

ARTICLE 17 & 31 VIOLATIONS

ISSUE: Denial of Union Requests

This is the type of grievance that must be filed whenever management fails to timely provide / honor the Stewards requests for;

1. Time to investigate a grievance.
2. Time to interview a grievant, witness, supervisor or Postal Inspectors.
3. Time to complete grievance paperwork
4. Scheduling an Informal A meeting.
5. For copy of supervisors notes.
6. Any documentation related to a grievance or potential grievance.
7. For copies of medical records related to grievance or potential grievance.
8. For copies of OIG Investigative Memorandums (IM's)
9. For copies of OWCP forms completed by management.
10. For copies of supervisor discipline records.

The above list is just a small example of the most frequently required requests.

ANY time management refuses to grant or provide a request a separate class action Article 17/31 grievance needs to be filed immediately and a copy included in the case file of the related grievance.

In order to prevail in any such grievance it is vitally important that **ALL REQUESTS BE IN WRITING!** The Steward must note on each request the date made, the time and to who it was given.

The attached MRS excerpt provides MOU's and arbitration decisions supporting the Unions rights.... Read them and use them.

The Stewards most powerful weapon / tool in dealing with management are Articles 17 & 31 but they are useless unless the Steward is aware of them and uses them to the fullest extent.

ARTICLE 17 REPRESENTATION

17.1 Section 1. Stewards

Stewards may be designated for the purpose of investigating, presenting and adjusting grievances.

Contractual Authorization for Stewards. Although shop stewards are union representatives and NALC officials chosen according to NALC rules, stewards are also given important rights and responsibilities by the National Labor Relations Act and by the National Agreement. The contract authorizes stewards to represent carriers in the investigation, presenting and adjustment of grievances, and requires the employer to cooperate with stewards in various ways as they accomplish their grievance-handling jobs. The specific steward rights and responsibilities set forth in Article 17.3 and 17.4 are supplemented in other parts of the National Agreement, including:

- Article 6.C.4 (superseniority in layoff or reduction in force)
- Article 15 (grievance handling)
- Article 27 (employee claims)
- Article 31.3 (right to information)
- Article 41.3.H (right to use telephones)

17.2.A Section 2. Appointment of Stewards

A. The Union will certify to the Employer in writing a steward or stewards and alternates in accordance with the following general guidelines. Where more than one steward is appointed, one shall be designated chief steward. The selection and appointment of stewards or chief stewards is the sole and exclusive function of the Union. Stewards will be certified to represent employees in specific work location(s) on their tour; provided no more than one steward may be certified to represent employees in a particular work location(s). The number of stewards certified shall not exceed, but may be less than, the number provided by the formula hereinafter set forth.

Employees in the same craft per tour or station

Up to 49	1 steward
50 to 99	2 stewards
100 to 199	3 stewards
200 to 499	5 stewards
500 or more	5 stewards plus additional steward for each 100 employees

Steward Certification. Article 17.2.A obligates the NALC to certify each steward and alternate to the employer in writing. Once certified, the steward represents employees in a specific work location. The steward from Station A, for example, must investigate any grievance occurring at his or her location, even the grievance of a carrier who is detailed temporarily from Station B and whose grievance arose at Station A. This is true even if the Station A steward must travel to interview the grievant in Station B (as provided in Article 17.3). (See Step 4 NC-C-8435, October 6, 1977, M-00455)

The appointment of TEs as union steward is addressed in Question 27 of the parties' joint Questions and Answers on TEs. The complete TE Q&As are found on pages 7-10-7-15.

QUESTIONS AND ANSWERS (42) NALC TRANSITIONAL EMPLOYEES

The attached jointly-developed document provides the mutual understanding of the national parties on issues related to NALC Transitional Employees. This document may be updated as agreement is reached on additional matters related to transitional employees.

Date: February 20, 2009

27. Can a transitional employee serve as a union steward?

Yes.

17.2.B

B. At an installation, the Union may designate in writing to the Employer one Union officer actively employed at that installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance. The activities of such Union officer shall be in lieu of a steward designated under the formula in Section 2.A and shall be in accordance with Section 3. Payment, when applicable, shall be in accordance with Section 4.

C. To provide steward service to installations with twenty or less craft employees where the Union has not certified a steward, a Union representative certified to the Employer in writing and compensated by the Union may perform the duties of a steward.

D. At the option of the Union, representatives not on the Employer's payroll shall be entitled to perform the functions of a steward or chief steward, provided such representatives are certified in writing to the Employer at the area level and providing such representatives act in lieu of stewards designated under the provisions of 2.A or 2.B above.

Acting as Steward. Article 17.2 establishes four alternate ways individuals may be certified as stewards as circumstances warrant.

- **Article 17.2.B** The union may designate in writing one union officer actively employed at that installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance. The individ-

ual designated will act in lieu of a steward designated under the formula in Section 2.A and is paid in accordance with Section 4, below. For the purposes of this section, full-time union officials are considered to be “actively employed.” (Prearbitration Settlement H94N-4H-C 96084996, October 2, 1997, M-01267)

- The union may designate in writing, one union officer, who may also be a steward in a different section, actively employed at an installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance.
- **Article 17.2.C** In offices with twenty or less total craft employees which have no steward certified under Article 17.2.A, the union may certify a representative who is compensated by the union.
- **Article 17.2.D** The union may certify a representative not on the employer’s payroll to perform the functions of a steward or chief steward. Such representatives must be certified in writing to the appropriate Area office and will act in lieu of stewards designated under the provisions of Article 17.2.A or Article 17.2.B.

Representatives certified by the union pursuant to Article 17.2.D may be anyone who is not on the employer’s official time. This would include, for example, employees from another installation (H8N-2B-C 12054, M-00233) and former employees (H4C-1M-C 2986, M-00798).

17.2.E

E. A steward may be designated to represent more than one craft, or to act as a steward in a craft other than his/her own, whenever the Union or Unions involved so agree, and notify the Employer in writing. Any steward designations across craft lines must be in accordance with the formula set forth in Section 2.A above.

(The preceding Section, Article 17.2, shall apply to Transitional Employees.)

17.3

Section 3. Rights of Stewards

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

In the event the duties require the steward leave the work area and enter another area within the installation or post office, the steward must also receive permission from the supervisor from the other area he/she wishes to enter and such request shall not be unreasonably denied.

The steward, chief steward or other Union representative properly certified in accordance with Section 2 above may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.

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 unless there is no job for which the employee is qualified on such tour, or in such station or branch, or post office.

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

17.4 Section 4. Payment of Stewards

The Employer will authorize payment only under the following conditions:

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

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

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

The Postal Service will compensate the Union's primary Step B representatives at their appropriate rate of pay on a no loss, no gain basis. Activated back up Step B representatives will be compensated on the same basis for time actually spent as Step B representatives.

Steward Rights. Article 17.3 & 17.4 establish several steward rights:

- The right to investigate and adjust grievances and problems that may become grievances;
- The right to paid time to conduct those activities;
- The right to obtain management information;
- Superseniority concerning being involuntarily transferred;
- An employee's right to steward representation during an Inspection Service interrogation.

Steward Rights—Activities Included. A steward may conduct a broad range of activities related to the investigation and adjustment of grievances and of problems that may become grievances. These activities include the right to review relevant documents, files and records, as well as interviewing a potential grievant, supervisors and witnesses. Specific settlements and arbitration decisions have established that a steward has the right to do (among other things) the following:

- Complete grievance forms and write appeals on the clock (see below).
- Interview witnesses, including postal patrons who are off postal premises; National Arbitrator Aaron N8N-A-0219 November 10, 1980 (C-03219); Step 4, H1N-3U-C 13115, March 4, 1983 (M-01001); Step 4, H8N-4J-C 22660, May 15, 1981 (M-00164);
- Interview supervisors; Step 4, H7N-3Q-C 31599, May 20, 1991 (M-00988);
- Interview postal inspectors; Management Letter, March 10, 1981 (M-00225);
- Review relevant documents; Step 4, H4N-3W-C 27743, May 1, 1987 (M-00837);
- Review an employee's Official Personnel Folder when relevant; Step 4, NC-E 2263, August 18, 1976 (M-00104);
- Write the union statement of corrections and additions to the Formal Step A decision; Step 4, A8-S-0309, December 7, 1979 (M-01145).
- Interview Office of Inspector General [OIG] Agents.

A steward has the right to conduct all such activities *on the clock* (see below).

Right to Steward Time on the Clock. Although a steward must ask for supervisory permission to leave his or her work area or enter another one to pursue a grievance or potential grievance, management cannot “unreasonably deny” requests for paid grievance-handling time.

Management may not determine in advance how much time a steward reasonably needs to investigate a grievance. National Arbitrator Garrett, MB-NAT-562/MB-NAT-936, January 19, 1977 (C-427). Rather, the determination of how much time is considered reasonable is dependent on the issue involved and the amount of information needed for investigation purposes. (Step 4, NC-S-2655, October 20, 1976, M-00671).

Steward time to discuss a grievance may not be denied solely because a steward is in overtime status (Prearbitration Settlement, W4N-5C-C 41287, September 13, 1988, M-00857). It is the responsibility of the union and management to decide mutually when the steward will be allowed, subject to business conditions, an opportunity to investigate and adjust grievances. (Step 4, N-S-2777, April 5, 1973, M-00332)

If management delays a steward from investigating a grievance, it should inform the steward of the reasons for the delay and when time will be available. Likewise, the steward has an obligation to request additional time and give the reasons why it is needed. (Step 4, NC-C 16045, November 22, 1978, M-00127)

An employee must be given reasonable time to consult with his or her steward, and such reasonable time may not be measured by a predetermined factor. (Step 4, H1C-3W-C 44345, May 9, 1985, M-00303)

Although Article 17.4 provides that the grievant and a steward shall be paid for time actually spent in grievance handling and meetings with management, there are no contractual provisions requiring the payment of travel time or expenses in connection with attendance at a Formal Step A meeting. (Step 4, N8-S-0330, June 18, 1980, M-00716) Nor does the National Agreement require the payment of a steward who accompanies an employee to a medical facility for a fitness-for-duty examination. (Step 4 Settlement, NC-N-12792, December 13, 1978, M-00647)

The appropriate remedy in a case where management has unreasonably denied a steward time on the clock is an order or agreement to cease and desist, plus payment to the steward for the time spent processing the grievance off-the-clock which should have been paid time.

Right to Information. The NALC's rights to information relevant to collective bargaining and to contract administration are set forth in Article 31. This section states stewards' specific rights to review and obtain documents, files and other records, in addition to the right to interview a grievant, supervisors and witnesses.

Steward requests to review and obtain documents should state how the request is relevant to the handling of a grievance or potential grievance. Management should respond to questions and to requests for documents in a cooperative and timely manner. When a relevant request is made, management should provide for review and/or produce the requested documentation as soon as is reasonably possible.

A steward has a right to obtain supervisors' personal notes of discussions held with individual employees in accordance with Article 16.2 if the notes have been made part of the employee's Official Personnel Folder or if they are necessary to processing a grievance or determining whether a grievance exists. (See Mittenthal H8N-3W-C 20711, February 16, 1982, C-03230; Step 4, NC-S 10618, October 8, 1978, M-00106; Step 4, G90N-4G-C 93050025, February 23, 1994, M-01190)

Weingarten Rights

Federal labor law, in what is known as the *Weingarten* rule, gives each employee the right to representation during any *investigatory interview which he or she reasonably believes may lead to discipline*. (*NLRB v. J. Weingarten, U.S. Supreme Court, 1975*)

The *Weingarten* rule does not apply to other types of meetings, such as:

- **Discussions.** Article 16.2 provides that "for minor offenses by an employee ... discussions ... shall be held in private between the employee and the supervisor. Such discussions are not discipline

and are not grievable.” So an employee does not have *Weingarten* representation rights during an official discussion. See National Arbitrator Aaron, H1T-1E-C 6521, January 6, 1983, C-03769.

- Employees do not have the right to union representation during fitness-for-duty physical examinations.

The Weingarten rule applies only when the meeting is an *investigatory interview*—when management is searching for facts and trying to determine the employee’s guilt or decide whether or not to impose discipline. The rule does not apply when management calls in a carrier for the purpose of issuing disciplinary action—for example, handing the carrier a letter of warning.

An employee has *Weingarten* representation rights only where he or she *reasonably believes* that discipline could result from the investigatory interview. Whether or not an employee’s belief is “reasonable” depends on the circumstances of each case. Some cases are obvious, such as when a supervisor asks an employee whether he discarded deliverable mail.

The steward cannot exercise *Weingarten* rights on the employee’s behalf. And unlike “*Miranda* rights,” which involve criminal investigations, the employer is not required to inform the employee of the *Weingarten* right to representation.

Employees also have the right under *Weingarten* to a pre-interview consultation with a steward. Federal Courts have extended this right to pre-meeting consultations to cover Inspection Service interrogations. (*U.S. Postal Service v. NLRB*, D.C. Cir. 1992, M-01092).

In a *Weingarten* interview the employee has the right to a steward’s *assistance*—not just a silent presence. The employer would violate the employee’s *Weingarten* rights if it refused to allow the representative to speak or tried to restrict the steward to the role of a passive observer.

Although ELM Section 666.6 requires all postal employees to cooperate with postal investigations, the carrier still has the right under *Weingarten* to have a steward present before answering questions in this situation. The carrier may respond that he or she will answer questions once a steward is provided.

Superseniority in Transfers

The contract contains special provisions protecting steward positions from transfer or reassignment. These special steward rights are known as “superseniority.” The steward superseniority provision is contained in the last paragraph of Article 17.3. That language protects stewards from being transferred from a facility or tour where letter carriers are working—unless there is *no other city letter carrier job left*.

National Arbitrator Britton ruled in H4N-5C-C-17075, November 28, 1988 (C-08504), that Article 17.3 bars both temporary and permanent reassignments of stewards, and that the prohibition applies even if there are no vacant job assignments. In other words superseniority rights must be observed even if it requires an involuntary transfer of another, more senior carrier, whether full- or part-time. (Step 4, H1N-2B-C 7422, October 25, 1983, M-00077)

The steward's superseniority rights override the excessing provisions of Article 12, *Principles of Seniority, Posting and Reassignments*. So NALC stewards are always the last letter carriers to be excessed from a section, the craft or an installation, regardless of their seniority or their full- or part-time status.

The application of Articles 17.3 and 17.4 of the National Agreement for TEs that are union stewards is addressed in Question 28 of the parties' joint Questions and Answers on TEs. The complete TE Q&As are found on pages 7-10-7-15.

QUESTIONS AND ANSWERS (42) NALC TRANSITIONAL EMPLOYEES

The attached jointly-developed document provides the mutual understanding of the national parties on issues related to NALC Transitional Employees. This document may be updated as agreement is reached on additional matters related to transitional employees.

Date: February 20, 2009

28. Do Article 17.3 and 17.4 of the National Agreement apply to transitional employees serving as union stewards?

Yes.

17.5 Section 5. Labor-Management Committee Meetings

A. The Union through its designated agents shall be entitled at the national, area, and local levels, and at such other intermediate levels as may be appropriate, to participate in regularly scheduled Joint Labor-Management Committee meetings for the purpose of discussing, exploring, and considering with management matters of mutual concern; provided neither party shall attempt to change, add to or vary the terms of this Collective Bargaining Agreement.

B. All other national level committees established pursuant to the terms of this Agreement shall function as subcommittees of the national level Labor-Management Committee.

C. Meetings at the national and area (except as to the Christmas operation) levels will not be compensated by the Employer. The Employer will compensate one designated representative from the Union for actual time spent in the meeting at the applicable straight time rate, providing the time spent in such meetings is a part of the employee's regular scheduled work day.

17.6 Section 6. Union Participation in New Employee Orientation

During the course of any employment orientation program for new employees, a representative of the Union representing the craft to

ARTICLE 31 UNION-MANAGEMENT COOPERATION

31.1 Section 1. Membership Solicitation

The Union may, through employees employed by the Employer, solicit employees for membership in the Union and receive Union dues from employees in non-work areas of the Employer's premises, provided such activity is carried out in a manner which does not interfere with the orderly conduct of the Employer's operation.

Organizing and Dues Collection on Postal Service Premises. Article 31.1 gives NALC representatives the right to engage in membership organizing and to collect dues from members in non-work areas of postal facilities.

31.2 Section 2. Computer Tapes

The Employer shall, on an accounting period basis, provide the Union at its national headquarters with a computer tape containing information as set forth in the Memorandum of Understanding regarding Article 31.

[See Memo, page 190]

This Memo is located on JCAM page 31-3.

Bargaining Unit Information. Article 31.2, supplemented by the more specific description of information in the Memorandum of Understanding on Bargaining Information below requires the Postal Service to provide detailed information about each member of the letter carrier bargaining unit represented by the NALC. The NALC uses this information to conduct its representative functions and administer its membership information system.

31.3 Section 3. Information

The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.

Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or designee. All other requests for information shall be directed by the National President of the Union to the Vice President, Labor Relations.

Nothing herein shall waive any rights the Union may have to obtain information under the National Labor Relations Act, as amended.

(The preceding Article, Article 31, shall apply to Transitional Employees.)

[See Memo, page 191]

This Memo is located on JCAM page 31-3.

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

- attendance records
- payroll records
- documents in an employee's official personnel file
- internal USPS instructions and memorandums
- disciplinary records
- route inspection records
- patron complaints
- handbooks and manuals
- photographs
- reports and studies
- seniority lists
- overtime desired and work assignment lists
- bidding records
- wage and salary records
- training manuals
- Postal Inspection Service investigative memoranda (IM's)
- Office of Inspector General Report of Investigation (ROI)

To obtain employer information the union need only give a reasonable description of what it needs and make a reasonable claim that the information is needed to enforce or administer the contract. The union must have a reason for seeking the information—it cannot conduct a “fishing expedition” into Postal Service records.

Settlements and arbitration awards have addressed the union's entitlement to information in certain specific areas. For example, the union has a right to any and all information which the employer has relied upon to support its position in a grievance. (Step 4, H1C-3U-C 6106, November 5, 1982, M-00316) Note that the union also has an obligation to provide the Postal Service with information it relies upon in a grievance. See Article 15 above. The union is also entitled to medical records necessary to investigate or process a grievance, even without an employee's authorization, as provided for in the Administrative Support

Manual (ASM) Appendix (USPS 120.090) and by Articles 17 and 31 of the National Agreement. Step 4, D78N-4D-C 91000498, January 14, 1994, (M-01155) Step 4, H7N-1P-C 2187, November 16, 1988, (M-00881).

If requests for copies are part of the information request, then USPS must provide the copies Step 4, H7N-5K-C 23406, May 21, 1992, (M-01094). A national pre-arbitration settlement established that if the union provides the Postal Service with a list of officers and stewards, the Postal Service must indicate which (if any) applied for a supervisory position within the previous two years. (National Prearbitration Settlement, H4C-3W-C 27068, February 13, 1990, M-01150) When the union is provided with information, for example medical records, it is subject to the same rules of confidentiality as the Postal Service.

Cost. The costs which management may charge the NALC for providing information are governed by the Handbook AS-353 [Guide to Privacy and Freedom of Information Act] Section 4-6.5. While the following Step 4 resolutions cite the ASM they are applicable to the AS-353. Step 4, H4N-5R-C 30270, May 22, 1987, (M-00826) Step 4 H7C-3B-C 37176, June 26, 1992, (M-01141). Currently the AS-353 4-6.5 provides for a waiver of information fees for the 1) *first 100 pages of duplication* and the *first two hours of search time*, 2) the costs for searching (manual and computer searches), 3) for duplication (currently 15 cents per page).

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
THE JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO,
National Association of Letter Carriers, AFL-CIO)**

Re: Bargaining Information

Pursuant to the provisions of Article 31 of the National Agreement, as soon as practicable after the ratification of the 1987 National Agreement between the United States Postal Service and the Joint Bargaining Committee (JBC), the Employer shall, on an accounting period basis, provide the Union with a computer tape containing the following information on those in their respective bargaining units:

- | | |
|-----------------------|--------------------------|
| 1. SSN | 14. Rate Schedule |
| 2. Last Name | 15. Nature of Action |
| 3. First Name (Full) | 16. Effective Date |
| 4. Middle Initial | 17. Pay Grade |
| 5. Address | 18. Pay Step |
| 6. City | 19. Health Benefit Plan |
| 7. State | 20. Designation Activity |
| 8. ZIP Code | 21. Enter on Duty Date |
| 9. Post Office Name | 22. Retire on Date |
| 10. PO State | 23. Layoff |
| 11. PO ZIP | 24. Occupation Code |
| 12. PO Finance Number | 25. Pay Location |
| 13. PO CAG | |

As a result of the Joint Bargaining Committee's request to have the full first name included, each Union will pay 50 percent of the actual systems and programming cost associated with this change, not to exceed a total cost of \$10,000. Subsequently, the Postal Service will provide the Unions with the information above without charge.

Date: July 21, 1987

Additional information regarding Transitional Employees is addressed by the parties' joint Questions and Answers on TEs, questions 7 and 13. The complete TE Q&As are found on pages 7-10-7-15

QUESTIONS AND ANSWERS (42) NALC TRANSITIONAL EMPLOYEES

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Date: February 20, 2009

7. What are the occupational codes and designation activity codes for transitional employees?

Transitional employee occupational codes are as follows: Transitional employees employed under Article 7.1.B of the National Agreement are either 2310-0030 City Carrier (Transitional Employee) CC-01 or 2310-0040 Carrier Tech (Transitional Employee) CC-02. Transitional employees employed under the Memorandum of Understanding, Re: Transitional Employees (Flat Sequencing System) are either 2310-0031 City Carrier (Transitional Employee-MOU) CC-01 or 2310-0041 Carrier Tech (Transitional Employee-MOU) CC-02. The designation activity code for all city letter carrier transitional employees is 834.

13. Are transitional employee employment records coded to identify the number of transitional employee appointments served?

No.

STEWARDS—INFORMATION, UNION'S RIGHT TO

The Union's right to information is the subject of Article 31, Section 3 which provides the following:

Article 31, Section 3. Information The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.

Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or designee. All other requests for information shall be directed by the National President of the Union to the Vice President, Labor Relations.

Nothing herein shall waive any rights the Union may have to obtain information under the National Labor Relations Act, as amended.

(The preceding Article, Article 31, shall apply to Transitional Employees.)

The JCAM explains Article 31 as follows:

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

- attendance records

M-00215 Step 4

October 14, 1981, H9C-5K-C 17499

The Postal Service agrees that relevant information within the meaning of Article 31, including requests for attendance information, will be provided to the Union.

- payroll records
- documents in an employee's official personnel file
- medical records

M-01155 Step 4

January 14, 1994, H7N-2C 44938

We mutually agreed that the release of medical records to the union without an employee's authorization is provided

for in the Administrative Support Manual, Appendix (USPS 120.190), EL-806, and by Articles 17 and 31 of the National Agreement.

M-00881 Step 4

November 16, 1988, H7N-1P-C 2187

The release of medical records to the Union is provided for in the Administrative Support Manual, Appendix (p. 42) (USPS 120.090). Accordingly, this grievance is sustained and the records in dispute will be provided to the union. See also [M-01208](#)

C-06652 Regional Arbitrator Rotenberg

November 16, 1986, C4N-4B-C 15886

The Union is entitled to medical records necessary to investigate or process a grievance even in cases where the employee involved does not authorize the release of the information. The Privacy Act does not bar the release of such information when it is necessary for collective bargaining purposes.

C-13674 Regional Arbitrator Maher

May 18, 1994, A90N -4A-C 94006287

The Arbitrator holds when the USPS seeks to take disciplinary action against an employee and relies upon medical records as evidence and the basis for its initial determination, the right to privacy vis a vis medical records not being released is no longer within the protected confines of physician and patient. That veil had been pierced by management's initiation of discipline of which the bona fides would be decided in an adversarial proceeding necessitating union representation of the Grievant. Therein lies the intent and explicit and explicit requirements of Articles 17 and 31 which provides that the Employer shall furnish to the union information requested in the processing of a grievance.

C-27777 Regional Arbitrator Klein

September 9, 2008, C01N-4C-C 0863831

The Postal Service violated the National Agreement when it failed to provide the grievant with copies of the documents which were presented to his physician as part of its inquiry into information regarding the grievant's medical condition, and his ability to return to full or limited duty. Further, management was required to provide the grievant with a copy of his

- internal USPS instructions and memorandums

M-00674 Step 4

November 15, 1977, NCS-8956

Management in this instance apparently cited a Civil Service Commission ruling in defense of its own actions. If management was in possession of such a "ruling" it should have been provided to the steward upon reasonable request. If not, the situation or reason should have been fully explained to the requesting union official.

STEWARDS—INFORMATION, UNION'S RIGHT TO

M-00307 Pre-arb

December 18, 1985, H4C-5F-C 1641

The union is entitled to copies of a D-2 document, a locally developed (discipline) form. The union's request to review the documents, files, and other records, including the D-2 form, that are necessary for processing a grievance or determining if a grievance exists shall not be unreasonably denied.

- disciplinary records, including supervisor's disciplinary records

C-10986 National Arbitrator Snow

July 29, 1991, H7N-5C-C 12397

"[T]he Employer violated the parties' National Agreement when the Employer denied a Union request for information respecting the possible discipline of two supervisors..."

C-11716 National Arbitrator Snow Supplemental Award March 9, 1992,

The union is entitled to information concerning the disciplinary records of supervisors when it is necessary for the processing of a grievance.

M-01160 Prearb

December 16, 1993, H7N-1E-C 23870

The issue in these grievances is whether management violated the National Agreement by denying the union's request for supervisor disciplinary records

During the discussions, it was mutually agreed that the release of information regarding supervisors was provided for in Arbitrator Snow's award in H7N-5C-C 12397 (C-10986) and in an NLRB settlement signed by the parties on August 3, 1993. (*copy of NLRB Settlement in file*)

- route inspection records
- patron complaints
- handbooks and manuals
- photographs
- reports and studies
- seniority lists
- overtime desired and work assignment lists

M-00325 Step 4, April 19, 1972, NS-153

The steward may resubmit his request for overtime information setting forth the names of those carriers whose overtime record he wishes to see and the time period which he wishes to review.

- bidding records
- wage and salary records

- training manuals

- Postal Inspection Service investigative memoranda (IM's)

To obtain employer information the union need only give a reasonable description of what it needs and make a reasonable claim that the information is needed to enforce or administer the contract. The union must have a reason for seeking the information—it cannot conduct a "fishing expedition" into Postal Service records.

Settlements and arbitration awards have addressed the union's entitlement to information in certain specific areas. For example, the union has a right to any and all information which the employer has relied upon to support its position in a grievance. (Step 4, H1C-3U-C 6106, November 5, 1982, M-00316). Note that the union also has an obligation to provide the Postal Service with information it relies upon in a grievance. See Article 15 above. The union is also entitled to medical records necessary to investigate or process a grievance, even without an employee's authorization, as provided for in the Administrative Support Manual (ASM) Appendix (USPS 120.090) and by Articles 17 and 31 of the National Agreement. Step 4, D78N-4D-C 91000498, January 14, 1994, (M-01155) Step 4, H7N-1P-C 2187, November 16, 1988, (M-00881).

M-00316 Step 4

November 5, 1982, H1C-3U-C 6106

Any and all information which the parties rely on to support their positions in a grievance is to be exchanged between the parties' representatives at the lowest possible step. This will include the PS 2608 when management's representative at Step 2 or above of the grievance procedure utilizes the form to support their decision. Also, this will include the PS 2609 when utilized by management's representative at Step 3 or above. See also M-00315. M-00822

If requests for copies are part of the information request, then USPS must provide the copies. (Step 4, H7N-5K-C 23406, May 21, 1992, (M-01094). A national pre-arbitration settlement established that if the union provides the Postal Service with a list of officers and stewards, the Postal Service must indicate which (if any) applied for a supervisory position within the previous two years. (National Prearbitration Settlement, H4C-3W-C 27068, February 13, 1990, M-01150) When the union is provided with information, for example medical records, it is subject to the same rules of confidentiality as the Postal Service.

M-01094 Step 4

May 21, 1992, H7N-5K-C 23406

The issue in this grievance is whether the National Agreement requires management to provide the union with copies of information relevant to the filing of a grievance.

STEWARDS—INFORMATION, UNION'S RIGHT TO

During our discussion, we agreed that upon request of the union, the Employer will furnish information necessary to determine whether to file or continue processing of a grievance, provided the employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information. If obtaining such information includes providing copies, those copies will be provided.

M-01150 APWU Prearb February 13, 1990, H4C-3W-C 27068

The issue in this grievance is whether or not management must supply the local union with a list of all employees who applied for non-bargaining unit positions.

It was agreed that, if the local union provided a list of officers and stewards, the Postal Service will indicate which (if any) applied for a supervisory position within the past two years.

The JCAM further provides under Article 17, Section 4 that:

Steward Rights—Activities Included. A steward may conduct a broad range of activities related to the investigation and adjustment of grievances and of problems that may become grievances. These activities include the right to review relevant documents, files and records, as well as interviewing a potential grievant, supervisors and witnesses. Specific settlements and arbitration decisions have established that a steward has the right to do (among other things) the following:

- Interview witnesses, including postal patrons who are off postal premises. C-03219, National Arbitrator Aaron, November 10, 1980); M-01001, Step 4, March 4, 1983; M-00164, Step 4, May 15, 1981.

C-03219 National Arbitrator Aaron November 10, 1980, N8-NA-0219

The Postal Service may not deny requests for investigation pursuant to Article XVII(3) of the 1978-1981 National Agreement by Shop Stewards requesting to leave the work area to investigate grievances or to investigate specific problems to determine whether to file a grievance and for access to documents, files, and other records necessary for processing the grievance or determining if a grievance exists; and for the right to interview grievants, supervisors and postal patron witnesses during working hours in connection with situations in which a letter carrier has made an initial determination in his judgment and in the exercise of his discretion that a particular customer would object to his lawn being crossed and where a supervisor has over-ridden that determination and issued an order that such lawn be crossed.

M-01001 Step 4 March 4, 1983, H1N-3U-13115

In accordance with Article 17 of the 1981 National Agreement, a steward's request to leave his/her work area to in-

vestigate a grievance shall not be unreasonably denied. Subsequent to determining that a non-postal witness possesses relevant information and/or knowledge directly related to the instant dispute under investigation, a steward may be allowed a reasonable amount of time on-the-clock to interview such witness~ even if the interview is conducted away from the postal facility. However,. each request to interview witnesses off postal premises must be reasonable and viewed on a case-by-case basis. For example, it is not unreasonable for a supervisor and/or steward to telephone the prospective witness to ascertain availability and willingness to be interviewed and, if willing, to establish a convenient time and locale. See also M-00164.

- Interview supervisors; Step 4, H7N-3Q-C 31599, May 20, 1991 (M-00988);

M-00454 Step 4 November 18, 1977, NCS-8463

Supervisors will respond to reasonable and germane questions during the investigation of a grievance.

- Interview postal inspectors; Management Letter, March 10, 1981 (M-00225);

M-00225 Step 4 March 10, 1981 N8-N 0224

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

- Review relevant documents; Step 4, H4N-3W-C 27743, May 1, 1987 (M-00837);

M-00837 Step 4 May 1, 1987, H4N-3W-C 27743

Article 17, Section 3,. provides in pertinent part, "(t)he steward....may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists...during working hours. Such requests shall not be unreasonably denied." Further, Article 17, Section 4, provides for Employer authorized payment to "...one Union steward... for time actually spent in grievance handling, including investigation... " The parties at this level agree that this includes time for review of documents such as [those] in question.

- Review an employee's Official Personnel Folder when relevant; Step 4, NC-E 2263, August 18, 1976 (M-00104);

M-00104 Step 4, August 18, 1976, NCE-2263

A steward should be allowed to review an employee's Official Personnel Folder during his regular working hours de-

STEWARDS—INFORMATION, UNION'S RIGHT TO

pending upon relevancy in accordance with the applicable provisions of Article XVII, Section 3.

M-01101 Pre-arb

November 12, 1992, H0N-3W-D 1157

The issue in these cases is whether management was required to provide access to an employees Employee Assistance Program (EAP) records and Official Personnel Folder (OPF) without the consent of the employee.

During our discussion, we mutually agreed to make available any discipline records found in the OPF of that employee and allow the union's representatives to review these records.

Steward requests to review and obtain documents should state how the request is relevant to the handling of a grievance or potential grievance. Management should respond to questions and to requests for documents in a cooperative and timely manner. When a relevant request is made, management should provide for review and/or produce the requested documentation as soon as is reasonably possible.

A steward has a right to obtain supervisors' personal notes of discussions held with individual employees in accordance with Article 16.2 if the notes have been made part of the employee's Official Personnel Folder or if they are necessary to processing a grievance or determining whether a grievance exists. (See Mittenthal H8N-3W-C 20711, February 16, 1982, [C-03230](#); Step 4, NC-S 10618, October 8, 1978, [M-00106](#); Step 4, G90N-4G-C 93050025, February 23, 1994, [M-01190](#))

National Level Awards, Settlement

C-09544 National Arbitrator Mittenthal

November 8, 1989, H7N-NA-C 34

Management must provide NALC with membership information concerning sex, date of birth, etc.

C-10363 National Arbitrator Mittenthal

November 16, 1990, H4T-2A-C 36687

The arbitrator ruled that the Postal Service violated APWU's rights under Article 17, Section 3 and Article 31 by refusing to provide copies of USPS/Mail Handler E.I. work-team minutes.

C-03230 National Arbitrator Mittenthal

February 16, 1982, H8N-3W C20711

The Supervisor's refusal to provide a letter carrier steward with a supervisor's personal notes of discussions the supervisor had with an employee concerning his sick leave was not unreasonable where there was no dispute as to the number of such discussions or their content. Article XVII, Section 3 of the 1978 National Agreement does not under these circumstances require the supervisor to pro-

vide the steward with his personal notes of the discussions.

M-01638 Interpretive Step Settlement

September 24, 2007, Q01N-4Q-C 07012033

Settlement resolving grievance alleging that revisions to Handbook AS-805, Information Security, published in Postal Bulletin 22190 on September 28, 2006, violated the National Agreement.

The parties agreed to amend Section 1-3.2, Organizations and Personnel by adding:

These policies do not change the rights or responsibilities of either management or the unions pursuant to Article 17 or 31 of the various collective bargaining agreements or the National Labor Relations Act, as amended. These revisions do not bar the unions from using their own portable devices and media for processing information that is relevant for collective bargaining and/or grievance processing, including information provided by management pursuant to Articles 17 or 31 of the collective bargaining agreement or the National Labor Relations Act. There is no change to policy concerning restricted access to the Postal Service intranet.

M-01050 APWU Step 4

September 16, 1980, W8C-5E-C-93444

It is further agreed that under the Privacy Act an employee or third party designated by him/her may not be denied access to any information filed or cross indexed under the employee's name except as specified in Part 313.61 of the E&LR Manual.

M-00670 Step 4

March 7, 1977, NCN-3584

If information requested by the union is relevant to a pending Step 4 grievance the requesting union representative should be allowed access to that information.

M-00626 Step 4, March 28, 1977, NCS 4432

Under the terms and conditions of the National Agreement, the Union is entitled to review all relevant and material information associated with a grievance being pursued by the Union, which included information developed as a result of investigating a particular incident directly associated with the grievance.

M-00560 Step 4, April 29 1980, N8S 0255

Management may provide as steward with information requested for review at his or her work location rather than releasing the steward for the purpose of travel to a central facility to review the requested information.

M-01471 Prearbitration Settlement

September 26, 2002, E90N-4E-C-94026388

It is agreed that pursuant to Article 17, Section 3, the steward, chief steward or other Union representative may

STEWARDS—INFORMATION, UNION'S RIGHT TO

request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists. Such request shall not be unreasonably denied.

Accordingly, the Union may request and shall obtain access to documents, files and other records necessary for processing a grievance concerning the July 20, 1993 Memorandum of Understanding regarding Transitional Employee Employment Opportunities (updated in the 2001-2006 National Agreement at pp. 218-219). Such documents may include hiring worksheets if relevant to the grievance.

Cost

M-00086 Step 4

November 30, 1984, H1C-4A-C 31135

It is the position of the Postal Service that, as provided in ASM, section 352.621, no charge for search time is made if no more than one quarter hour of clerical search time is required. It is also our position that as provided in ASM, Section 352.622, when a search must be performed by professional or managerial personnel there is a fee for each quarter hour.

M-00826 Step 4

May 22, 1987 H4N-5R-C 30270

Charges to the Union by management for copying and processing information are controlled by Section 352.6 of the Administrative Support Manual.

M-01141 APWU Step 4

June 26, 1992, H7C-3B-C 37176

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

Union requests made pursuant to Article 31 of the National Agreement are covered by Parts 352.634, All Other Requesters, and 352.64, Aggregating Requests, of the Administrative Support Manual, Issue 8, August 1991.

M-01698 Pre-Arbitration Agreement

December 5, 2008

Regarding revisions to Handbook AS-353, Guide to Privacy, the Freedom of Information Act, and Records Management, Section 4-6.5, How to Assess Fees.

Regional Arbitration Awards

C-26617 Regional Arbitrator Hutt

June 27, 2006, F01N-4F-C 05161737

...the documentation demonstrates a history of information delays and/or denials have been problematical at the Huntington Post Office for several years.....as the various cease and desist orders and settlements have only been minimally effective in changing the atmosphere and conduct concerning information requests, it is appropriate to compensate the Local Union for the economic hardship in having to repeatedly pursue this issue which has persisted for a sustained period of time. Thus, a monetary remedy is awarded.

Oral Requests

C-10310 Regional Arbitrator Searce

September 27, 1990

Management violated the contract by imposing a local policy which required that all requests for information be written.

C-00183 Regional Arbitrator Caraway

June 27, 1984, S1C-3Q-C 31919

"There is no requirement in Article 31, Section 2, that the Union's request for information be in writing. This is wholly unnecessary and imposes an undue burden upon the Union representative."

Supporting Regional Arbitration Awards

C-00090, Arbitrator Willingham, December 11, 1972

C-00308, Arbitrator Dash, May 17, 1974

C-04273, Arbitrator Williams, May 2, 1984

C-05751, Arbitrator Searce, February 12, 1986

C-06658, Arbitrator LeWinter, November 21, 1986

C-07610, Arbitrator Levak, November 3, 1987

C-08779, Arbitrator Barker, April 3, 1989

C-08919, Arbitrator Britton, April 10, 1989

C-14131, Arbitrator Eaton, January 2, 1995

C-18017, Arbitrator Bajork, February 20, 1998

C-23831, Arbitrator Ames, October 25, 2002

C-24273, Arbitrator Poole, May 10, 2003

C-26138, Arbitrator Helburn, August 29, 2005

C-26204, Arbitrator Axon, October 4, 2005

STEWARDS—INVESTIGATIVE RIGHTS

Article 17 of the National Agreement establishes the right of NALC stewards to be paid to investigate and process grievances on-the-clock. The pertinent sections of Article 17, Sections 3 and 4 of the National Agreement provide the following:

Article 17 Section 3. Rights of Stewards

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

In the event the duties require the steward leave the work area and enter another area within the installation or post office, the steward must also receive permission from the supervisor from the other area he/she wishes to enter and such request shall not be unreasonably denied.

The steward, chief steward or other Union representative properly certified in accordance with Section 2 above may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.

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 unless there is no job for which the employee is qualified on such tour, or in such station or branch, or post office.

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

Article 17 Section 4. Payment of Stewards

The Employer will authorize payment only under the following conditions:

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

- Meetings called by the Employer for information exchange and other conditions designated by the Employer concerning contract application. Employer authorized payment as outlined above will be granted at the applicable straight time rate, providing the time spent is a part of the employee's or steward's (only as provided for under the formula in Section 2.A) regular work day.

The Postal Service will compensate the Union's primary Step B representatives at their appropriate rate of pay on a no loss, no gain basis. Activated back up Step B representatives will be compensated on the same basis for time actually spent as Step B representatives.

M-01701 Joint Questions and Answers - Transitional Employees

March 26, 2009 (Question # 28)

Article 17.3 and 17.4 of the National Agreement apply to transitional employees serving as union stewards.

The JCAM explains these provisions as follows:

Steward Rights. Article 17.3 & 17.4 establish several steward rights:

- The right to investigate and adjust grievances and problems that may become grievances;
- The right to paid time to conduct those activities;
- The right to obtain management information;
- Superseniority concerning being involuntarily transferred;

See Stewards Certification, Rights

- An employee's right to steward representation during an Inspection Service interrogation.

Steward Rights Activities Included. A steward may conduct a broad range of activities on the clock related to the investigation and adjustment of grievances and of problems that may become grievances. These activities include the right to review relevant documents, files and records, as well as interviewing a potential grievant, supervisors and witnesses. Specific settlements and arbitration decisions have established that a steward has the right to do (among other things) the following:

- Complete grievance forms and write appeals on the clock (see below).
- Interview witnesses, including postal patrons who are off postal premises; National Arbitrator Aaron N8N-A-0219 November 10, 1980 (C-03219); Step 4, H1N-3U-C 13115, March 4, 1983 (M-01001); Step 4, H8N-4J-C 22660, May 15, 1981 (M-00164);

STEWARDS—INVESTIGATIVE RIGHTS

C-03219 National Arbitrator Aaron November 10, 1980, N8-NA-0219

Shop Stewards have the right under Article XVII(3) of the 1978 National Agreement to investigate grievances as provided therein, including the right to interview postal patron witnesses during working hours in connection with situations in which a letter carrier has made an initial determination that a particular customer would object to his lawn being crossed and where a supervisor has overridden that determination and issued an order that such lawn be crossed.

M-00177 Step 4 August 6, 1981, H8N-4J-C 25212

If the carrier made an initial determination that a particular postal customer did not wish his/her lawn to be crossed and the supervisor overrode that determination, management may not deny requests for investigation pursuant to Article XVII, Section 3 of the National Agreement by a shop steward.

M-01001 Step 4 March 4, 1983, H1N-3U-C 13115

In accordance with Article 17 of the 1981 National Agreement, a steward's request to leave his/her work area to investigate a grievance shall not be unreasonably denied. Subsequent to determining that a non-postal witness possesses relevant information and/or knowledge directly related to the instant dispute under investigation, a steward may be allowed a reasonable amount of time on-the-clock to interview such witness, even if the interview is conducted away from the postal facility. However, each request to interview witnesses off postal premises must be reasonable and viewed on a case-by-case basis. For example, it is not unreasonable for a supervisor and/or steward to telephone the prospective witness to ascertain availability and willingness to be interviewed and, if willing, to establish a convenient time and locale.

M-00164 Step 4 May 15, 1981, H8N-4F-C 22660

In the instant case, management rejected the carrier's judgment in this regard, we must conclude that a violation of Article 17, Section 3 has occurred. Accordingly, in full resolution of this grievance, the Union steward will be allowed official time to interview those specific patrons of the addresses cited in this grievance.

M-00761 Step 4 July 3, 1978, NC-W-9980-W-1465-77N

Where a customer's complaint is directly used to affect the wages, hours and working conditions of an employee, the steward shall be allowed to conduct an interview if the customer agrees.

M-00185 Step 4 November 18, 1974, NB-N-2419

In cases where a customer's complaint, is directly responsible for discipline, the steward shall be given a reasonable amount of time on-the-clock to interview the customer, if the customer agrees. See also [M-00198](#)

M-00668 August 19, 1976, NC-E-2264

The provisions of the National Agreement do not necessarily exclude a steward going to a grievant's house during the investigation of the grievance.

M-01358 Step 4 July 22, 1982, H8N-3W-C-26850

The parties at the National level agree that a steward's request to leave his work area to investigate a grievance shall not be unreasonably denied in accordance with Article XVII, Section 3 of the National Agreement.

M-00890 Pre-arb January 12, 1989, H8N-3W-C 21294

A steward's request to leave his/her work area to investigate a grievance shall not be unreasonably denied. A steward may be allowed a reasonable amount of time on-the-clock to interview such witness, even if the interview is conducted away from the postal facility. See also [M-00796](#), [M-00054](#)

- Interview supervisors; Step 4, H7N-3Q-C 31599, May 20, 1991 ([M-00988](#));

M-00988 Step 4 May 20, 1991, H7N-3Q-C 31599

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. The subject matter of interviews with supervisors has been previously settled in Case NC-S-8463 [[M-00012](#)] ("It is anticipated that supervisors will respond to reasonable and germane questions during the investigation of a grievance.") There is no negotiated requirement that questions be submitted in writing in advance, by either party.

M-00012 Step 4, October 25, 1977, NC-S-8463

It is anticipated that supervisors will respond to reasonable and germane questions during the investigation of a grievance.

M-01182 Step 4 May 12, 1994, H90N-4H-C 94019908

There is no contractual prohibition to the supervisor being accompanied when he/she is being interviewed by the

- Interview postal inspectors; Management Letter, March 10, 1981 ([M-00225](#));

M-00225 Letter, March 10, 1981, N8-N-0224

The Postal Service agrees that a steward who is processing and investigating a grievance shall not be unreason-

STEWARDS—INVESTIGATIVE RIGHTS

ably denied the opportunity to interview Postal Inspectors on appropriate occasion, e.g., with respect to any events actually observed by said Inspectors and upon which a disciplinary action was based. See also [M-00864](#)

- Review relevant documents; Step 4, H4N-3W-C 27743, May 1, 1987 ([M-00837](#));

M-00837 Step 4 May 1, 1987, H4N-3W-C 27743

Article 17, Section 4, provides for Employer authorized payment to "... one Union steward... for time actually spent in grievance handling, including investigation...." The parties at this level agree that this includes time for review of documents.

- Review an employee's Official Personnel Folder when relevant; Step 4, NC-E 2263, August 18, 1976 ([M-00104](#));

M-00104 Step 4, August 18, 1976, NCE-2263

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

- Write the union statement of corrections and additions to the Formal Step A decision; Step 4, A8-S-0309, December 7, 1979 ([M-01145](#)).

M-01145 Step 4 December 7, 1979, A8-S-0309

We mutually agree that a steward is allowed a reasonable amount of time on-the-clock to write the Union statement of corrections and additions to the Step 2 decision. This is considered part of the Step 2 process. The Union statement should relate to incomplete or inaccurate facts or contentions set forth in the Step 2 decision.

- Interview Office of Inspector General [OIG] Agents.

A steward has the right to conduct all such activities on the clock.

Right to Steward Time on the Clock. Although a steward must ask for supervisory permission to leave his or her work area or enter another one to pursue a grievance or potential grievance, management cannot "unreasonably deny" requests for paid grievance handling time.

Management may not determine in advance how much time a steward reasonably needs to investigate a grievance. National Arbitrator Garrett, MB-NAT-562/MB-NAT-936, January 19, 1977 ([C-00427](#)). Rather, the determination of how much time is considered reasonable is de-

pendent on the issue involved and the amount of information needed for investigation purposes. (Step 4, NC-S-

2655, October 20, 1976, [M-00671](#)).

C-00427 National Arbitrator Garrett January 19, 1977, MB-NAT-562

Article 17 Section 3 does not authorize the Service to determine in advance the amount of time a Steward reasonably needs to investigate a grievance.

M-00671 Step 4 October 20, 1976, NCS-2655

The determination regarding how much time is considered reasonable is dependent upon the issue involved and the amount of data required for investigation proposes.

M-00565 Step 4, August 11, 1980, N8-S 0365

Where compelling circumstances exist management may require a steward to conduct a discussion by telephone rather than having a face to face interview. In the instant case the fact that the steward would have to travel ten miles was not sufficient to warrant denial of a face to face interview.

M-00137 Step 4, February 8, 1977, NC-W-3199

The supervisor is not restricted from asking the reason for the request and the employee should state the general nature of the problem. The employee is not required to discuss the complaint in detail if he first desires to have representation.

M-00332 Step 4, April 5, 1973, NS-2777

It is the responsibility of the Union and the responsibility of Management to arrive at a mutual decision as to when the steward would be allowed, subject to business conditions, an opportunity to investigate and adjust grievances.

M-00671 Step 4 October 20, 1976, NCS-2655

The determination regarding how much time is considered reasonable is dependent upon the issue involved and the amount of data required for investigation proposes.

M-00606 Step 4 August 29, 1975, NBS-5391

When a steward makes a specific problem known to management and requests permission to conduct an investigation in order to determine whether to file a grievance, a reasonable amount of time for this purpose shall not be unreasonably denied.

Steward time to discuss a grievance may not be denied solely because a steward is in overtime status (Prearbitration Settlement, W4N-5C-C 41287, September 13, 1988, [M-00857](#)). It is the responsibility of the union and management to decide mutually when the steward will be allowed, subject to business conditions, an opportunity to investigate and adjust grievances. (Step 4, N-S-2777, April 5, 1973, [M-00332](#))

STEWARDS—INVESTIGATIVE RIGHTS

M-00046 Step 4

September 20, 1977, ACS-10181

Management will not delay a steward's time to discuss a grievance based solely on the fact that the employee is in an overtime status. See also [M-00047](#)

M-00857 Pre-arb

September 13, 1988, W4N-5C-C 41287

We agreed that where a letter carrier who is also a steward is working overtime and a representation situation arises, a steward's request to perform the function of a steward will not be denied solely because the steward is in an overtime status. See also [M-01143](#), [M-01144](#).

If management delays a steward from investigating a grievance, it should inform the steward of the reasons for the delay and when time will be available. Likewise, the steward has an obligation to request additional time and give the reasons why it is needed. (Step 4, NC-C 16045, November 22, 1978, [M-00127](#))

M-00127 Step 4

November 22, 1978, NCC-16045

If management must delay a steward from investigating or continuing to investigate a grievance, management should inform the steward involved of the reasons for the delay and should also inform the steward of when time should be available. Likewise, the steward has an obligation to request additional time and to state reasons why this additional time is needed. See also [M-00125](#).

An employee must be given reasonable time to consult with his or her steward, and such reasonable time may not be measured by a predetermined factor. (Step 4, H1C-3W-C 44345, May 9, 1985, [M-00303](#))

M-00458 Regional Letter (Charters)

March 10, 1977

In most cases, the grievant and steward should be able to discuss the grievance without delay but 95 percent of the time with no more than a two-hour delay. While circumstances will sometimes necessitate a delay of more than two hours, normally the delay should not extend beyond the tour of duty in which the request is made. This determination will be based on the availability of the parties involved and service conditions.

M-00303 Step 4

May 9, 1985, H1C-3W-C 44345

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.

Although Article 17.4 provides that the grievant and a steward shall be paid for time actually spent in grievance handling and meetings with management, there are no contractual provisions requiring the payment of travel time or expenses in connection with attendance at a Formal Step A meeting. (Step 4, N8-S-0330, June 18, 1980, [M-00716](#)) Nor does the National Agreement require the payment of a steward who accompanies an employee to a medical facility for a fitness-for-duty examination. (Step 4 Settlement, NC-N-12792, December 13, 1978, [M-00647](#))

M-01075 Step 4

June 30, 1992, H7N-5E-C 23995

After reviewing this matter we mutually agreed that no national interpretive issue is fairly presented in this case. If an individual is a steward under the formula in Article 17.2.A and 17.2.E, then compensation is appropriate as provided in 17.4.

M-00716 Step 4, June 18, 1980, N8-S-0330

Union stewards are paid for the time actually spent at Step 2 meetings with the employer provided such meetings are held during their regular work day; however, there are no contractual provisions which would require the payment of travel time or expenses.

M-00647 Step 4

December 13, 1978, NC-N-12792

The National Agreement does not provide for the payment of a union steward who accompanies an employee to a medical facility for a fitness-for-duty examination.

Denial of Steward Time The JCAM provides the following explanation of remedies for stewards improperly denied time.

The appropriate remedy in a case where management has unreasonably denied a steward time on the clock is an order or agreement to cease and desist, plus payment to the steward for the time spent processing the grievance off-the-clock which should have been paid time.

C-02875 National Arbitrator Aaron

November 10, 1980, H8N-5K-14893

The union did not waive claims for compensation where the question of compensation for stewards, who because of management's refusal to recognize them were forced to process grievances "off-the-clock", was never raised in negotiation of the pre-arbitration settlement or mutually understood by the parties to include that issue.

The merits of grievance concerning the denial of steward time are a separate matter from the merits of the grievance that a steward is denied time to investigate. Consequently, in cases where management improperly denies steward time, the steward should do two things.

STEWARDS—INVESTIGATIVE RIGHTS

First, the denial of steward time should be raised as another issue in the original grievance. It is important for the union representatives handling the grievance at higher steps to be aware of the issue.

Second, a separate grievance should be filed seeking a cease and desist order and payment to the steward at the appropriate rate (usually overtime) for the time spent processing the grievance off-the clock.

Of course, grievances concerning the denial of steward time are contractual disputes where the union has the burden of proof. To help meet this burden, the Contract Administration Unit recommends that any grievances concerning this issue document the steward's attempts to obtain the necessary time and management's responses. It is also recommended that the grievance file contain detailed time records showing exactly when the steward worked off-the-clock and exactly what was being done.

National Level Awards, Settlements

M-00539 Step 4
February 20, 1985, H1N-3U-C 36133

Article 17 was not intended to provide the grievant with the unfettered right to accompany the steward while the steward is handling the grievance.

M-00878 Step 4
November 14, 1988, H4N-3R-C 43838

It is not required that investigation of a grievance be completed before a grievance may be appealed to another step of the grievance procedure.

M-00453 Step 4
April 22, 1977, NC-S-5482

The judicious use of a camera to establish or refute a grievance may facilitate resolution of some problems. However, if the union desires to take photographs on the work room floor, permission must first be obtained from local management, and a supervisor must be present. If management deems it necessary to take evidential photographs, it would also be prudent to have a steward or union official present.

M-00107 Step 4
November 29, 1978, NC-W-12728

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

C-00381 National Arbitrator Mittenthal
December 10, 1979, ABE-021

A steward is entitled to be paid for the time spent writing appeals to Step 3.

M-00910 Step 4
April 6, 1989, H4N-3Q-C 62592

If the need for overtime arise on a shop steward's route as a result of investigation and/or processing of grievances, and the shop steward has signed for work assignment overtime, the resulting overtime is considered part of the carrier's work assignment for the purpose of administering the overtime desired list.

Supporting Regional Arbitration Awards

C-10835 Regional Arbitrator Hardin
November 2, 1990

"When management refuses to release a steward because it judges that he has already been given enough time to do the job, management intrudes into an area where the judgment of the Union is entitled to great weight, and management's judgment to less weight."

C-11174 Regional Arbitrator Levak
May 23, 1986, W1C-5G-C 21856

Where management failed to accord grievant access to her steward, remedy is payment for time spent in off-the-clock consultation.

C-00278 Regional Arbitrator Bowles
August 16, 1984, C1C-4T-C1377

Management unreasonably terminated investigation of maximization grievance after 21 hours.

C-00025 Regional Arbitrator McConnell
June 28, 1983, E1C-2M-C 2465

Management did not act improperly by changing a past practice of releasing stewards to hold grievance discussions within one hour.

C-00204 Regional Arbitrator McAllister
July 5, 1984, C1C-4J-C 22995

Management improperly withheld steward release for 6 hours.