter.

Under Article XXXI, Section 2 of the agreement, the Employer is to make available to the Union all relevant information necessary for the processing of grievances. The Arbitrator herewith finds that the requested medical information and light duty requests of other employees is relevant to the issue of whether Grievant was treated in a disparate manner and in violation of the agreement. Accordingly, the undersigned concludes that under Article XXXI, Section 2 of the Collective Agreement, the Employer is required to provide the information requested by the Union in its letter of March 7, 1979, as amended by its letter of March 20, 1979. It is herewith so ordered.

The Arbitrator further notes that the privacy of the affected employees should be adequately protected by the Union suggestions that the names of employees be blanked out.

When the material has been reviewed and the parties are prepared to continue the hearing in the matter, kindly notify me.

Sincerely yours,

Robert B. Moberly
Robert B. Moberly
Arbitrator

Enclosure: Brief of opposing party



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

JUN 07 1985

Mr. James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3339

ARTICLE	17
SECTION	
SUBJECT	
<i>Responsible</i>	
<i>Bliss</i>	

Re: Class Action
Jacksonville BMC, FL 32099
H1C-3W-C 44345

Dear Mr. Connors:

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

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

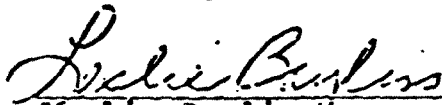
During our discussion, it was mutually agreed that the following would represent a full settlement of this case:

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


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

Time limits were extended by mutual consent.

Sincerely,



Leslie Bayliss
Labor Relations Department



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

SETTLEMENT AGREEMENT

100-1-1
Richardson
12/1

The American Postal Workers Union and United States Postal Service

agree that the following terms and conditions will settle all issues in dispute in grievances NSC-1M-C-3719/3851 (AS-N-264).

1. Under Article XVI of the National Agreement a supervisor's discussion with an employee is not considered discipline and is not grievable, and "no notation or other information pertaining to such discussion shall be included in an employee's personnel folder."
2. The Postal Service acknowledges that the spirit and intent of Article XVI is to provide a mechanism for a supervisor to discuss perceived work deficiencies with an employee without such discussion taking on the formality or significance of disciplinary action. Accordingly, although Article XVI permits a supervisor to make a personal notation of the date and subject matter of such discussions for his own personal record(s), those notations are not to be made part of a central record system nor should they be passed from one supervisor to another.
3. The Postal Service acknowledges that a supervisor making personal notations of discussions which he has had with employees within the meaning of Article XVI must do so in a manner reasonably calculated to maintain the privacy of such discussions and he is not to leave such notations where they can be seen by other employees.
4. As a remedy to grievance NBC-1M-C-3851, the Postal Service assures the union that no records presently exist which purport to document any discussion which was the subject of the grievance.

WILLIAM E. HENRY, JR.
Director, Office of Grievance
and Arbitration
Labor Relations Department.

John P. Richards

JOHN P. RICHARDS
Director, Industrial Relations
American Postal Workers Union
AFL-CIO

Date

May-12-1981

Date



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

April 29, 1980

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

Re: APWU - Local
Wichita, KS
A8-C-0663/C8C4HC14453
APWU - 0663

Dear Mr. Wilson:

On April 24, 1980, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

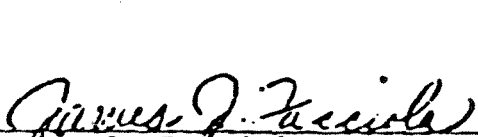
The question raised in this grievance is whether it was proper for local management to deny the Union's request to review and copy the supervisor's Step 1 grievance worksheet.

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

The parties mutually agree that the disclosure provisions set forth in Article XV, XVII and XXXI of the 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 a copy of this letter as your acknowledgment of the agreed to interpretation.

Sincerely,


James J. Facciola


Kenneth D. Wilson

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

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September 27, 1983

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

ARTICLE	17
SECTION	
SUBJECT	
INFORMATION	
REQUESTS. ORAL	

Re: G. Klein
Tampa, FL 33622
H8C-3W-C 32282

Dear Mr. Wilson:

This replaces my letter of August 24, 1983.

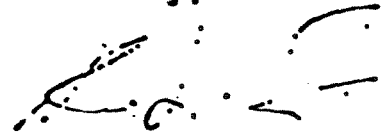
On August 5, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


The grievance concerns whether management may require union stewards requesting information pursuant to Article 17 to submit this request in writing.

We mutually agreed that there is no mandatory contractual requirement to submit information requests pursuant to Article 17 in writing. However, the parties further recognize that for obvious administrative purposes, for both the union and management, such requests are best submitted in writing. In fact, most locals have developed a format for that purpose.

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

Sincerely,


Robert L. Eugene
Labor Relations Department


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



93

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

012111

DEC 9 1985

15
EEO - SETTLE

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

Re: Class Action
Knoxville, TN 37901
H1C-3F-C 25743

Dear Mr. Anderson:

On April 23, 1985, 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 administrative EEO case can be settled in a manner that is contrary to the provisions to the National Agreement.

During our discussion, we mutually agreed:

Equal Employment Opportunity settlements may
not take precedence over the language contained
in the collective-bargaining agreement.

Accordingly, the parties at Step 3 are to determine if the employee was properly detailed to the subject position in accordance with the contractual provisions of the National Agreement.

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

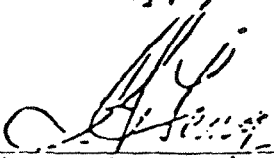
94

2

Mr. Gerald Anderson

This supersedes my letter dated July 31, 1985.

Sincerely,



Thomas J. Lang
Labor Relations Department



Gerald Anderson
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO



RECEIVED
APR 23 1984
COMMUNICATIONS SECTION

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, S.W.
Washington, DC 20250

103

APR 19 1984

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

INDEXED 17
SERIAL 6
SUBJECT
Overstated

Re: Local
Phoenix, AZ 85026
HLC-SK-C 424

Dear Mr. Connors:

On March 23, 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 employees are permitted to fill out Standard Form 1178 (Authorization for Deduction of Union Dues) during employee orientation.


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

Completion of SF 1178¹⁷ as identified in ELM 913.414 may be accomplished during employee orientation in the area designated by management.

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

Sincerely,


Thomas J. Lang
Labor Relations Department


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



100

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20050

JAN 28 1982

ARTICLE	17
SECTION	
SUBJECT	
ORIENTATION ALLIANCE	

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

A8-52685
Re: Class Action
San Antonio, TX 78284
H8C-3U-C-34665

Dear Mr. Wilson:

On January 21, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

During our discussion, we agreed to resolve this case based on our understanding that the National Alliance of Postal and Federal Employees is not permitted an unfettered right to address new employees during orientation but, are limited in remarks to areas where it has a recognized role in relations with postal employees; specifically, dues checkoff, health benefits, credit unions, and EEO complaint processing.

The time limit for processing this grievance was extended by mutual consent.

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

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

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

FEB 03 1982

9

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20268-0001

LETTER
CLEAN DIVISION

ARTICLE 17
SECTION _____
SUBJECT _____
ORIENTATION

DEC 17 1984

101

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: M. Stoddard
Spokane, WA 99210
HIC-5D-C 21764

Dear Mr. Connors:

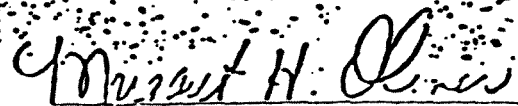
On December 6, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


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 and return the enclosed copy of this letter as your acknowledgment of your agreement to resolve this case.

Sincerely,


Margaret H. Oliver
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

February 23, 1982

1977 AGREEMENT
ARTICLE 17 SECTION
SUBJECT Release
Celebrity Time
APWU DIST # _____

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

APWU 5-2223

Re: APWU - Local
Miami, FL 33152
HBC-3W-C-29737

Dear Mr. Wilson:

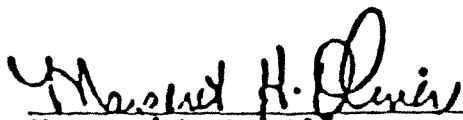
On February 17, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

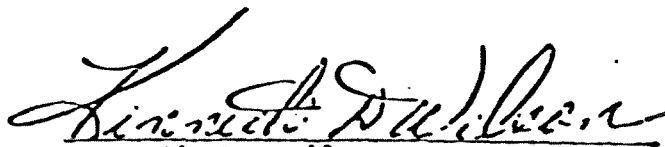
The question raised in this grievance involves requesting union stewards to estimate the amount of time needed to process a grievance.

During our discussion, we agreed that management may ask a steward seeking permission to investigate, adjust, or write a grievance to estimate the length of time that the steward anticipates he or she will be away from the work station.

Based on the above, we agreed to resolve this case. Please sign a copy of this letter as your acknowledgment of 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

FEB 25 1982



RECEIVED
MAY 2 1984

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20050

APR 21 1984

87

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

ARTICLE	17
SECTION	4
SUBJECT	STEP 2 MEET
	OUTSIDE WORK HOURS

Re: Local
Fresno, CA 93706
HLC-5B-C 17671

Dear Mr. Connors:

On February 24, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether an employee is entitled to overtime compensation for time spent at a grievance hearing outside of their regular work hours.

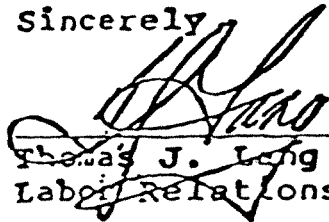
After further review of this matter, we agreed that there was no national interpretive issue fairly presented as to the meaning and intent of Article 17 of the National Agreement. This is a local dispute over the application of Article 17, Section 4 of the National Agreement. We agree that Article 17 contains no provisions for compensating employees whose attendance at grievance hearings extends beyond their normally scheduled work hours. The parties at Step 3 are to apply the above understanding in order to resolve this case.


Accordingly, we agreed to remand this case to Step 3 for further consideration by the parties.

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

Time limits were extended by mutual consent.

Sincerely


Thomas J. Long
Labor Relations Department


James Connors
Assistant Director
Clerk Craft Division
American Postal Workers Union, 12

95

Memorandum of Understanding

It is agreed by the United States Postal Service; the National Association of Letter Carriers, AFL-CIO; and the American Postal Workers Union, AFL-CIO, that the processing and/or arbitration of a grievance is not barred by the separation of the grievant, whether such separation is by resignation, retirement, or death.

W. E. Henry, Jr.

William E. Henry, Jr.
Director, Office of Grievance
and Arbitration
United States Postal Service

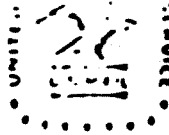
Vincent R. Sombrotto

Vincent R. Sombrotto
National Association of
Letter Carriers, AFL-CIO

William Burrus

William Burrus
American Postal Workers Union
AFL-CIO

October 16, 1981



UNITED STATES POSTAL SERVICE
 475 L'Enfant Plaza, SW
 Washington, DC 20050

1,5
 15
 STEP 2
 GRIEVANT A
 MEETING

DEC 3 1985

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

Re: Local
 Tacoma, WA 98413
 H4C-5D-C 5830

Dear Mr. Tunstall:

On October 31, 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 the grievant has a right to attend the Step 2 meeting with the union representative.

During our discussion, we mutually agreed that the following constitutes full settlement of this case:

The necessity of the presence of a grievant at a Step 2 meeting is determined by the union.

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

Mr. Robert Tunstall

46
2

Time limits were extended by mutual consent.

Sincerely,

Muriel Aikens

Muriel Aikens
Labor Relations Department

Robert L. Tunstall

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

5 12-11 2000
UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20049

April 23, 1982

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

43
19
INFO. REQUEST
MGT. DESIGNATE

Re: T. Ghafoor
Pittsburgh, PA 15230
H1C-2F-C-1244

Dear Mr. Wilson:

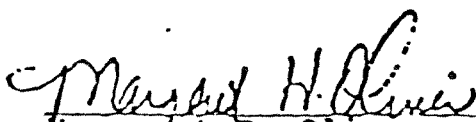
On April 21, 1982, we met to discuss the above-captioned grievance at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.


The question raised in this grievance involved a request for a document from a union steward to an employee who had not been designated by management to provide the information.

During the discussion, we agreed that there was no dispute relative to the Union steward's entitlement to the document requested and that, should there have been, such a dispute would have been left for local resolution. We also agreed that management retains the right to designate who will provide appropriate documents to union stewards.

Based on the above, we agreed to resolve this grievance. Please sign a copy of this letter as acknowledgment of your agreement to this resolution.

Sincerely,


Margaret H. Oliver
Labor Relations Department


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

UNITED STATES POSTAL SERVICE

4751 E. Potomac Pk., SW
Washington, DC 20260

69

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

AUG 16 1984

INDEXED
SERIALIZED
SUPERVISOR
Super
Att

Re: Class Action
Des Moines, IA 50318
BLC-4K-C 26345

Dear Mr. Connors:

This supercedes the Step 4 decision letter dated July 26, 1984.

On August 9, 1984, we met to rediscuss the above-captioned case at the fourth step of the contractual grievance procedure.

The question raised in this grievance involved whether management is required to release attendance records of supervisory personnel when requested by the union.

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

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

RECEIVED
AUG 17 1984
AFWU
CLERK DIVISION

1

70

MR. JAMES CONNORS

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

Sincerely,

Daniel A. Kahn

James Connors

Daniel A. Kahn
Labor Relations Department

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

9

9

UNITED STATES POSTAL SERVICE
CUSTOMER SERVICE
WASHINGTON, DC 20260

7

POSTAL	17
SECTION	
SUBJECT	
GENERAL	
NATURE	

JUL 26 1984

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

Dear Mr. Connors:

On June 12, 1984, we met to discuss the above-captioned grievance 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.

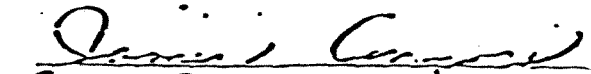
We mutually agreed that this grievance does not fairly present an interpretive dispute. There is nothing improper about the supervisor requiring an employee to relate the general nature of the problem or grievance before the employee sees a steward. However, the employee should not arbitrarily be required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

Please sign and return the enclosed copy of this decision's 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

38

SEARCHED
SERIALIZED
INDEXED
FILED
JUN 07 1985
FBI - CLARK

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

JUN 07 1985

Re: V. Randle
Sacramento, CA 95813-9998
HIT-SM-C 28879

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 of the National Agreement by denying a steward's request to interview employees of different crafts.

After further review of this matter, we agreed that there was no national interpretive issue fairly presented as to the meaning and intent of Article 17 of the National Agreement.

The parties at this level agree that a steward may interview employees of different crafts if such request is being made pursuant to Article 17, Section 3, of the National Agreement. However, if the steward is investigating a grievance not relevant to the steward's craft, the provisions of Article 17, Sections 2.B. and 2.E., must be followed.

Accordingly, we agreed to remand this case to Step 3 for further consideration by the parties.

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

Time limits were extended by mutual consent.

Sincerely,

Leslie Bayliss
Leslie Bayliss
Labor Relations Department

James Connors
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

May 14, 1982

37

1978 AC

ARTICLE 17 SE

SUBJECT

INTERVIEW

SUITABLE

APWU NAT #

AS

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

Re: APWU - Local
Atlanta, GA (BMC)
BSC-3D-C-25721

Dear Mr. Wilson:

On April 28, 1982, we conducted a pre-arbitration discussion of the above-referenced case.

The question raised in this grievance is whether or not the space designated by management at the Atlanta BMC for conducting Step 2 hearings is unsuitable, as alleged by the Union.

During the discussion, it was mutually agreed that a National interpretive question was not fairly presented in the particulars evidenced in the case.


We did agree that if a steward deems it appropriate to interview a grievant outside the immediate work area, the steward shall not be unreasonably denied.

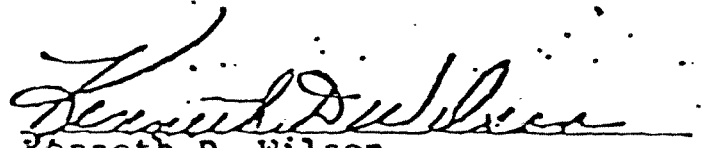
Accordingly, as further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary.

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

Sincerely,

MAY 18


George S. McDougald
General Manager
Grievance Division
Labor Relations Department


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

UNITED STATES POSTAL SERVICE

Washington, DC 20560

November 17, 1982

LR300:WEHenry:ltd:4130

125

Re: Letters of Information/Letters
of Concern

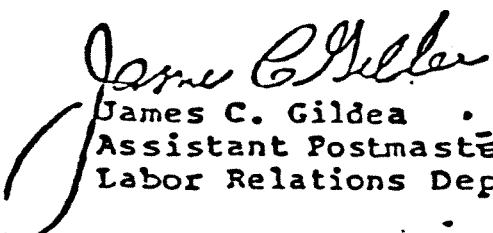
Regional General Managers
Labor Relations Division

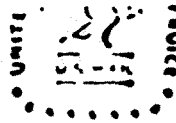
Directors and General Managers
Labor Relations Department

It has come to our attention through grievances appealed to step 4 that local managers in some areas are issuing "Letters of Information" or "Letters of Instruction" to employees, bringing to their attention matters of concern to local management about possible improprieties on the part of the employees. Such a procedure is highly suspect and is an attempt to avoid the discussion process provided in Article 16 of the National Agreements.

The use of such letters serves no useful purpose as an element for consideration in future actions against an employee, particularly when Article 16, Section 2, places the responsibility on management to discuss minor offenses with the employee.

Letters of Instruction and Letters of Information or similar type missives are not appropriate and will be discontinued immediately.


James C. Gildea
Assistant Postmaster General
Labor Relations Department



ARTICLE 22 SECTION
SUBJECT *Bulletin*

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20060

October 15, 1981

AGENCY MATR # *B8-E*

OCT 16 1981

INDUSTRIAL
RELATIONS

Mr. John P. Richards
Director, Industrial Relations
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

A8.E-180

Dear Mr. Richards:

On October 13, 1981, you met with Frank Dyer in pre-arbitration discussion of ESC-NA-C 49 and B8C-2B-C 9351. After a thorough discussion of the issue it was agreed that the following would represent a full settlement of the cases; in compliance with Arbitrator Gamser's Award of case N8-W-0214.

Management will not interfere with the posting of notices containing the names of non-members unless or until the Postal Service can prove that the material is unsuitable for posting because it has caused or will cause an adverse impact upon the ability of postal authorities to direct the work force and to manage its operations efficiently and productively.

Please sign the attached copy of this letter acknowledging your agreement with this settlement, withdrawing B8C-NA-C 49 and B8C-2B-C 9351 from the pending national arbitration listing.

Sincerely,

Sherry S. Barber

Sherry S. Barber
General Manager
Arbitration Division
Office of Grievance and
and Arbitration
Labor Relations Department

John P. Richards

John P. Richards
Director, Industrial Relations
American Postal Workers Union,
AFL-CIO

UNITED STATES POSTAL SERVICE
475 U.S. Post Office, SW
Washington, DC 20260
October 15, 1982

111

ARTICLE	17
SECTION	
SUBJECT	CAMERA Work Room

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

Re: F. Bates
Cleveland, OH 44101
HIC-4E-C-7517

Dear Mr. Wilson:

On September 23, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

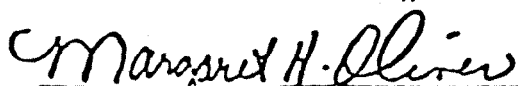
The question in this grievance is whether or not management officials violated Article XVII of the National Agreement when they refused to allow a Union steward to take photographs inside the Cleveland facility as part of his investigation and support of a grievance.


During our discussion, we agreed that allowing Union stewards to bring camera equipment on the workroom floor for the purpose of photographing mail processing operations is not within the purview of Article 17.

Accordingly, we agreed to resolve this case based on the above.

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

Sincerely,


Margaret H. Oliver
Labor Relations Department


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

union's bulletin boards which is not "suitable" within the meaning of Article XXII of the National Agreement. We have concluded, therefore, that it is neither illegal nor improper for a majority union to display such notices on bulletin boards furnished under the National Agreement.

James C. Gildea
James C. Gildea
Assistant Postmaster General
Labor Relations Department

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20530

JUN 30 1975

ARTICLE	22
SECTION	
SUBJECT	
BULLETIN BOARD	

MEMORANDUM FOR: All Assistant Regional Postmasters General for Employee and Labor Relations

SUBJECT : Majority Union Bulletin Board Postings Listing Non-Members

In recent months, we have received several inquiries on whether it is illegal or improper for a postal union that is the lawful majority representative of the employees in a postal installation to post on its bulletin boards in the installation a list of the names of employees who have not joined that union. In the event that this issue arises in your Region, and in order to assure a uniform Postal Service position, please be advised that we have carefully considered the issue and have concluded that such postings are neither illegal nor improper.

We are, of course, sensitive to the right of postal employees to decide whether or not to join a union and to be free of interference from any source in making the decision. It is with this fundamental guiding principle in mind that we have considered this question. After giving the matter full consideration, we are of the opinion that the mere naming of employees who have not joined the majority union does not constitute a threat or reprisal which illegally coerces or restrains those employees in exercising their right not to join the union. Nor does such a posting demonstrably create such dissension or animosity among employees as would interfere with, or disrupt, postal operations. Accordingly, we cannot say that the disputed posting constitutes a use of a majority

I N T E R P R E T A T I O N

Article XV, Step 1

Page 39

A8-W-538

Phoenix, Arizona

Supervisors Shall Discuss All Grievances
Filed By Union At Step 1

Article XV, Step 1:

"Step 1: (a) Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. The employee if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. The Union also may initiate a grievance at Step 1 within 14 days of the date the Union first became aware of (or reasonably should have become aware of) the facts giving rise to the grievance..."

The instant grievance alleged an employee was given an "informal discussion" by a supervisor when the employee attempted to correct a problem on his tour involving the LSM crew. He noticed the machine was running faster than required in the M-54 Handbook. He could not locate his immediate supervisor. He sought another supervisor, who subsequently advised the employee he was being given an "informal discussion". When the grievance was filed at Step 1, the supervisor refused to discuss it because it contained a "discussion" of an employee.

Management contended the supervisor in this instance gave the proper response to the Steward involved.

Step 4 Settlement, February 28, 1980:

"In settlement of this grievance, it is agreed that supervisors shall discuss all grievances filed by the Union at Step 1.

"This decision is not intended to preclude supervisors from rejecting grievances which they believe are not grievable under the terms of the National Agreement."

Union Notation: The word "rejecting" in the above-cited decision merely means a supervisor can deny a grievance. He can not merely "reject" it out of hand.



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

FEB 28 1980

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

Re: APWU Local
Phoenix, AZ
A8-W-0538/W8C5KC7203
APWU 0538

Dear Mr. Wilson:

On February 19, 1980, 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.

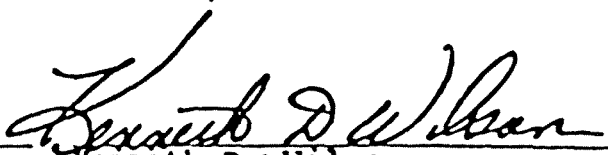
In settlement of this grievance, it is agreed that supervisors shall discuss all grievances filed by the Union at Step 1.

This decision is not intended to preclude supervisors from rejecting grievances which they believe are not grievable under the terms of the National Agreement.

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, SW
Washington, DC 20260

14

October 6, 1982

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

STEP 1 LOCAL

Re: APWU - Local
Miami, FL 33152
HLC-3W-C-9224

Dear Mr. Wilson:

On September 23, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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


The question in this grievance is whether management violated Article 15 of the National Agreement when Step 1 grievance settlements were not reduced to writing.

During our discussion, we mutually agreed to resolve this case based upon our understanding that, contractually, management is not required to render Step 1 resolutions in writing. We further agreed that both parties are expected to honor all commitments made during the Step 1 discussion.

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

Sincerely,


Joan S. Palmer
Labor Relations Department


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

OCT 7 1982

UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, S.W.
Washington, DC 20560

October 1, 1982

25
RECEIVE

Mr. John P. Richards
Director, Industrial Relations
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005

OCT 4 1982
INDUSTRIAL RELATIONS
ARTICLE 15
SECTION 2
SUBJECT
IMMEDIATE
SUPERVISOR

Re: Moe Biller
Washington, D.C. 20005
HIC-NA-C 17

Dear Mr. Richards:

On September 15, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question raised in this grievance is whether Article 15 of the National Agreement is being violated at the Warren, R.I. Post office when the postmaster discusses grievances at Step 1.

At the Warren office, there are less than twenty (20) bargaining unit employees. There are two (2) management officials, a line supervisor and a postmaster. The postmaster works as a line supervisor at least one full day per week and four hours per day on all other days.

The Union's position is that there is no provision in Article 15 for a Step 1 designee, and that Step 1 discussions must be held with the employee's immediate supervisor.

It is the position of the Postal Service that, normally, a first line supervisor is the immediate supervisor who handles Step 1 discussions; however, in circumstances such as those at the Warren Office where two management officials share line supervisory duties, we contend that it is entirely reasonable to make an exception.

During our discussion, we exchanged the above positions and agreed that in full and final resolution of this case, management at the Warren office will ensure that bargaining unit employees will be kept informed as to who the proper official is for the purpose of discussing Step 1 grievances.

We agreed that when the Postmaster is serving as the immediate supervisor, he will be the Step 1 official and will inform the employees, and when the line supervisor is serving as the immediate supervisor, he will be the Step 1 official and will so inform the employees under his supervision.

This agreement is without prejudice to the position of either party and specifically applies to the situation at the Warren R.I. post office.

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

Sincerely,

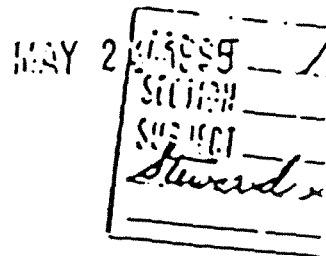
Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

John P. Richards
John P. Richards
Director, Industrial Relations
American Postal Workers Union,
AFL-CIO

cc: Postmaster - Warren, R.I.

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, S.W.
Washington, DC 20000

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: C. Smith
West Palm Beach, FL 33401
HIC-3W-D 40253

Dear Mr. Connors:

On May 2, 1985, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure. We again discussed this matter on May 14, 1985.

The issue in this grievance is whether management properly settled the adverse action in question at a lower stage in the grievance-arbitration procedure.

After further review of this matter, we mutually agreed that there was no national interpretive issue fairly presented in this case. Whether the union, in this instance, was a participant in grievance discussions at Step 1 is a local factual dispute.

Should a union representative participate in a Step 1 grievance discussion, at the request of the aggrieved employee, the union representative shall also participate in reaching a settlement of the case. If the employee does not request union representation, however, management has no contractual obligation to include the union in any settlement of the said grievance at Step 1.


Accordingly, as we further agreed, this case is hereby remanded to Step 3 for application of the above provisions.

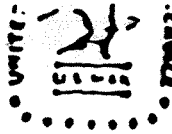
Please sign and return the enclosed copy of this decision as acknowledgment of our agreement to remand this grievance.

Time limits were extended by mutual consent.

Sincerely,


Muriel Aikens
Labor Relations Department


James Connors
Assistant Director
Clerk Craft Division



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260
August 20, 1982

ARTICLE	17
SECTION	
SUBJECT	
STEP 1	
UNION WORKERS	

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

Re: Class Action
Wilson, NC 27893
RLC-3P-C-6922

Dear Mr. Wilson:

On August 4, 1981, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

The question in this grievance is whether or not management violated Article 17 of the National Agreement when management would not allow a local Union steward time to write up a grievance on the Union's standard grievance outline work sheet. Local management's position was that no form should be completed until the employee and supervisor have discussed the grievance.

Article 15, Section 2, of the National Agreement entitles an employee to discuss a grievance with his immediate supervisor. It also entitles the employee to be accompanied and represented by the employee's steward or a union representative.

Article 17, Section 3, of the National Agreement entitles the steward to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance.

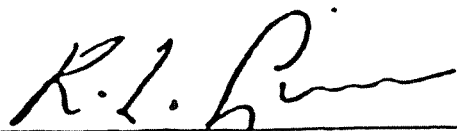
Mr. Kenneth D. Wilson

2

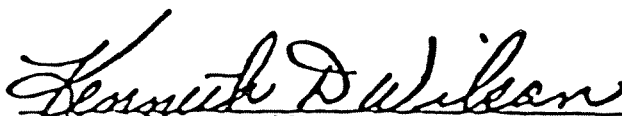
It seems logical that the Union would develop an internal format to ensure consistency and efficient use of the time allotted for a steward to interview a grievant or potential grievant. Not every item on the form would be completed in every case, as it may be determined that no corrective action or management response is required. Further, the form is completed during the interview and would consume no more time than any other method of note taking. Therefore, the Union steward may, while interviewing a grievant or potential grievant, complete his grievance outline worksheet.

If you agree with the position stated above, please sign the attached copy of this decision as your acknowledgment of agreement to resolve this case.

Sincerely,



Robert L. Eugene
Labor Relations Department



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



85

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20005

July 16, 1980

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

Re: N. Blanco
Miami, FL
AP-S-0759/S8C3WC14854
APWU - 0759

Dear Mr. Wilson:

On July 3, 1980, 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 concluded that the question in this grievance is whether under Article XV of the National Agreement, a Union officer actively employed at the installation and who was not the steward who processed the grievance at Step 2 can be the Union representative responsible for preparing any corrections or additions to the Step 2 decision and the appeal to Step 3, on-the-clock.

After reviewing the information provided, it is our position that Article XV indicates that the Union representative who presents the grievance at Step 2 should also be the one who prepares any necessary corrections and additions to the Step 2 decision. The Union can designate an officer (actively employed for pay purposes.) to prepare the appeal to Step 3.

This opinion, is supported by the following excerpts from Article XV:

Art. XV, Section 2C - The installation head or designee will meet with the steward or a Union representative This phrase gives both Management and the Union the prerogative to designate anyone of their choosing to participate in the

Art. XV, Section 2D - At the meeting the Union representative shall make a full and detailed statement of facts relied upon This phrase indicates that one individual was selected to discuss the grievance.

Art. XV, Section 2F - Where agreement is not reached the Employer's decision shall be furnished to the Union representative in writing Here, again, one person, obviously the same person who discussed the grievance, will receive the written answer.

Art. XV, Section 2G - If the Union representative believes that the facts or contentions set forth in the decision are incomplete or inaccurate, such representative should within ten days of receipt of the Step 2 decision, transmit corrections or additions desired necessary This passage clearly indicates that the same person who receives the answer in Section 2F is to prepare corrections or additions.

Art. XV, Section 2H - The Union may appeal an adverse Step 2 decision to Step 3. Note that the term the union representative is replaced by the Union. At this point, the Union has an option of designating someone else to prepare the appeal.

In the instant grievance, we conclude that the Clerk Craft President may prepare the appeal to Step 3 on-the-clock if he is the one person designated to do so by the Union. He may not prepare any corrections or additions to the Step 2 decision on-the-clock, if he was not the Union representative at step 2.

Sincerely,


Robert L. Eugene
Labor Relations Department

98

INTERPRETATION

Article XIX, Paragraph 1

Page 55

A&W-0965

(W8C-SDC-12123)

Portland, Oregon

STEWARD RECEIVES SAME BREAKS WHILE WORKING LSM AS OTHER EMPLOYEES, EVEN WHEN SOME OF THAT TIME IS SPENT ON UNION BUSINESS

Article XIX, Paragraph 1:

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect...".

At issue in this case is whether a steward, who is an MPLSM operator, should be granted a fifteen (15) minute break when a portion of the two (2) hours preceding the break was spent on union business instead of machine duties.

The local Union took the position the steward was entitled to the same fifteen (15) minute break as other employees when he is assigned to his crew and the machine is in operation, and the fact that he had to attend to union business during his tour of duty does not negate the fact that he was entitled to a fifteen (15) minute break in accordance with the M-54 Handbook.

Local management took the position that machine operators earn a fifteen minute break after approximately two hours of work on the machines. However, when not on the machines, operators are allowed a ten minute break like the hundreds of other employees. When the grievant was "working" on the machines, he would be allowed the fifteen minutes, however, when he was involved in other activities he would be allowed the ten minute break. Further shop stewards would be treated the same as other employees. They would not be given preferential treatment just because they were stewards.

Step 4 decision 1/16/81:

"We mutually agreed that the steward in this case should receive a fifteen minute break when he is assigned to the LSM, as an operator for the appropriate period, even though he may spend some of that time handling grievances."



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20060

January 5, 1982

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

1978 AGREEMENT
ARTICLE 17 SECTION _____
SUBJECT STEWARDS
CERTIFICATION

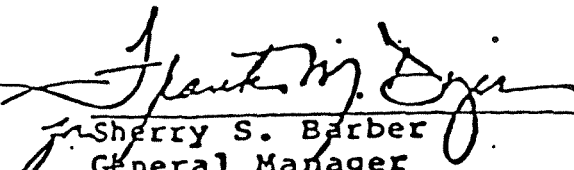
Dear Mr. Wilson:

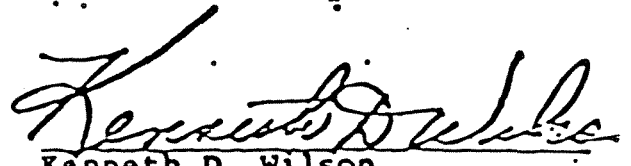
On January 5, 1982, you met with Frank Dyer in pre-arbitration discussion of B8C-3W-C-22184, as it relates to the assignment of stewards. After a discussion of the facts, it was mutually agreed to full settlement of the grievance as follows:

1. The Union will provide a list of stewards and sequentially listed alternates in accordance with Article 17 of the National Agreement.
2. There will be no "shopping" for stewards.
3. If a steward or alternate is not available, the Postal Service may grant the grievant an extension of time for the grievance.

Please sign the attached copy of this letter acknowledging your agreement with this settlement, withdrawing B8C-3W-C-22184 from the pending national arbitration listing.

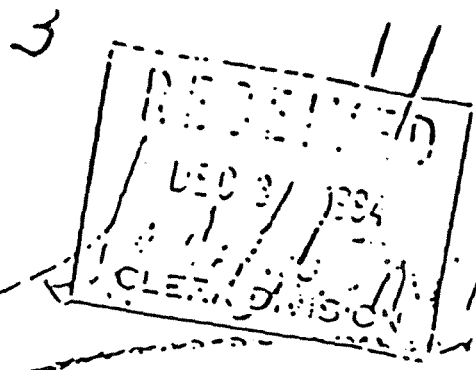
Sincerely,


Sherry S. Barber
General Manager
Arbitration Division
Office of Grievance and
Arbitration
Labor Relations Department


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



UNITED STATES POSTAL SERVICE
475 Constitution Ave. SW
Washington, DC 20260



James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
17 14th Street, N.W.
Washington, D.C. 20005-3399

NOV 20 1984

ARTICLE	17
SECTION	2
SUBJECT	Stewards Allowed

Re: Class Action
Memphis BMC, TN 38136
H1C-3F-C 35597

Dear Mr. Connors:

On November 8, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


The question raised in this grievance is whether the number of union stewards is determined by the average or total number of employees under Article 17 of the National Agreement.

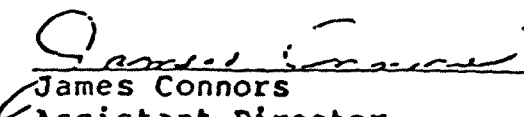
During our discussion, it was mutually agreed that the following would represent a full settlement of this case:

The number of stewards certified shall not exceed, but may be less than the number provided by the formula set forth in Article 17, Section 2, which is based on the total number of employees in the same craft per tour or station.

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

Sincerely,


Thomas J. Lang
Labor Relations Department


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

STEWARDS FOR AREA LOCALS 7

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:

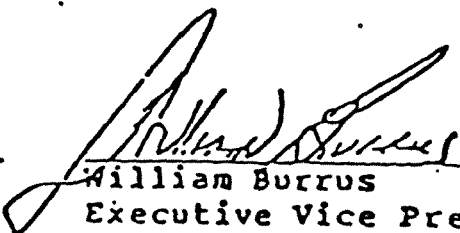
1. A Union member actively employed in a post office may be designated as a Union representative to process a grievance at another post office.
2. Such employee must be certified in writing, to the Employer at the regional level.
3. An employee so certified will not be on the Employer's official time.
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 signature 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



10-C

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

June 30, 1983

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

DATE	11
TIME	3
BY	
RECEIVED	
OVER TIME	

Re: Class Action
Mountain Home, AR 72653
HIC-3F-C 18024

Dear Mr. Wilson:

On April 25, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

The issue in this grievance is whether a local steward was improperly delayed in the presentation of several Step 1 grievances.

After further review of the matter, we mutually agreed that a steward will not be unreasonably delayed in the presentation of Step 1 grievances. If management must delay the presentation, management should inform the steward of the reasons for the delay and also when time will be available for grievance presentation. Management will not delay a steward from presenting a grievance, based solely on the fact that the employee is in an overtime status.

Accordingly, as we further agreed, this case is hereby considered closed.

Please sign and return the enclosed copy of this decision as acknowledgment of agreement to close this grievance.


Mr. Kenneth D. Wilson

2

Time limits were extended by mutual consent.

Sincerely,


A. J. Johnson
Labor Relations Department


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



25

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

FEB 27 1979

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

1975 AGREE

ARTICLE XVII SEC

SUBJECT _____

RELEASE -
TIME

Re: APWU - Local
Palos Verdes Peninsula
AC-W-26505/W1458-78N
APWU - 26505

Dear Mr. Wilson:

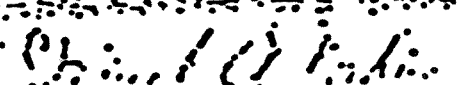
On January 23, 1979, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

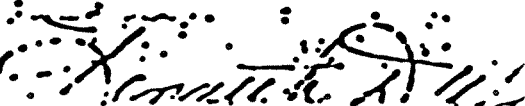
The matters presented by you as well as the applicable contractual provisions have been reviewed and given consideration.

During our Step 4 meeting, we mutually agreed to con-
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, ma-
should inform the steward or the employee involved o
reasons for the delay and should also inform them of
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

H. 17 Limited Service
Page 1 of 2
Serialized



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

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

SEP 04 1987

Re: A. Holguin
Phoenix, AZ 85026
H4C-5K-C 7100

Dear Mr. Guffey:

On May 26, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement by not allowing the regular steward, who was in an overtime status, to investigate a grievance.

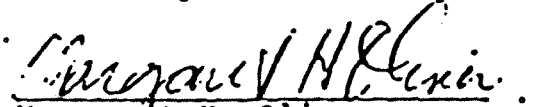
After reviewing this matter, we mutually agreed to settle this case based on the following understanding:

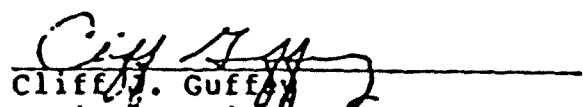
1. Requests for additional time to process grievances should be dealt with on an individual basis and shall not be unreasonably denied.
2. Management will not delay a union steward time to perform union duties based solely on the fact that the steward is in an overtime status.

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,


Margaret H. Oliver
Labor Relations Department


Cliff J. Guffey
Assistant Director
Clerk Craft Division
American Postal Workers Union,
AFL-CIO



RECEIVED

FEB 28 1986

CLERK DIVISION

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

FEB 26 1986

17
STEWARDS
A.T.

Re: See Enclosed List

Dear Mr. Connors:

On January 22, 1986, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether union stewards are entitled to continue working into an overtime status for the sole purpose of processing grievances.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. This is a local dispute suitable for regional determination by application of Article 17, Section 4, of the National Agreement which authorizes payment of stewards "at the applicable straight time rate, providing the time spent is a part of the employee's or steward's (only as provided for under the formula in Section 2A) regular workday."

The parties at this level further agree, however, that a steward who is already working in an overtime status, is not precluded from processing grievances solely based on the fact that he/she is in an overtime status. In those situations, management will not unreasonably deny the steward time to perform union duties.

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

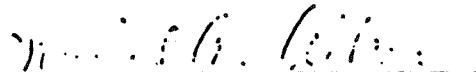
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand these cases.


Mr. James Connors

2

Time limits were extended by mutual consent.

Sincerely,


Muriel A. Aikens
Labor Relations Department


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

Enclosure



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20250

OCT 7 1980

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

15
APPOINTMENT
STEWARDS

Re: APWU - Local
Evanston, IL
A8-C-0709/C8C4AC1564
APWU - 0709

Dear Mr. Wilson:

On June 4, 1980, we met on the above-captioned case at the fourth step of the contractual grievance procedures set forth in the 1978 National Agreement.

Subsequent to our discussion, we mutually agreed that there is no interpretive dispute between the parties at the National Level as to the meaning and intent of Article XVI Section 2.A, as it relates to the appointment of stewards.

Accordingly, as further agreed, this case is remanded to Step 3 for processing by the parties at that level based on the fact circumstances involved with the understanding that the selection and appointment of stewards is the sole and exclusive function of the Union.

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

Sincerely,

James J. Facciola
James J. Facciola
Labor Relations Department

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



8.3

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20050

January 18, 1982

DATE:	17
SECTION:	
SUBJECT:	TRAVEL TIME

STATION TO STATION

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

Art. XVII

AK-W-2725

Re: J. Byrnes
Las Vegas, NV 89114
B8C-SK-C-21926

Dear Mr. Wilson:

On December 17, 1981, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


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

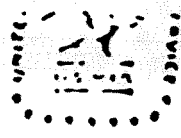
The question in this grievance is whether or not management violated Article XVII of the National Agreement as it relates to payment to stewards for processing grievances. The steward in this case is requesting payment for travel time between stations.

It is the position of the Postal Service that payment to stewards for travel time involved in the processing of a grievance is not authorized by Article XVII.

Accordingly, as we find no violation of the National Agreement, this grievance is denied.

Sincerely,


Robert L. Eugene
Labor Relations Department



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20569

82

October 6, 1982

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

ARTICLE	17
SECTION	
SUBJECT	STEWARDS TRAVEL

WITHIN BUILDING

Re: B. Lewis
Miami, FL 33152
H1C-3W-C-8906

Dear Mr. Wilson:

On September 23, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

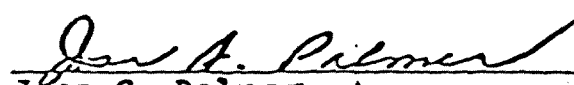
The question in this grievance is whether management violated Article 17 of the National Agreement as it relates to time spent by employees traveling to and from Step 2 meetings.

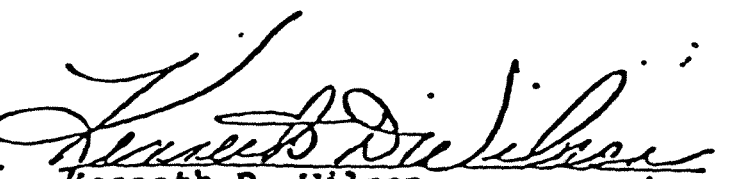
During our discussion, we agreed to resolve this issue based on our mutual understanding that, when it becomes necessary for a steward to leave his/her work area to investigate, present and adjust grievances, management will compensate the steward for time spent traveling to and from his/her work area within the same building.

We also agreed that stewards, as well as witnesses required to attend Step 2 meetings, will be compensated for time spent traveling to and from Step 2 meetings provided the travel is not outside the building.

Please sign a copy of this letter as your acknowledgment of agreement to the above resolution.

Sincerely,


Jean S. Palmer
Labor Relations Department


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



109

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

ARTICLE	17
SECTION	
SUBJECT	
<i>Superintendent</i>	
<i>Walt Carter</i>	

JUN 5 1985

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

Re: 3. Lake
Orlando, FL, 32802
H1C-3W-C 42377

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 improperly reassigned the grievant from the 060 work location to the 030 work location.

After further review of this matter, we mutually agreed that there was no national interpretive issue presented as to the meaning and intent of Article 17 of the National Agreement.

The parties at this level agree that while serving as a steward or chief steward, an employee may not be involuntarily transferred to another tour, to another station or branch of the particular post office or to another independent post office or installation . . . Management may, however, assign such steward to a different work location provided such assignment is not violative of the above.

Accordingly, we agreed to remand this case to Step 3 for further consideration by the parties.

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

110.

Mr. James Connors

2

Time limits were extended by mutual consent.

Sincerely,

Leslie Bayliss

Leslie Bayliss
Labor Relations Department

James Connors

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

UNITED STATES POSTAL SERVICE
475 L E Street, P.O. Box 37
Washington, DC 20260

June 24, 1983

18

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

ARTICLE	17
SECTION	
SUBJECT	STEP 1
	STEWARDSHIP
	ALTERNATE
	STEWARDSHIP

Re: J. Rhoden
Orlando, FL 32802
HIC-3W-C 9616

Dear Mr. Wilson:

On November 3, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question raised in this grievance is whether the grievant, an alternate union steward, is entitled to be represented by another union steward when filing grievances.


During our discussion, we agreed to resolve this case based on our understanding that there is no prohibition against an alternate union steward being represented by another union steward.

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

The time limit for processing the case was extended by mutual consent.

Sincerely,


Margaret H. Oliver
Labor Relations Department


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

120

Mr. James Connors

2

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

Sincerely,

Muriel Aikens

Muriel Aikens
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 20250

119

ARTICLE	19
SECTION	
SUBJECT	Schedule Change

MAY 13 1985

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

Re: APWU - Local
Oxnard, CA 93030
H1C-5G-C 30220

Dear Mr. Connors:

On May 2, 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 an employee, in his/her capacity as a union steward is allowed to sign his/her own request for a temporary schedule change (PS Form 3189).

This grievance is settled based upon the following understanding:

An employee may sign, in his/her capacity as a union steward, agreement for his/her own request for a temporary schedule change (using PS Form 3189) prior to presentation to the supervisor involved for approval.

The parties at this level further agreed that the steward's signature constitutes notification that the said request is being made by an employee.

June 13, 1977

LISTING	15
SECTION	2A
CURRENT	STEP 1
STEWARD	
SELF REP.	

Cecil Robins, Nat. Rep.
 Clerk Craft, APWU, AFL-CIO
 817 - 14th Street, N. W.
 Washington, D. C. 20005

Dear Cecil:

This is in response to your question, "can a steward represent himself or herself in a grievance at 2A?"

Article XV, 2A states, "The employee shall be represented by a steward or a union representative".

The APWU interpretation of the foregoing part of Article XV, 2A, is that the steward or union representative could also be the grievant and represent himself or herself.

With kindest regards.

Sincerely and fraternally,

Forrest M. Newman, Director
 Industrial Relations

FHH/kj



89

ARTICLE	15
SECTION	
SUBJECT	STEP 2 FGD

UNITED STATES POSTAL SERVICE
 Southern Region Office
 Memphis, TN 38166

August 11, 1980

Mr. Reid Jordan
 Regional Representative
 American Postal Workers
 Union, AFL-CIO

Southern Region Grievance
 Appeal No. SSC-37-C-18284
 Dated 07-02-80
 Local No. 940-RRW

Subject: Step 3 Grievance Decision - Class Action
 Greensboro, NC
 Provison Allegedly Violated - 17-3

Dear Mr. Jordan:

This is to confirm the disposition of the subject Step 3 grievance appeal which was recently discussed.

The grievance was settled by mutual agreement as follows:

It appears that the Step 2 decision would resolve the basic issue in this grievance, however, we agree that the supervisor's initials only indicate that a grievance was filed at Step 1 and a decision rendered on the date shown. Whether item 12 is completed is not pertinent since any and all determination of facts would be made at the Step 2 level.

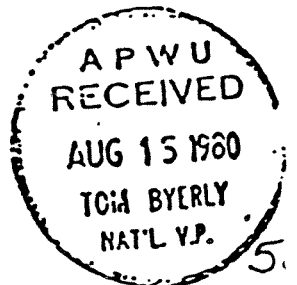
The time limit for processing at Step 3 was extended by mutual consent.

Please indicate your agreement that the above was the disposition of this case by signing in the space provided below, and return one copy to us.

James Greason, Jr.
 Labor Relations Division

Reid Jordan
 American Postal Workers Union

cc: Postmaster, Greensboro, NC 27420
 Sectional Center Manager, Greensboro, NC



5

A8-NA-0221

SETTLEMENT AGREEMENT

ARTICLE	16
SECTION	
SUBJECT	
<i>DISCUSSION</i>	
<i>NOTES</i>	

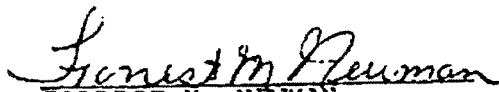
The American Postal Workers Union and the Postal Service agree to settle Grievance A8-NA-0221 on the following basis:

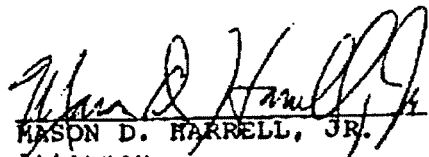
1. The following sentence shall be removed from the July 5, 1979, memorandum from James G. Merrill to regional postal officials:

In order to maintain continuity, supervisors may ask other supervisors if they have had relevant and timely discussions with an employee and may rely on those discussions to evaluate appropriate action pursuant to Article XVI of the National Agreement.

2. The American Postal Workers Union acknowledges that a prior supervisor's discussion with an employee may be relied upon, if necessary, to establish that an employee has been made aware of his or her obligations and responsibilities.

3. The Union withdraws its request for arbitration in Case No. A8-NA-0221.


FORREST M. NEWMAN
Director of Industrial
Relations
American Postal Workers Union,
AFL-CIO


MASON D. HARRELL, JR.
Attorney
Office of Labor Law
United States Postal Service

February 27, 1980



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

RECEIVED 16
DEC 30 1982

DEC 30 1982

Discussion
Notes

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

H8C-5G-C 14337

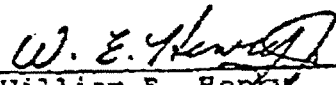
Dear Mr. Wilson:

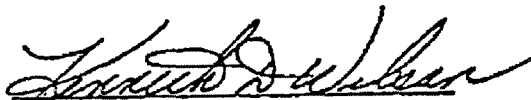
Recently you met with Frank Dyer in pre-arbitration discussion of H8C-5G-C 14337. The issue in this case is whether management violated the national agreement by the transmittal of information to higher authority that a discussion had taken place.

It was mutually agreed to full settlement of the case as follows:

1. Supervisors actively engaged in supervision of employees are precluded from exchanging written notes regarding discussions.
2. It is an accepted practice when a work unit supervisor is requesting, from an appropriate office such as a local Labor Relations Division, an instrument of discipline to indicate discussion(s) conducted with the specific employee. This will ensure that discipline will be consistent, corrective, and progressive.

Please sign the enclosed copy of this letter acknowledging your agreement with this settlement, withdrawing H8C-5G-C 14337 from the pending national arbitration listing.


William E. Henky
Director
Office of Grievance and
Arbitration
Labor Relations Department


Kenneth D. Wilson
Assistant Director
Clerk Division
American Postal Workers
Union

Enclosure

INTERPRETATION

Article XVII, Section 2. C.

Page 51

AS-W-0726

(NESC-SK-C-7997)

Phoenix, Arizona

97

STEWARDS SERVING UNDER PROVISIONS OF XVII, SECTION 2.C.
ENTITLED TO SAME TELEPHONE PRIVILEGES AS
OTHER STEWARDS IN INSTALLATION

Article XVII, Section 2.C.:

- "To provide steward service to a number of small installations where a steward is not provided by the above formula, a Union representative certified to the Employer in writing and compensated by the Union may perform the duties of a steward."

At issue in the instant case is whether an actively employed Union officer, serving as a steward under the provisions of Article XVII, 2.C., should be given the same existing telephone privileges as other stewards in the office.

The local Union contended management acted in a capricious, arbitrary and unilateral manner in disallowing telephone privileges to an employee who was not only a State President of APIWU, but also a certified steward in a number of small installations. The telephone call resulted in the grievant being forced to take LWOP on two (2) separate occasions to handle urgent telephone calls regarding an up-coming arbitration case.

Management denied the grievance stating that Article XVII, Section 2. C. of the National Agreement states the provisions for union representatives other than local representatives.

Step 4 decision July 28, 1980:

"During our discussion we mutually agreed that when an actively employed Union officer is serving as a steward under the provisions of Article XVII, Section 2. C. of the National Agreement, he should be given the same existing telephone privileges as other stewards in that office."



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

December 18, 1981

ARTICLE	17
SECTION	
SUBJECT	INFO. REQUEST TIMELY FURNISHING

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

Re: *A8-5-2720*
Class Action
Key West, FL 33040
H8C-3W-C-35511

Dear Mr. Wilson:

On November 30, 1981, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

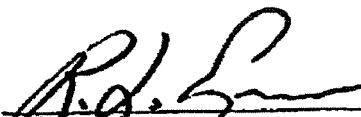
We mutually agreed that there was no interpretive dispute between the parties at the National level as to the meaning and intent of Article XXXI or Article XVII of the National Agreement as they relate to a union steward's request for copies of, or access to documents, files and other records necessary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


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

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

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

Sincerely,


Robert L. Eugene
Labor Relations Department


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



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260
September 17, 1982

16

DISCIPLINE

204-B

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

Re: H. Wilson
Houston, TX 77201
H1C-3U-D-4961

Dear Mr. Wilson:

On July 22, 1982, 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 involved whether or not management improperly denied the grievant access to the grievance-arbitration procedure.

In this grievance, a bargaining unit employee serving in a 204-B supervisory position was disciplined and afforded grievance rights under the provisions of Chapter 650, Employee and Labor Relations Manual.

The Union contends that despite the 204-B assignment the grievant was a bargaining unit employee. Therefore, when the discipline was imposed, the right to challenge such action through the grievance-arbitration procedure was not lost by virtue of a temporary move out of the bargaining unit.

During our discussion, we mutually agreed that without precedent and without prejudice to the position of either party, in this instance, the grievant shall be afforded access to the grievance-arbitration procedure.

It should be noted that in the instant case, the conduct giving rise to the discipline is not inherently related to the supervisory functions of the employee.

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

SEP 22 1982

62

Mr. Kenneth D. Wilson

2

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

The time limit for processing this grievance was extended by mutual consent.

Sincerely,

Joan S. Palmer
Joan S. Palmer
Labor Relations Department

Kenneth D. Wilson
Kenneth D. Wilson
Administrative Aide, Clerk Craft
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

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.