



Grievant's name:

Office:

ZIP

Informal Step A Union Contentions

Issue: Failure to Provide information in a timely manner

15. Did management violate Articles 17 and 31 of the 2011-2016 National Agreement by not providing the Union Steward  at  requested information in a timely manner? If so, what shall the appropriate remedy be?

17. The union contends that management is in violation of Articles 15, 17, 19 and 31 of the 2011-2016 National Agreement, Handbook M-39 Section 115.

The union steward provide an information request to the Postmaster office

Date:

Time:

Grievant:

Date Request Received at Postmasters Office:

Day four after request was received:

A copy of the request for information along with proof of the date of receipt is included in the moving papers.

The requested information was not provided in a timely manner. The Union contends that they can not enforce the National Agreement if they do not receive requested information in a timely manner. The Union contends management is in violation of Article 17.3, 17.4 and 31.3 of the NA:

**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;

**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:

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

**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

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.

The Union further contends that management is in violation several national Step 4 resolutions regarding the rights of stewards.

**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."

**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-00125 Step 4 November 13, 1978, NCC-12200**

**If management must delay an employee's request for a steward, management should inform the employee involved of the reasons for the delay and should also inform the employee of when time should be available.**

**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-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.

**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.**

**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.**

**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.

**M-01144 APWU Step 4 August 1, 1985, H1C-3F-C 43497**

The issue in this grievance is whether management violated the National Agreement by denying the grievant additional time to process grievances when overtime was called.

During our discussion, we mutually agreed to settle this case based upon the following understanding:

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

**M-01145 APWU 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.

The union further contends that management is in violation of the letter on Union Information requests sent from Marvin Coleman the Manager of Labor Relation for the Columbus District:

**SUBJECT: Union Requests for Information**

We continue to receive grievances and NLRB unfair labor practice charges alleging that we have failed to provide information request by our unions.

It violates both the National Labor Relations Act (NLRA) and our collective bargaining agreements if we fail to **provide information requested by our unions that is relevant and necessary** for them to perform their function. That includes not only information requested for grievances but also for contract administration, monitoring of compliance, and just about any other purpose. **Delay in providing information can be just as big a problem** as outright denial of information if it arrives in union hands too late to be used.

Postmasters, managers, and supervisors do not get the last word on what is relevant and necessary. When we hold back information requested on a theory that the information is not relevant, we often violate the NLRA and our contracts and so most of the charges and grievances appear to have merit at that point. We need to become more vigilant. All regions of the NLRB are under instruction to provide unfair labor practice charges to our Law Department and, if information is not provided within 14 days, all NLRB Regional Directors remain under order to issue complaints unless excused by one of their senior Regional Directors.

I want to remind you again that prompt compliance with request for information (RFI) has long been national Postal Service policy. There have been several memorandums from both headquarters and the Eastern Area on management's obligations to provide the unions with information requested and timeliness.

These instructions have not always been fully implemented and that is part of why we continue to receive grievances and unfair labor practice charges. That is why I am again sending out the protocol for providing information. We will achieve improved compliance by ensuring that all requests for information get recorded when they are received and that compliance is documented when information is provided. See the attached form letters, log and guidelines. The heading on the four (4) form letters are self-explanatory as to their use, when appropriate. The logs must be used by postmasters, managers, and supervisors to record and track each union request for information. A separate log must be maintained for each union. Each completed document must be kept in a secure file at the facility and will be reviewed periodically by labor relations. If an ULP is filed we will have documentation to support our compliance.

The enclosed guidelines entitled "Duty to Provide Information to the Union in Grievance Matters" was developed by the law department as training information for supervisors and is intended as general reference material. It is not equivalent to a handbook or manual. Some content may be subject to interpretation and potential changes in the law. Further, the content does not address all encompassing issues.

Summary Rules for RFI:

1. All RFIs are to be logged into the attached forms when received and compliance is documented on the forms as well.
2. The forms are to be kept secure and up to date so we can show compliance and reduce the number of grievances and make ULP charges easier to defend.
3. No RFI is to be denied without written approval (email OK) from Labor Relations. Labor Relations must seek approval from the Eastern Area Law Department prior to approving the denial.
4. **No RFI is to be delayed more than three days without written communication to the requesting union. The communication should, if possible, include when the information will be provided.**
5. You should consider extending the filing deadline on a grievance for as long as it takes to provide the information.
6. Information not at your location or in your custody should be tracked down and provided by you. It is not acceptable under the NLRA to send the requester to someone else.

The Union contends this is an ongoing problem in the Columbus Installation.

19. Management will cease and desist violations of Articles 17 and 31 of the 2011-2016 National Agreement. Management will furnish all required documentation in a timely manner. No request for information is to be delayed more than three days without written communication to the union steward. The communication should, if possible, include when the information will be provided. Management is to provide the Union Representative with all requested information in a timely manner thus allowing grievances to be filed timely. Management is to pay the grievant a lump sum of \$50.00 for continued violations of Article 17 and 31 of the NA. Future violations may result in escalating remedies.