



NALC REGION 13

**GUIDE FOR THE
SHOP STEWARD**

Letter Carrier Rights

Steward Rights

The Contractual Grievance Procedure

COURTESY OF

Timothy W. Dowdy
National Business Agent
Region 13
DC, DE, MD, VA, WV



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Dear Brothers and Sisters,

First, allow me to thank you for taking on the challenge and responsibility of being an NALC Shop Steward. It is a tough job, with so much contract and postal manual information to learn that it can seem a bit overwhelming at times.

But always remember that you are doing something very important, and something that needs to be done well. You are what stands between the employer and an employee being wronged. You are the person who insists upon justice, and who demands that the workplace have a conscience, especially where some individual management person appears not to have one.

And you are an official of a national labor union—the NALC—so hold your head high and be proud, like those before you have been since 1889.

Remember too, that you cannot be expected to know all the answers. We all are always learning, and there is no shame in telling anyone, "I'm not sure what the answer is, but I will find out and let you know." It is the *good* steward who says this, and then gets back to a person with that answer quickly.

So do your best, and don't get hung up on expecting to please everyone. It will be impossible to please an *unreasonable* person, and sooner or later you'll bump into one. Genuinely doing your best will get you the respect of reasonable people, and will allow you to sleep well at night.

I wish you every success in your role as an NALC official, and I stand ready to assist you and your branch in every way I can. Thank you for what you do for letter carriers, the NALC, and the Postal Service.

Sincerely and fraternally,

Tim

Timothy W. Dowdy
National Business Agent
NALC District of Columbia Region

Affiliated with the AFL-CIO &
Union Network International



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SPECIAL RIGHTS OF LETTER CARRIERS

1. A LETTER CARRIER HAS THE RIGHT TO HANDLE HIS/HER OWN GRIEVANCE, OR CHOOSE TO BE ACCOMPANIED AND REPRESENTED BY A SHOP STEWARD OR UNION REPRESENTATIVE AT INFORMAL STEP-A. (ART 15.2) However, if the carrier chooses to represent him/herself, the union has the right to be present at any phase of the discussion where a carrier and supervisor are discussing settlement or offers of settlement. (See M-01065 Pre-Arb Settlement dated 4-2-82).

2. SOME LETTER CARRIERS (PREFERENCE ELIGIBLE VETERANS) HAVE M.S.P.B. APPEAL RIGHTS. (ART 16.9) The Merit System Protection Board appeal rights of preference eligible veterans allows a separate legal process for these carriers to challenge discipline of more than 14 day suspensions or removal. The notice of these appeal rights *must* appear in disciplinary notice. If a carrier goes MSPB, the union will not advance a grievance beyond Step B.

3. ALL CARRIERS HAVE MIRANDA RIGHTS. “You have the right to remain silent, anything you say can and will be used against you....” These are rights of law that everyone has in criminal investigation. If police or postal inspectors ever read these rights to a carrier, you should recommend to a carrier that they not say anything and not sign waivers of these rights until after they have consulted with an attorney.

4. ALL CARRIERS HAVE WEINGARTEN RIGHTS. (ART 17) This is the right to have union representation present in an investigative interview. Management does not have to inform carriers that they have this right before conducting an investigative interview. However, if a carrier request that a steward be present, no interview may ensue until a steward can be made available to the requesting carrier. Stewards have the right to counsel a carrier before the interview begins, and stewards may participate in the interview (as long as you don't inhibit the interview itself) to ensure that carriers are not badgered or tricked into answering a confusingly worded question. At any time during such an interview, a steward may recommend to a carrier that an attorney should be consulted before answering any more questions.

USPS Weingarten Card

USPS SUPERVISOR RESPONSIBILITIES UNDER WEINGARTEN WHEN INTERVIEWING AN EMPLOYEE WHERE DISCIPLINE MIGHT RESULT

Under the *Weingarten* rule, you **must** allow each employee the following rights in conducting an investigatory interview:

1. **Each employee has a right to be represented by a union steward during an investigatory interview** (but not during an Article 16 "discussion"). If, before or at any time during the interview, an employee requests a union steward or in any other way indicates that he or she wants representation, you **must** do one of three things: (1) you must provide a steward, **or** (2) you must end the interview, **or** (3) you must offer the employee the choice of continuing the interview without a steward, or of having no interview at all and therefore losing the benefit that the interview might have given to him or her. *When in doubt, it is better to provide a steward or contact Labor Relations immediately.*

2. **The supervisor must tell the employee and steward the purpose and subject of the meeting before the meeting begins.** (*over* →)

(Continued from other side)

Then, **if** either the steward or the employee requests, adequate time must be given to them to talk privately before (or during) the interview.

3. **During the interview, you must permit the steward to participate.** He or she may ask questions, clarify the employee's answers, comment about the questions, discuss favorable facts, suggest others who have information, and advise the employee. The steward is not allowed to disrupt the meeting or tell the employee not to answer a question. If that happens, postpone the remainder of the meeting and consult your manager or Labor Relations immediately.

4. You may begin the interview, if appropriate, by saying:

- A. You are going to be asked a number of specific questions concerning (*specify the issue causing the interview*);
- B. You are subject to disciplinary action if you refuse to answer or fail to respond truthfully to any questions;
- C. Your steward may advise you and participate in the interview (*assuming the employee has requested a steward*).

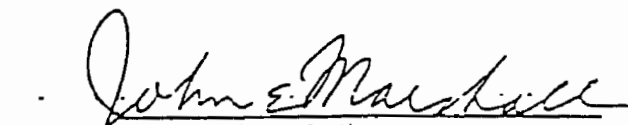
MEMORANDUM OF UNDERSTANDING

The subject of the release of stewards under Article 17 of the National Agreement has been a topic of discussion at numerous Regional Labor/Management meetings. At this time, the undersigned wish to reiterate our position on the interpretation of that portion of Article 17, Section 3 which reads: "Such requests (e.g., the right of a steward to interview the aggrieved employee, supervisors, and witnesses during working (hours) shall not be unreasonably denied."

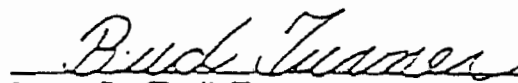
"Reasonable," in our opinion, dictates that in most cases, the grievant and steward should be able to discuss the grievance without delay. If a delay is necessary, 95 percent of these instances will result in no more than a two hour delay.

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. Determination will be made based on the availability of the parties involved and service conditions.

Any appeals, or actions inconsistent with the provisions of this Memorandum of Understanding, will be made directly to the regional level for joint review.



John E. Marshall
Regional Manager
Labor Relations



James P. (Bud) Turner
National Business Agent
N A L C

9-30-91
DATE

9-30-91
DATE

UNITED STATES POSTAL SERVICE

CENTRAL REGIONAL OFFICE

Chicago, Illinois 60699

M 00458

10 March 1977

OUR REF:

DATE:

SUBJECT:

Article XVII, Section 3

TO:

DISTRICT DIRECTORS
EMPLOYEE AND LABOR RELATIONS
CENTRAL REGION

The subject of the release of stewards under Article XVII was recently discussed at a regional labor/management meeting. At this time, we wish to reiterate our position on the interpretation of that portion of Article XVII, Section 3 which reads: "Such requests (e.g., the right of a steward to interview the aggrieved employee, supervisors, and witnesses during working hours) shall not be unreasonably denied."

"Reasonable", in our opinion, dictates that 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.

Please see that this interpretation is disseminated to all levels of supervisors at the installations within your district.

David H. Charters
David H. Charters
Regional Director
Employee and Labor Relations

UNION REQUEST FOR GRIEVANCE-HANDLING TIME

DENIED OR DELAYED STEWARD TIME- If management is denying or delaying a steward in getting time to investigate and process grievances on the clock, the steward should:

1. Put the request in writing, keeping a copy of the request.
2. Give a general idea of what the grievance is about.
3. Inform management of how much time you consider to be reasonable to conduct an investigation as to whether there is a grievance or not.
4. After the investigation, if you determine there is a grievance, request additional time and reason(s) why more time is needed.
5. Require management to respond in writing. (Approval or disapproval)
6. Require management to inform you when you will be granted the time and how much they will grant.

ESTABLISHING A PAPER TRAIL- Following the above steps will give the steward a paper trail for the filing of a grievance where management is refusing to grant any or reasonable time to investigate and process grievance(s).

It is very difficult to be successful when a grievance comes in without any documentation that management 1) refused to grant grievance-handling time 2) did not provide enough time, etc., without some type of documentation that the steward did in fact ask for time and the amount of time, when the request were made.

PROCESSING GRIEVANCES OFF THE CLOCK- The steward should immediately do the grievance off the clock. Wait until around 10 days to do the grievance off the clock. Then in the contentions use:

“You did the investigation and processed the grievance off the clock because the time limits were in jeopardy.”

The Joint Contract Administration Manual (JCAM) provides on pages 17-4 and 17-5:

“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.”

UNION REQUEST FOR GRIEVANCE-HANDLING TIME

PREDETERMINED UNION TIME- Management may not determine in advance how much time a steward needs to investigate a grievance. **National Arbitrator Garrett, MB-NAT-562/MB-NAT-936, January 19, 1977 C-10835**).

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 because a steward is in an overtime status (**Pre-arbitration Settlement, W4N-5 C541287, September 13, 1988, M-00857**). It is responsibility of the Union and management to decide *mutually* when the steward will be allowed, subject to business conditions, and 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 to 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**).

TIME TO CONSULT WITH STEWARD- 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 Section 4 provides that the grievant and 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 Step A meeting. (**Step 4, NB-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, NC-N-12972, December 13, 1978 M-00647**).

APPROPRIATE REMEDIES- The 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 time spent processing the grievance off-the-clock which should have been paid time. If management repeats the violation after a “cease and desist” grievance settlement, grieve and request an ***escalating monetary remedy*** with each successive violation.

Steward time

The contractual right of NALC stewards to be paid to process grievances on-the-clock should be a straight-forward matter. However, a recent review by the Contract Administration Unit of grievances appealed to Step B shows that it is still the subject of an inordinate number of grievances. This column reviews the relevant contract provisions. The pertinent sections of Article 17, Sections 3 and 4 of the National Agreement provide the following:

17.3 Section 3. Rights of Stewards (in part)

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

17.4 Section 4. Payment of Stewards (in part)

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.

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 include, among other things, the following:

- Complete grievance forms, write appeals and write the union statement of corrections and additions to the Formal Step A decision.
- Interview witnesses, including postal patrons who are off postal premises.
- Interview supervisors and postal inspectors.
- Review all relevant documents, including an employee's Official Personnel Folder.

Although a steward must ask for supervisory permission to investigate a grievance or potential grievance, such requests cannot be "unreasonably denied." Nor may management determine in advance how much time a steward reasonably needs to investigate a grievance (C-10835). 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 (M-00671). Steward time to discuss a grievance may not be denied solely because a steward is in overtime status (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 (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. (M-00127).

The current edition of 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.

The merits of a grievance that a steward is denied time to investigate are a separate matter from the merits of grievance concerning the denial of steward time. Consequently, in cases where management improperly denies steward time, the steward should do two things. First, the denial of time should be raised as another issue in the original grievance since it may be important for the union representatives handling the grievance at higher steps to be aware of the issue. Then 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. ☐

CONTRACT ADMINISTRATION UNIT

Gary H. Mullins, Vice President

Myra Warren, Assistant Secretary-Treasurer

Fredric Rolando, Director of City Delivery

Alan C. Ferranto, Director of Safety and Health

Thomas H. Young Jr., Director, Health Benefit Plan

Brian Hellman, Director, Mutual Benefit Association

OFFICIAL REQUEST FOR UNION TIME

In accordance with the provisions of Article 17 of the National Agreement, and pages 17-3 through 17-8 of the USPS-NALC Joint Contract Administration Manual (JCAM), I hereby request on-the-clock time to conduct functions of an NALC union official.

I request that this time be provided to me as soon as possible. If it is necessary to delay making this time available to me— beyond today — it is required that you provide the reason for the delay and that you specify when this requested time will be made available (JCAM, page 17-5).

Thank you for your cooperation.

I request the following amount of union time: _____

Signature, Union Official

Date/time this request submitted

SPACE BELOW FOR SUPERVISOR REPLY

I authorize _____ (amount of time), to begin today at _____ (clock time).

No time can be authorized for today. _____

Time not authorized for today will be provided on _____ (date).

The reason for the delay in authorizing time is: _____

Signature of USPS Supervisor

Date returned to Union Official

Form NALC-13-010305

Timothy W. Dowdy, NALC National Business Agent — DC, DE, MD, VA, WV

UNION REQUEST FOR INFORMATION

REQUESTING UNION INFORMATION- If a steward is having difficulty reviewing and/or obtaining **Relevant** information/documentation, the request should then always be in writing and presented to the supervisor.

When requesting information, stewards should:

1. Make the request in writing, keeping a copy of the request.
2. In the request, state how the information/documentation is relevant to the specific grievant, if management asks for such justification.

DENIED OR DELAYED INFORMATION/DOCUMENTATION- If management responds negatively or does not respond in a timely manner, file a grievance under the provisions of Article 17 & 31 of the National Agreement.

The Joint Contract Administration Manual (JCAM) provides on pages 17-5 & 17-6:

“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 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 the review and/or produce the requested documentation as soon as is reasonably possible.”

UNION'S OFFICIAL REQUEST FOR INFORMATION

In accordance with the provisions of Articles 17 and 31 of the National Agreement, and the Joint Contract Administration Manual (JCAM) pages 17-5 through 17-6 and pages 31-1 through 31-3, the NALC union hereby officially requests information necessary to determine whether to proceed with a grievance.

As a designated representative of the NALC, I request the following:

_____ Any *and all* information and documents taken into consideration by management, in reaching your decision to impose disciplinary action. This should include a written and signed notification to me of any substantive information you obtained and relied upon, which is not otherwise revealed to me on a USPS document you'll be providing. This is necessary, and required, to enable me to prepare a full and fair defense for the employee.

This request relates to the disciplinary action issued on _____ (date), to the following employee _____.

_____ The following information and/or documents relating to a potential contract violation:

Signature of requesting union official

Title of union official

Date

Signature of receiving mgmt. official

Title of mgmt. official

Date

Form NALC-13-010306

Timothy W. Dowdy, NALC National Business Agent- DC, DE, MD, VA, WV

You have the right to review information relevant to grievance

Article 17, Section 3 of the National Agreement grants the union the right to “review” the documents to determine if a grievance exists. Article 17, Section 3 of the National Agreement states in relevant part:

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

What does the right to “review” mean? Webster’s New Collegiate Dictionary defines review as, “to examine or go over.” This section of the National Agreement allows stewards to examine documents to determine if the information requested shows an alleged violation of the contract or not. If not, then the steward needn’t proceed any further and there is no need to request copies of the information. If only a portion of the reviewed records are necessary to show a violation, then only those records need to be requested. Review does not require that the union obtain copies—that request should come after the review has taken place. Among the information that the steward may review include (as cited in *JCAM*):

- 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).

In addition to the language in Article 17, Section 3, Article 31, Section 3 of the National Agreement increases the right of stewards to review documentation. That language states in relevant part:

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.

The last sentence in Article 31, Section 3 makes the union subject to be charged for information requested pursuant to Section 3-4.5 of the AS-353 Handbook. The first 100 pages for any request are free; thereafter the union may be charged 15 cents per page.

Remember, you have the right to review and obtain germane information—information relevant to the grievance being investigated and/or worked on. For example, if you are investigating a possible overtime bypass violation for December 10, you have the right to review time records for that date. You do not have a right to review time records for other days unless you have some legitimate belief that a violation took place on those days as well.

Stewards have an obligation to explain to management how the requested information is relevant to a grievance they are investigating or handling. That does not mean that the steward needs to explain the potential grievance in its entirety or convince management of the validity of their grievance in order to review requested information. What the steward must do is explain that, for example, they are investigating a possible overtime violation and want to review time records for a specific date to determine whether the union, not management, believes that a violation occurred.

Remember, “review” does not require the union to obtain copies first—they may review to determine if they want copies for processing a grievance. ☒

Grievance investigation— a review

Stewards have broad powers to investigate grievances, as well as problems that may become grievances. These powers are set out in Articles 17 and 31 of the National Contract, and they include:

1. The right to interview people to get the facts. You may interview the grievant (or potential grievant), supervisors, and witnesses—including witnesses who are not postal employees.

2. The right to review and obtain Postal Service documents, files, or other records. It is your right under the contract and under the labor laws to get the information you need to investigate and process grievances and potential grievances. (For more information on this right see the article in the Spring 2005 NALC Activist.)

3. The right to investigate while on the clock. Management may not unreasonably deny your requests to investigate and adjust grievances or possible grievances while on the clock.

These are your basic powers—set out in the contract and backed up by the labor laws. They are explained in greater detail in your JCAM. But how you use them is up to you.

There are no magic formulas telling you how to investigate a grievance. Each grievance is different, so the best way to learn grievance investigation is through experience. But there are a few basic things the steward can do to improve grievance investigation—and thereby improve the quality and strength of our grievances.

First, a grievance should be investigated before it is filed. The facts should be gathered first, and then the decision whether to file a grievance should be made. If a grievance is filed first and questions are asked later, the system gets clogged up with grievances that may be frivolous. Stewards should investigate fully at the outset, and only then decide whether to file at Informal Step A.

Second, you should interview any supervisors connected with the potential grievance before the grievance is initiated. Your right to interview supervisors is established in Article 17, Section 3. The investigation interview is conducted to learn management's version of the facts. The interview is not a grievance meeting or a place to debate the case. Rather, you should simply ask questions and get the

supervisor's answers. When you learn management's version of the facts, you can determine where disputes about the facts exist, and where both sides agree about the facts.

Once you have the supervisor's story, management will have difficulty trying to invent or introduce new facts at later steps of the procedure. Often management's position at the supervisory level is easy to attack—but it gets harder once management's labor relations specialists and attorneys get involved.

How do we know what to investigate? Start with the basics. Who is involved—which letter carrier, which supervisor? What happened—what events are important? Where exactly did it happen—and when—what day and time? Why might it be a grievance—is there a violation of the contract? Which article and section?

Next, try to imagine what management will say about the case, and formulate an argument in response. Note your strong points and face up to any weaknesses. Then go get the answers. Document every point in the union's position and get statements from all relevant witnesses, from the grievant, and from management.

When you have found and documented all of your facts, then you are ready to evaluate the problem and decide whether to file a grievance. If you file, you'll have everything you need. Grievances are won and lost on the basis of your investigation.

One of the hardest parts of a union officer's job is trying to resolve grievances without all the facts. The union depends on the steward for this information. Stewards know the grievant, the supervisor, and the station, and they have the best grasp of the problem.

If you really want to win a grievance, conduct a complete investigation. And if you want to help other union representatives win a grievance you have appealed, then give the Formal A or Step B union people what they need more than anything else—a thorough investigation and a complete file with all the details, all the statements, and all the documents that prove your case. The union's success in the grievance procedure rides on you and the effort you put into your investigation. ☒

Documentation at Informal A

As a shop steward at Station A, an issue comes to your attention that requires the filing of a grievance. What right to information do you have at Informal Step A of the grievance procedure? If you are unable to resolve the issue, should that information be included in the written appeal to Formal Step A with PS Form 8190?

As a starting point, let's look at Article 15, Section 2, Informal Step A (a) of the National Agreement which states in relevant part, "During the meeting the parties are encouraged to jointly review all relevant documents to facilitate resolution of the dispute." This language strongly indicates that the parties at Informal Step A are expected to review all relevant documents in an attempt to resolve the case. This view is strengthened by Article 15, Section 3.A of the National Agreement which states:

The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in resolution of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end. At each step of the process the parties are required to jointly review the *Joint Contract Administration Manual (JCAM)*.

This language, in tandem with Article 15, Section 2, Informal Step A (a), supports the proposition that in order to resolve issues at the lowest possible step, a review of all relevant documentation should be accomplished.

Here's another question: "Management tells me that documentation can be requested at Formal Step A. Should I wait?" No. Article 17, Section 3 of the National Agreement provides certain rights to stewards, including, "The right to obtain management information." Article 31, Section 3 amplifies that right and gives examples of information that, when relevant, must be provided. The 2005 *JCAM* states:

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).

Articles 17 and 31 of the National Agreement do not limit the right to information to Formal Step A, and, as stated above, all relevant information should be reviewed at Informal Step A in an effort to resolve the issue. Relevant information should be requested prior to meeting with management for your Informal Step A meeting. So what happens if you don't receive all your requested documentation prior to your Informal Step A meeting? If you do not resolve your case at Informal Step A, make sure that your appeal includes a list of all documents you requested. In addition, any documentation you receive after the case has been appealed to Formal Step A should be forwarded immediately to the Formal Step A representatives.

Article 15, Section 2, Formal Step A (c) and the *JCAM* state in relevant part: "The installation head or designee will meet with the steward or a Union representative as expeditiously as possible, but no later than seven (7) days following receipt of the Joint Step A Grievance Form."

This provision is often misconstrued by management. At a minimum, the union must, on appeal from Informal Step A, file the Joint Step A Grievance Form (PS Form 8190). It does not mean that documentation obtained at Informal Step A should not be included in the appeal. In fact, how could the parties adhere to the criteria set forth in Article 15, Section 2, Formal Step A (c)—meeting as "expeditiously as possible"—if no documentation has yet been developed when the PS Form 8190 is received at Formal Step A? Remember, in order to give your grievance the best possibility of resolution at Informal Step A, obtain as much documentation as you believe is necessary. If you have to appeal the case to Formal Step A, send all documentation to the Formal Step A representatives. ☒

Contract Administration Unit

Gary H. Mullins, Vice President
James Korolowicz, Assistant Secretary-Treasurer
Fredric Rolando, Director of City Delivery
Brian Hellman, Director of Safety and Health
Timothy O'Malley, Director, Health Benefit Plan
Myra Warren, Director, Mutual Benefit Association

STEWARD'S CORNER

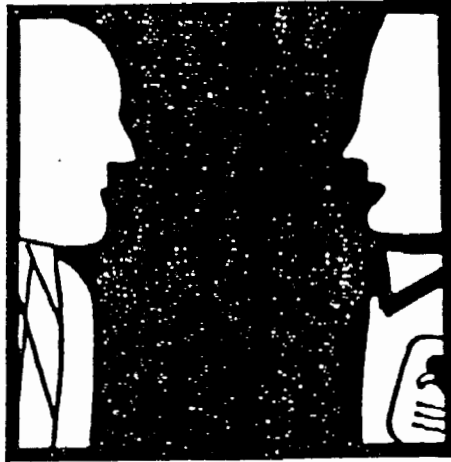
Know your rights in grievance investigations

Determining whether a letter carrier's complaint is a genuine grievance can be one of the most challenging parts of the steward's job. You have to search out all the relevant facts, weigh their importance, judge whether all the information you receive is accurate, and then analyze the contract to decide if it has been violated.

The most difficult work comes at the very beginning of the process—making sure that your initial investigation is as complete as possible. But to do the best possible job of investigation, you must be able to assert your rights to pursue the facts, interview witnesses and review relevant documents, using "steward time," or time on-the-clock. *These rights are protected by the National Agreement.*

Remember, it's vital that you obtain *all* the information that could be relevant to the possible grievance *as soon as possible*. For one reason, such a careful and complete initial investigation enables you to to winnow out frivolous complaints quickly. Then, if you find that the grievance is genuine, the solid body of facts you have acquired will make your case that much stronger—and that much more likely to be settled at the earliest steps.

Because the initial investigation is so important, you must be familiar with (maybe even know by heart) those sections of the contract pertaining to stewards' rights in grievance investigations (see "What the contract says," page 8). You should also know that a number of Step 4 settlements have further clarified those rights, applying the general language of the contract to some specific situations.



Most Step 4 settlements set precedents and are citable. That means that the decision applies to all similar situations, whatever the location. For that reason, you should be aware of the many Step 4 decisions that have clarified and elaborated stewards' rights in a number of ways. Here are some examples.

Right to interview all possible witnesses.

Contract language provides that stewards may interview "the aggrieved employee(s), supervisors and witnesses during working hours" (Article 17, Section 3). Usually, your most critical interviews will be with supervisors, who need to explain what happened from their point of view. But what if a supervisor refuses to talk to you?

That person would be in violation of the contract, based on the general requirement cited above. Further, the mandate that supervisors must talk to stewards during grievance investigations has been made clear in a Step 4 decision issued October 25, 1977 (M-00012). That decision states that stewards have the right to expect "that supervisors will respond to reasonable and germane questions

during the investigation of a grievance."

Supervisors and other postal employees are the most commonly interviewed witnesses in most grievances. But what if a customer is a witness? Can a steward interview a customer—on the clock?

In a national-level arbitration (C-03219), Arbitrator Aaron affirmed the steward's right to interview customers during working hours to gain information in disputes involving lawn-crossing. Aaron stated, in part, "Shop stewards have the right . . . to interview postal patron witnesses during working hours in connection with situations in which a letter carrier has made an initial determina-

Shop stewards have the right to interview postal patron witnesses.

tion 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."

Another example of stewards' right to interview customers comes from a Step 4 agreement of July 3, 1978 (M-00761) that states: "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."

Stewards also have the right to interview postal inspectors. According to a Step 4 agreement dated March 10, 1981 (M-00225), a steward shall not be unreasonably denied the opportunity to interview postal inspectors on appropriate occasions, "e.g. with respect to any events actually observed by said inspectors and upon which a disciplinary action was based."

Right to review and obtain all relevant Postal Service documents, files and records. The steward's right to relevant records is contained both in Article 17, Section 3 and in Article 31. That right is limited by the provision, in Article 31, that "the Em-

ployer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information" (Article 31, Section 3).

Step 4 decisions concerning the right to relevant information include an October 14, 1981 Step 4 decision (M-00215) holding that "relevant information within the meaning of Article 31, including requests for attendance information, will be provided to the union." In addition, several Step 4 agreements between the NALC and the Postal Service state that stewards must be given time on the clock to read and review such relevant documents, files and records (M-00104, M-00837).

Some limits have been placed on the steward's right to relevant information, in addition to the contractual

stipulation that the union may have to pay costs of providing such information. For example, in a national-level arbitration award issued February 16, 1982, Arbitrator Mittenthal ruled that a steward's right to relevant information did *not* extend to a supervisor's personal notes of discussions that the supervisor had with the grievant "where there was no dispute as to the number of such discussions or their content." (C-03230)

Right to investigate possible grievances on the clock. This basic right of stewards is contained in Article 17, Section 3 (see "What the contract says," page 8). Further, the right to "steward time" has been repeatedly reinforced, most recently in a national pre-arbitration settlement dated January 12, 1989 (M-00890).

What the contract says about stewards' rights

The *National Agreement* offers basic protections to stewards who are investigating grievances. These rights are contained in two articles of the contract.

Article 17, Section 3, sets forth the rights of stewards as follows: "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 . . . may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing 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."

In Article 17, Section 4, provision is made for stewards to be paid for time spent in grievance investigation. This section reads in part: "The Employer will authorize payment only under the following conditions:

"Grievances: Steps 1 and 2—The aggrieved and one union steward . . . 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. . . .

"Employer authorized payment as outlined above will be granted at the applicable straight time rate, providing the time spent is a part of the employee's or steward's . . . regular work day."

In Article 31, Section 3, the steward's right to information is again ensured, as follows: "The Employer will make available for inspection by the Unions 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 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." ■

The settlement states, "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 away from the postal facility."

Similarly, an August 19, 1976 Step 4 decision concludes that "the provisions of the National Agreement do

Stewards' requests to leave their work area shall not be unreasonably denied.

not necessarily exclude a steward going to a grievant's house during the investigation of the grievance." (M-00668)

In meetings on-the-clock between the grievant and the steward, a May 9, 1985 Step 4 decision states, "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." (M-00303)

Stewards should also note that if their union duties require them to file Step 3 appeals, they have the right to use steward time for that purpose. That right was affirmed by National Arbitrator Mittenhal in a decision made December 10, 1979 (C-00381).

And a Step 4 decision of Novem-

Essentials of investigations: Using rights to best advantage

The most effective way to exercise your broad and far-ranging stewards' rights is to use common sense in requesting steward time—and plan all your investigations carefully before you begin.

For every interview, have a list of basic questions that include the standard *who, what, when, where and why*. When talking to supervisors, don't waste time trying to argue the merits of the grievance. These first interviews with management are purely for fact-finding; the chance to present the union's position will come at a later date.

Similarly, if witnesses become hostile, resist the temptation to respond in kind, and continue asking neutral questions until you have gotten all the facts.

It may happen that these preliminary investigations reveal that no grievance exists because there has been no violation of the contract, postal regulations, past practice or applicable law. Your duty in such a case is to tell the carrier immedi-

ately. *Don't waste time investigating a case without merit.*

If your initial interviews and reviews of pertinent records reveal that a grievance exists, it's time to reassess your findings with an eye to building the best possible arguments for the grievant.

Look back over the information you've collected. Are there any weak points, any statements that may need more documentation or verification from witnesses?

Put yourself in management's shoes. Imagine what they would say to each of your points, then put together well-informed, solid arguments or rebuttals of management's statements.

Success in grievance investigation depends not only on the scope and depth of stewards' rights—but also upon what you do in exercising those rights. Use your time well, thoroughly plan your investigation and critically analyze your findings. In these ways, you ensure that you build the best possible case. ■

ber 22, 1978 (M-00127) holds that "if management delays a steward from investigating or continuing to investigate a grievance, management should inform the steward 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."

Knowledge is power

Have a firm awareness of your rights to pursue a grievance. It's up to you to find out the facts, and you must take

whatever action you think is appropriate. Also remember that other branch officers and stewards will be able to help you assert your rights.

As steward, you have the first and best shot at building a concrete case for the union's position. No one else is as close to the people or the events as you are. The responsibility is yours—to do the job well and do it thoroughly. And your rights as steward, assured by the *National Agreement* and upheld in Step 4 agreements between the NALC and the Postal Service, will help you fulfill that responsibility. ■

ARTICLE 15 GRIEVANCE-ARBITRATION PROCEDURE

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment.

● **Article 15.2 (a) Informal Step A:** An employee or union representative must discuss the grievance with the employee's immediate supervisor within 14 calendar days of when the grievant or the union first learned, or may reasonably have been expected to learn, of its cause. The date of this discussion is the informal Step A filing date.

● **Article 15.2 (c) Informal Step A appeal:** If no resolution is reached as a result of such discussion, the union shall be entitled to file a written appeal to Formal Step A of the grievance procedure within seven (7) days of the date of the discussion. Such appeal shall be made by completing the Informal Step A portion of the Joint Step A Grievance Form. At the request of the Union, the supervisor shall print his/her name on the Joint Step A Grievance Form and initial, confirming the date of discussion. Time limits for filing a grievance at Informal Step A or appealing to Formal Step A may be extended by mutual agreement.

● **Article 15.2 (a) Formal Step A:** The Joint Step A Grievance Form appealing a grievance to Formal Step A shall be filed with the installation head or designee. In any associate post office of twenty (20) or less employees, the Employer shall designate an official outside of the installation as the Formal Step A official, and shall so notify the Union Formal Step A representative.

● **Article 15.2 (d) Formal Step A:** Any grievance initiated at Formal Step A, pursuant to Article 2 or 14 of this agreement, must be filed by submitting a Joint Step A Grievance Form directly with the installation head within 14 days of the date on which the Union or the employee first learned or may have reasonably have been expected to have learned of its cause.

● **Article 15.2 (c) Formal Step A:** The installation head or designee will meet with the steward or a Union representative as expeditiously as possible, but no later than seven (7) days following receipt of the Joint Step A Grievance Form unless the parties agree upon a later date. In all grievances at Formal Step A, the grievant will be represented for all purposes by a steward or a Union representative.

● **Article 15.2 (d) Formal Step A:** Both parties shall make a full and detailed statement of the facts relied upon, contractual provisions involved, and remedy sought. The Union is entitled to furnish written statements from witnesses or other individuals who have information pertaining to the grievance. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Articles 17 and 31. In non-discharge cases, the parties can mutually agree to jointly interview witnesses at the Formal Step A meeting. In discharge cases, either party can present two witnesses at the meeting-with additional witnesses possible should the parties so mutually agree.

● **Article 15.2 (e) Formal Step A:** The parties must make the Formal Step A decision and complete the Joint Step A Grievance Form **on the day of the meeting**, unless they agree to extend the time limit.

● **Article 15.2(f) Formal Step A appeal:** If the grievance is not resolved at Formal Step A, the union may appeal it to Step B within 7 calendar days of the Step A decision date (unless the parties agree to an extension of time for appeal)

● **Article 15.2. (G) Formal Step A appeal:** Additions and Corrections to the Formal Step A record may be submitted by the Union with the Step B appeal letter **within the time frame** for initiating the Step B appeal with a copy to the management Formal Step A official. A copy of the additions and corrections must be sent to the management Formal Step A official. Management may respond by sending additional information to the Step B team which is directly related to the union's additions and corrections provided that it is received prior to the Step B decision. A copy must be sent to the union Formal Step A representative.

● **Article 15.3.A:** At each Step of the grievance procedure the officials who meet are required to jointly review the Joint contract Administration Manual (JCAM). If the management official refuses to jointly review the relevant provisions of the JCAM which are involved in the dispute, that refusal will now produce an additional and separate violation of our contract.

These are the responsibilities local branch officials are required to do in the grievance procedure

Date Received at Step B (MM/DD/YYYY)



USPS-NALC Joint Step A Grievance Form

INFORMAL STEP A — NALC Shop Steward Completes This Section

1. Grievant's Name (Last, first, middle initial)		2. Home Telephone No.	
3. Seniority Date (MM/DD/YYYY)	4. Status (Check one) <input type="checkbox"/> FT <input type="checkbox"/> FTF <input type="checkbox"/> PTR <input type="checkbox"/> PTF <input type="checkbox"/> TE		5. Grievant's SSN
6. Installation/Work Unit			7. Finance Number
8. NALC Branch No.	9. NALC Grievance No.	10. Incident Date (MM/DD/YYYY)	11. Date Discussed with Supervisor (Filing Date)
12a. Companion MSPB Appeal? <input type="checkbox"/> Yes <input type="checkbox"/> No		12b. Companion EEO Appeal? <input type="checkbox"/> Yes <input type="checkbox"/> No	
13a. Supervisor's Printed Name and Initials (Completed by Supervisor)		13b. Steward's Printed Name and Initials (Completed by Steward)	

FORMAL STEP A — Formal Step A Parties Complete This Section

14. USPS Grievance No.

15. Issue Statement/Provide Contract Provision(s) and Frame the Issue(s)

16. Undisputed Facts (List and Attach All Supporting Documents) Attachments? No Yes Number _____

17. **UNION'S** full, detailed statement of disputed facts and contentions (List and Attach All Supporting Documents) Attachments? No Yes Number _____

18. **MANAGEMENT'S** full, detailed statement of disputed facts and contentions (List and Attach All Supporting Documents) Attachments? No Yes Number _____

19. Remedy Requested/Offered

20. Disposition and Date (Check one) <input type="checkbox"/> Resolved <input type="checkbox"/> Withdrawn <input type="checkbox"/> Not Resolved		Date of Formal Step A Meeting (MM/DD/YYYY)	
21a. USPS Representative Name		21b. Telephone No. (Include Area Code)	
21c. USPS Representative Signature		21d. Date (MM/DD/YYYY)	
22a. NALC Representative Name		22b. Telephone No. (Include Area Code)	
22c. NALC Representative Signature		22d. Date (MM/DD/YYYY)	

Instructions

If the initial Filing discussion between steward (and/or employee) and supervisor at Informal Step A does not resolve the grievance, the union steward may appeal the grievance by:

- Completing the "Informal Step A" section at the top of the form,
- Obtaining the supervisor's initials in Item 13, and
- Forwarding the form to union and management Formal Step A representatives within 7 days of the discussion.

INFORMAL STEP A — NALC Shop Steward Completes This Section

Item	Explanation
1-9	Self-explanatory. All items are essential.
10	Enter the date when the event causing the grievance occurred or when the employee or union first became aware of the event.
11	Enter the date the employee and/or the union first discussed the grievance with the immediate supervisor at Informal Step A. This is the Step A filing date.
12a-b	Determine and indicate whether the grievant has filed an MSPB and/or EEO complaint on the same issue.
13a	The supervisor's printed name and initials confirm the date of the Informal Step A discussion.
13b	The steward's printed name and initials confirm the date of the Informal Step A discussion.

FORMAL STEP A — Formal Step A Parties Complete This Section

- 14 The USPS grievance number is assigned by computer.
- 15 Frame the issue statement in the form of a question. Examples: "Was there just cause for the letter of warning dated 2/15/2002 issued to the grievant for unsatisfactory work performance, and if not, what is the appropriate remedy?" "Did management violate Article 8.5.G when the grievant was required to work overtime on 3/15/2002, and if so, what is the appropriate remedy?" If discipline is involved, always indicate the type of discipline (letter of warning, 7-day suspension, indefinite suspension, etc.) in the issue statement. Also, list specific contractual or handbook provisions involved in the grievance.

Note: The union steward may write a suggested issue in Item 15 when appealing to Formal Step A. The parties at Formal Step A are responsible for defining the issue as they see fit.

Note: If the grievance is resolved at Formal Step A, skip to Item 20 and note there the principles of the agreement. If the grievance is not resolved, complete Items 16 through 20.

- 16 Management and/or Union Representative: List all relevant facts not in dispute.
- 17 Union Representative: List any facts in dispute based on your understanding of the facts. Provide concise, descriptive statements outlining the union's position on the grievance.
- 18 Management Representative: List any facts in dispute based on your understanding of the facts. Provide concise, descriptive statements outlining management's position on the grievance.
- 19 Management Representative: Indicate remedy management is willing to offer.
- Union Representative: Provide a specific statement of the remedy the union is requesting. Example: "The LOW should be expunged from the record and the grievant made whole for all loss of wages, benefits, and rights."
- 20 Management and/or Union Representative: Note whether the case is resolved, withdrawn or not resolved. If resolved, note the principles of the agreement.
- 21-22 Enter names, telephone numbers, signatures, and date form is completed.

Article 15

Dispute Resolution Process

Informal Step A

☞ *Shop stewards and supervisors must learn to develop case files at Informal Step A*

☞ *Grievances begin on the workroom floor*

☞ *Informal Step A parties have the greatest understanding of the dispute and are capable of resolving grievances in most cases ...*

☞ *File building must start immediately when the union learns of a grievance ...*

☞ *Request the necessary documentation to perform an investigation ...*

☞ *If management does not comply with request file a grievance under Article 31... move BOTH case files at the same time.*

☞ *Require management to turn over any evidence of “just cause” at the informal Step A meeting ...*

☞ *Require a written response to the grievances at the Informal Step A meeting ...*

☞ *Be prepared to provide management with the same ...*

Article 15

Dispute Resolution Process

Formal Step A

- Ⓢ *Appeal the PS Form 8190 to USPS Formal Step A*
 - Ⓢ *Require management to acquire a G.A.T.S. number from Labor Relations ...*
 - Ⓢ *Speak to the NALC Informal Step A representative and gain a full understanding of the issue in dispute ...*
-

- Ⓢ *Avoid building the case file at the Formal Step A level whenever possible ...*
 - Ⓢ *Formal Step A representatives must try to remain objective ... like Step B representative.*
 - Ⓢ ***DO NOT** assume ownership of the dispute at Formal Step A ...*
-

- Ⓢ *Utilize the ability to agree to **REMAND** the case back to Informal Step A ... must be by mutual agreement.*
- Ⓢ *Always remember that your goal is to **RESOLVE** the dispute*
- Ⓢ *If the dispute is resolved, always make the Informal Step A representative aware of the agreed to resolution.*

Article 15

Dispute Resolution Process

Impasse to Step B

- ✎ *Always develop and prepare your final “item 17”, disputed facts and contentions, at the conclusion of the Formal Step A meeting.*
 - ✎ *Avoid filing “additions and corrections” whenever possible but if necessary do so within the 7 day time limit to appeal the case file to Step B ...*
 - ✎ *Provide management with a copy of your “additions and corrections” prior to mailing the case file to Step B.*
-

- ✎ *Management’s response to the union’s “additions and corrections” can only address the issues raised in the union’s addition and corrections.*
- ✎ *Management’s response must be received at Step B by the Dispute Resolution Team before the case is resolved and a copy of managements response must be provided to the union.*

Persuasive Documentation

- ✎ *Documentation such as arbitrations should be included in a case file and may determine your success at Step B and/or arbitration.*

USPS/NALC
Dispute Resolution Process
Questions and Answers
June 2002

- 1. What happens to cases from the former Article 15 process that are still in the system?**
They will continue to be heard in regional arbitration or pre-arbed at the NBA level. Nothing prohibits the NBA & District Manager from assigning those grievances to the Step B team through mutual agreement.
- 2. Do removal cases receive priority treatment?**
Yes, both for discussion and decision. See Article 15, Section 2, Step B(b) and Article 15, Section 4.B.4.
- 3. Since removals are deferred until after the Step B decision or 14 days after receipt at Step B (whichever comes first), who determines when they will be effective?**
The supervisor/manager who issued the removal or another management official at the local office is responsible for determining when the removal is effective consistent with the 30 day advance notice requirement in Article 16, Section 5.
- 4. How does the DRP affect safety and health grievances?**
They can be filed at Formal Step A directly with the installation head. The steward may fill out the first part of the form as usual and may file it directly with the installation head, bypassing the immediate supervisor.
- 5. In a small office the Union wants to designate the steward who filed the grievance at Informal Step A as the Formal Step A representative. May it do so?**
Yes. The contract language has not changed.
- 6. Does the immediate supervisor who receives the informal grievance have five days to respond?**
If the parties are unable to reach resolution during the informal discussion, the steward must initiate a Step A meeting by sending a Step A grievance form within seven days of the date of the discussion. The process does not build in five days for the supervisor to respond. However, nothing prohibits the parties from agreeing to a one or two day extension of the time limits to initiate a grievance in order to allow supervisor time to investigate prior to discussion.(See Article 15.2 Informal Step A(b)).
- 7. Can the parties agree to extend time limits in the process?**
The Step A and Step B representatives can agree to extend time limits for meeting and discussion at their respective steps.

8. **At what point does the grievance get a number, Step A or Step B? How does this happen?**
Numbering of the grievance is done by management and will not affect time limits.
9. **Are resolutions offered at Formal Step A from both parties entered on the Step A grievance form?**
Yes. However, if the case ultimately goes to arbitration, all settlement offers entered on the Step A Form must be deleted /whited out/overlined so that they are not presented to the arbitrator.
10. **Where are the unresolved Formal Step A grievances sent?**
The union sends the appeal and file directly to the DRT office. **What information should be in a file sent to Step B?**
The fully completed Joint Step A Form and all supporting documentation.
11. **Article 15 provides for additions and corrections to management's Step 2 decision. Is this changed in the DRP?**
Additions and corrections to the Formal Step A record may be submitted by the Union with the Step B appeal letter within the time frame for initiating the Step B appeal with a copy to the management Formal Step A official. (See Article 15 .2 Formal Step A (g)).
12. **What are the primary responsibilities of the DRT's?**
As agreed in the DRP, the primary role of the Step B resolution team will be to decide the grievances presented to them and to communicate the basis for the decision to the parties at Step A. Upon the joint request of the District Manager and the NBA, the teams also may be called upon to provide training and other assistance to the local parties. (See MOU, Dispute Resolution Process).
13. **To what extent should Step B teams be involved in workplace interventions?**
When there is joint agreement, the District Manager and NBA may call upon the Step B teams to handle workplace interventions where circumstances warrant and the activity does not interfere with the performance of the primary roles noted above.
14. **Who approves leave for DRT members?**
The District Manager or designee.
15. **Can DRT's travel to the field to address issues in local sites?**
The team's primary role is to decide grievances. However, it is permissible when jointly approved by the District Manager and NBA.
16. **Can DRT's handle cases involving investigation of city letter carriers by the Postal Inspection Service?**
Yes. There is no change in this regard.
17. **May the Step B team contact District management and/or the NBA for guidance?**
Yes. However, the DRT has the responsibility to make its own decision.