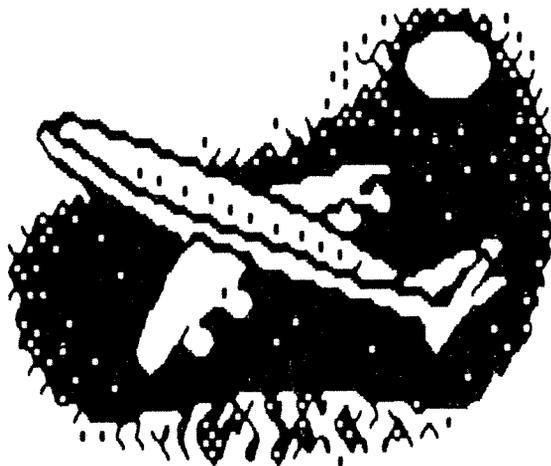


RANKING POSITIONS
TO A
HIGHER LEVEL



A REPORT BY:

JEFF KEHLERT

National Business Agent
representing clerks in
Your Region

NEW JERSEY, DELAWARE, PENNSYLVANIA
AMERICAN POSTAL WORKERS UNION, AFL-CIO

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Memorandum

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*From the Office of JEFF KEHLERT
National Business Agent
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RANKING POSITIONS TO A HIGHER LEVEL

TO:

Dear Brothers and Sisters:

SUBJECT:

The purpose of this report is to place into a readily accessible package the applicable provisions of the Collective Bargaining Agreement and authoritative arbitral reference pertaining to our ability to obtain upgrades in bargaining unit jobs from a lower level of pay to a higher level. We are not talking about temporary details in which a worker is paid higher level for only the work performed; but rather permanent upgrades to higher levels based upon the work being done from day to day.

For instance, a Level 5 General Clerk is, each scheduled workday, performing Level 6 Accounting Technician work. The Level 5 General Clerk is upgraded to a Level 6 Accounting Technician with the Level 5 General Clerk duties as additional work within the Level 6 work assignment. How does this happen? Part 230 of the Employee and Labor Relations Manual contains the regulations governing the description and evaluation, or ranking, of bargaining unit positions. In these regulations are the contractual requirements for not only the evaluation of positions but also those for the upgrading of positions.

Parts 234.2 and 234.21 of the ELM state:

234.2 Basis for Position Evaluation

234.21 Comparison of a position's duties, responsibilities, and work requirements to key positions in Chapter B of Handbook P-1, (future EL-201) serves as the only basis for evaluation. Specifically, these factors determine final ranking; the difficulty of the work to be performed, the degree of responsibility to be exercised, the scope and variety of tasks involved, and the conditions under which the work will be performed.

This provision clearly asserts that in order to properly evaluate or rank bargaining unit positions, the P-1 Handbook's Bargaining Unit Position descriptions must be compared with the actual work included in existing jobs. Part 234.22 states:

234.22 The following factors do not affect the position evaluation:

- a. The incumbent's knowledge, skills, abilities or previous position title.
- b. Designation of the roster from which the employee will be selected.

These provisions require that any evaluation not be based upon what position is presently held or what skills, training, or knowledge is possessed by the worker. Additionally, a worker can certainly be paid for higher level work and placed in a higher level position regardless of whether such job presently exists or is authorized at the installation.

ARTICLE 25 HIGHER LEVEL ASSIGNMENTS

Section 1. Definitions

Higher level work is defined as an assignment to a ranked higher level position, whether or not such position has been authorized at the installation.

After comparison of the P-1's Position Descriptions and the actual duties performed by the worker, the following regulations are applied to determine whether or not the individual is not only being properly paid for the work performed, but is in the proper position.

234.3 Criteria for Evaluating Mixed Assignments

234.31 Regularly Scheduled to Two Positions on a Daily Basis. When a full-time employee is scheduled every workday to perform the work of two separately defined positions in two different grades, the employee is placed in the position of the higher grade. The duties of the lower grade position, while included in the work assignment, represent extra duties in relation to the official position and do not affect the pay grade of the employee.

This language does not require that a certain quantity of work be performed daily in the higher level for the upgrade to be achieved. Nor does it require a certain amount of time performing the higher level work on a daily basis. All that is required is for the higher level work to be performed each day. If the higher level work is done each day, the employee is upgraded and placed into the higher level job.

234.32 Regularly Scheduled on Intermittent Days in Two Positions. When a full-time employee is regularly scheduled on intermittent workdays to perform the work of two separate positions in different grades, the employee is placed in the position in which more than 50% of the time is spent. If the time is equally divided, the employee is placed in the higher grade position.

If a worker is performing in two separate wage level positions on a periodic basis, then the worker is placed in the position in which more than half the time is spent. If the time spent is equal, the worker is upgraded to the higher level position.

234.33 Regularly Scheduled on Intermittent Days to More Than Two Positions.

When a full-time employee is scheduled on intermittent days to perform the work of more than two positions in different grades, and less than 50% of the time is spent in a single position, the total work assignment of the employee is separately defined as a position and ranked in an appropriate grade.

This provision gives management the responsibility to rank a position when that positions' duties consist of work from more than two positions in separate grades, and when less than 50 percent of the time comes from any one position. However, when management ranks such a "combined" position, we must carefully examine the duties to ensure all higher level work performed is being properly compensated.

Part 235 of the ELM specifically provides for grievance procedure access when challenging the level, title or position identification (Article 15 also provides such access).

235 Appeals

Employees with positions covered by a collective bargaining agreement may grieve the salary level, title, or identification of their positions through the Agreement's grievance-arbitration procedures.

One of the questions which arises when discussing upgrading positions is whether the worker holding the job will remain in

the position once the job is upgraded or whether the job must be posted for bid. Article 37, Section 3.A.9 gives the answer:

9. Filling Upgraded Positions

a. When an occupied clerk craft position is upgraded on the basis of the present duties:

(1) The incumbent will remain in the upgraded job provided the employee has been in that job for more than one year.

(2) The job will be posted for bid or application in accordance with the Agreement if the incumbent has not been in the job for more than one year.

b. When an occupied clerk craft position is upgraded on the basis of duties which are added to the position:

(1) The incumbent will remain in the upgraded job provided the employee has been in that job for more than one year. The year of required incumbency in the job begins when the duty or duties were added which permitted the job to be reranked.

(2) The job will be posted for bid or application in accordance with the Agreement if the incumbent

has not been in the job more than one year since the date when the duty or duties were added which later permitted the job to be reranked.

The following is authoritative arbitral reference supporting our position on the upgrading of positions:

ARBITRATOR WITTENBERG, CASE NUMBER N4C-1P-C 40123, PAGES 5-7

The crux of the issue before the Arbitrator is whether the Grievant performed Level 6 duties on a regular basis while assigned to the Montclair Post Office. The Arbitrator finds that the Grievant did perform higher level duties for the reasons set forth below.

A review of the job specifications for Accounting Clerk and Accounting Technician reveals that the Grievant's duties fall squarely within the job description of the higher level title. In so finding, the Arbitrator credits the Grievant's testimony concerning the duties he performs. That testimony was not only credible, it was supported by documentation. Moreover, the Grievant's testimony concerning the duties he performs was unrebutted.

Having found that the Grievant has been performing Level 6 duties, the Arbitrator turns next to the issue of remedy. The Union requests that the Grievant be placed in the higher level position and that he receive back pay for the time he performed the higher level work. In support of its position, the Union cites Section 233.41 of the ELRM which states:

233.4 Criteria for Evaluating Mixed Assignments

.41 Regularly Scheduled on a Daily Basis. When a full-time employee is scheduled every workday to perform the work of two separately defined positions in two different grades, the employee is placed in the position of the higher grade. The duties of the lower grade position, while included in the work assignment, represent extra duties in relation to the official position and do not affect the pay grade of the employee.

The Postal Service contends that there is only one remedy available to the Arbitrator, namely, that the Grievant be compensated at the PS-6 level of pay for the time he performed the higher level duties. The Postal Service argues that it is inappropriate to place the Grievant in the higher title since the position of Accounting Technician is already filled at the Montclair Post Office. It contends further that, if the Grievant was performing the higher level duties, it was because the incumbent was assigned other duties to perform.

The Postal Service also points to the fact that the Union requested only higher level pay during the course of the grievance procedure. It argues that, under Article 3 of the National Agreement, moreover, that it has the exclusive right to direct employees in the performance of their duties.

The ELRM requires that employees be placed in the grade reflecting where more than 50 per cent of their time is spent. In view of the fact that the Grievant spends approximately 90 per cent of his time performing Level 6 duties, he must be placed in Level 6 status. The Arbitrator leaves to the Postal Service the determination of the position title to be accorded, in view of the fact that the Accounting Technician title is already filled at the Montclair Post Office.

As for the Postal Service's contention that the Grievant should only receive the higher level pay, not the higher title, the Arbitrator finds the argument to be unpersuasive. The Montclair Post Office had ample time, from the date the grievance was filed, until the hearing, to exercise its managerial right to assign the Grievant to his proper Accounting Clerk duties. Having elected to benefit from the Grievant's performance of Level 6 duties and responsibilities, the employer must abide by the contractual and regulatory remedies for its actions. Specifically, the Grievant shall be upgraded to a Level 6 position and shall be paid the difference between Level 5 and 6 from the date the grievance was filed forward. Such back pay shall be without interest.

At the arbitration hearing, there were two witnesses: the grievant and Mr. Shukes.

Testimony from the grievant was taken in her office. She reported, in detail, duties performed, including: some typing; some filing; updating manuals and handbooks; taking and screening about 60 telephone calls a day; and by person-to-person service, or by answering telephone inquiries, guiding customers on matters involving postage rates, customer complaints about junk mail, use of Express Mail and other postal services, minor service complaints which need adjustment, merchandise follow-up activity, customer address changes and Postal Service examinations.

To the union, these duties satisfy standards in the job description for General Clerk, Level 5, particularly the stated "Basic Function" of "[p]erforms a variety of office clerical duties utilizing postal knowledge or experience at a post office or installation such as a transfer office, station, AMF, etc."

To the Postal Service, duties performed are no more than that required of a Clerk Typist, Level 4, as specified in the pertinent job description, whose listed "Basic Function" is: "[p]erforms miscellaneous office clerical and typing duties". On post-hearing brief, the Postal Service relies on the testimony of Mr. Shukes that the grievant has been advised to direct customer complaints to him and delivery complaints to a delivery supervisor and that, although the grievant "may listen to several complaints", she "does not have the capacity or authority to adjust minor service complaints", as required for a general clerk. Post-hearing brief at 2.

Overall, the employer concludes the grievant performed only routine clerical-type duties.

Mr. Shukes' testimony did not come through as portrayed by the Postal Service on post-hearing brief. The overriding theme of his testimony was that the grievant does all she says she does and that she does more than her clerk typist job "on her own initiative".

That assessment is not tantamount to the manager accepting that he thinks the grievant should be upgraded to the general clerk job — but it goes a long way to that end.

For what is almost a working lifetime, the grievant has served in the same job, in the same place, at the same rank. This is no prescription for promotion. Some employees do not grow. But the grievant is alone in an office adjoining customer services—an office, which to the public, would lead to the impression that the occupant is a ranking postal official. She has not been disciplined or warned about doing too much in the job. There are no reports she acted over her head on customer complaints or needs. Effectively, the Postal Service, particularly at the local level, has been enriched by the services of an experienced employee doing a job closer to that of a general clerk than clerk typist, with very little required typing (which might be expected for an employee in such job designation).¹

Whoever reviewed the job description of Clerk Typist, Level 4, in this reranking dispute, should have been astounded that one of three categories of work for such designated employee is "cuts mimeograph stencils". Anyone under 50 coming upon a stencil would likely see visions of dinosaurs, if he or she had any idea what the stencil was.

The Manager of Mail Processing could not have been against upgrading the grievant. He declined to make a recommendation against it. The MSC Director of Human Resources could not have been against upgrading the grievant. He saw some merit for it.

¹ The Postal Service, also on post-hearing brief, concludes the grievant performed "an extremely small amount of typing". Post-hearing brief at 3. The Postal Service also analyzes seven arbitration decisions introduced by the union supporting other grievances concerning upgrading. The employer is correct that those decisions turned on the facts but, cumulatively, they establish a firm base for accepting that, where job duties are described in a quasi-judicial setting, an arbitrator may make a judgment contrary to a job duties analyst, particularly, as here, where no analyst came to the work site to evaluate the work.

The decision on upgrading was left to the division office in Pittsburgh. That office denied the request, without reason. And, no one from that office came to make an on-the-scene appraisal of job duties.

The grievant deserved better.

The grievant performed higher level work within the meaning of Article 25, Section 1.

In accordance with ELM 233.4, the grievant performed General Clerk duties, Level 5, more than Clerk Typist duties, Level 4, therefore, she should be upgraded to that position.

ARBITRATOR ZUMAS, CASE NUMBER E4C-2A-C 33720, PAGES 4-5

FINDINGS AND CONCLUSIONS

After review of the record, including the testimony, it is this Arbitrator's finding that the National Agreement was violated when Management failed and refused to up-grade Grievant's position from Level 5 to Level 6. He is entitled to the difference, during all times pertinent, but without interest.

Under the job description, a Bulk Mail Clerk has the basic function of accepting, classifying the chargeable postage on second or third class mail matter or both. He also accepts other classes of mail and receipts for such matter if necessary, separates and distributes mail, opens and dumps sacks and pouches; and renders duties at the window. He reports to a foreman or other designated supervisor.

The Basic Function of a Level 6 Bulk Mail Technician is:

"For approximately 75% of the time works alone, or serves as a working leader to one or more employees on a Tour, engaged in accepting, classifying, weighing, computing and recording of chargeable postage on permit bulk mailings of all classes, including permit imprint, precanceled and metered mailings."

From the record, it is seen that Grievant works alone, performing all of the functions of a Bulk Mail Technician at the Media facility. Additionally,

Grievant testified that he never dumped sacks/pouches, and never worked the window. He received no supervision from anyone at the Media facility; and if he needed to contact anyone about Bulk Mail matters, he contacted Philadelphia.

There was no testimony, or other refutation by Management in the record, as to the work performed by Grievant during the period in question. Grievant worked completely without supervision, and it is obvious from the record that Grievant performed all of his duties at the higher level. The fact that there was no Bulk Mail Technician position at the Media facility is of no consequence.

In E4C-2F-C 39131, Arbitrator Parkinson held:

"I am persuaded by the evidence that considerably more than 50% of the Grievant's duties are related to financing and accounting functions, as well as other Level 6 tasks. (Grievant) has been performing these tasks but without the benefit of being assigned to the higher graded position(s) and/or pay Level. Although the factual situation is not on point with this case, Arbitrator Powell noted in a rather recent decision (E4C-2E-C 46901) that under the elm an 'employee should be placed in the grade reflecting where more than 50% of the time is spent.' This is precisely the case in this grievance. (Grievant's) General Clerk's position that has evolved into one that in reality is not reflective of that job, but rather is one entailing Level 6 work for a great majority of his time during his work day."

On the basis of the foregoing, Grievant is entitled to the relief requested, without interest.

ARBITRATOR ZUMAS, CASE NUMBER E4C-2B-C 9795, PAGES 4-5

After review of the record, including the testimony, it is this Arbitrator's finding that this grievance must be sustained.

It is clear that Grievant, throughout the entire period in question, was performing higher level work consistent with the EL-303 Personnel Clerical and

Support positions - Level 5/6 requirements. Grievant demonstrated proficiency in all of the categories requisite to a Level 6 position. In addition to the recommendation of the Postmaster in April 1986, the current SPO at Media testified that Grievant's work was equivalent to that performed by an EAS-11. Not only was he performing personnel work, but secretarial work as well.

While the Postmaster may have incorrectly recommended that Grievant be classified as a Personnel Clerk Level 6, when no such position existed at the media facility, Grievant's work, in fact, more closely resembles that of a Level 6 Secretary/Office Assistant position.

Under the circumstances, Grievant shall be compensated the difference between Level 5 and Level 6 commencing in February 1985, without interest. The Service is ordered to create a position for Grievant at the Media facility commensurate with his duties.

ARBITRATOR SCHEDLER, CASE NUMBER S4C-3U-D 16658, PAGES 4-6

In this grievance, the Union maintained that the Employer violated 233.41 of the Employee and Labor Relations manual and that the Grievant was entitled to level 6 pay and benefits for all hours worked since September 14, 1985. The Employer denied violation of 233.41, and the Employer maintained that Article 25 of the National Agreement applied and the Grievant was paid properly for the hours he has worked since September 1985. After carefully considering all the evidence, I find that the Employer violated 233.41 of the Employer and Labor Relations manual. I will explain my reasons for this finding.

1. From the Grievant's testimony, as well as management's testimony, it was quite clear that the Grievant was working 50% of his time at level 6 and 50% of his time at level 5. This was true for 5 days a week for 40 hours per week. The only deviation from the usual tasks occurred when the Grievant was called in to work overtime. I do not consider that deviation to be relevant to this grievance. Clearly, the Grievant's job duties were permanent and the duties were not likely to change until he bid to another job. Under these circumstances, 233.41 of the Employee and Labor Relations manual applies.

That section provides that the employee will be placed in the position of a higher grade when "a full-time employee is scheduled every workday to perform the work in two separately defined positions in two different grades." That is precisely what the Grievant has been doing. He works 1/2 of the day as a level 5 Distribution Clerk and the other 1/2 of the day as a level 6 Scheme Examiner. Furthermore, the fact that he was awarded the bid on October 13, 1984 was proof that management intended for the Grievant to be permanently in level 6.

2. The assignment of an employee to a "higher level detail" is generally considered a temporary assignment. Such assignments may last for weeks and, on some occasions, the higher level detail may become, after appropriate authorization, a permanent assignment. Article 25 mentions "short term details" and "long term details"; but, whether the detail is long or short, it is always temporary.

Section 235 of the Employer and Labor Relations manual allows an employee access to the grievance procedure over questions of grade level and job duties. The Employer argued that only the Regional Office could authorize a new job at Level 6 or above. That may be true, but 233.41 does not distinguish between level 6 and higher from level 5 and lower. The parties could have included language in 233.41 if they wanted a distinction. Furthermore, the parties provided in 235 of the Employer & Labor Relations manual that salary level, title, and position identification are grievable matters; and, in the absence of any distinction between level 5 and level 6, the fact that the Scheme Examiner position was not authorized by the Regional Office is irrelevant.

ARBITRATOR MOBERLY, CASE NUMBER S4C-3T-C 8105, PAGES 5-7

The parties agree that the issue is whether the assignment held by Grievant should be ranked at level 5 or level 6. Management makes the initial ranking, but under Section 235 of the Employer and Labor Relations

Manual, employees "may grieve the salary level, title or identification of their positions through the grievance-arbitration procedures of the agreement.

The Arbitrator has carefully reviewed the position descriptions involved as well as the evidence concerning the duties of the position held by Grievant. To a considerable extent the duties of the Bulk Mail Clerk, level 5, and Bulk Mail Technician, level 6, overlap. However, it appears that the work performed by Grievant more closely resembles that described for level 6. For example, he works alone almost one hundred percent of the time, and the level 6 description provides "for approximately 75% of the time works alone" as an alternative to serving as a working leader. His work is largely independent and without close supervision, unlike the bulk mail clerks working in Tulsa. He knows more about bulk mailing than his local supervisors, so they cannot be of much assistance. Technical assistance is available by telephone from Tulsa or Oklahoma City, but most of his work is performed without either assistance or supervision. The volume is substantial, occupying all but three hours of his work week. His working knowledge and daily activities concerning bulk mail are significant and substantial, as they would have to be since he bears almost the entire responsibility for bulk mail patrons in the Muskogee office. Under these circumstances, the position should be classified as a level 6 rather than a level 5.

The original grievance requested that Grievant be granted back pay from the date the grievance was initiated. This is an appropriate time to commence back pay, since Management was put on notice of the claim at that time.

ARBITRATOR DWORKIN, CASE NUMBER C4C-4H-C 2653, PAGES 10-12

Article 3 of the Agreement establishes Management's exclusive right "(t)o determine the methods, means, and personnel by which (its) operations are to be conducted." This language invests the Postal Service with the prerogative (sic) to decide what classification or rank of employees will perform certain tasks, and a managerial decision on this question is not open to arbitral intervention unless it is proven to be unreasonable, arbitrary, discriminatory, or plainly erroneous. While the Union submitted some evidence tending to demonstrate that the

Director's refusal to upgrade Grievant's position had elements of arbitrariness, the truth of the contention was by no means established. Admittedly, the Director did not visit Emporia to watch Grievant at work or undertake a job audit. However, he did have reasons for his decision and he knew that level 5 clerks performed much the same work in other small post offices.

This case does not turn on the issue of arbitrariness, but there is compelling evidence that the decision of the Director was erroneous. Grievant's testimony, most of which was not even challenged by the Postal Service, confirms that he performs what is clearly level 6 work, although not as a Bulk Mail Technician. As the Postal Service contends, that position is probably meant for larger installations. However, there is another level 6 Position Description which fits Grievant's almost exactly. The Description of the basic functions of a level 6 Mailing Requirements Clerk is:

BASIC FUNCTION. Serves as either the only or the principal non-supervisory source of information for customers and local postal employees in regard to matters of classification, mailability, rates, methods of mailing, fees and special services, and other related phases of postal laws and regulations, participates in local Revenue Protection Program in a post office not designated as a MCC or MSC.

According to the evidence, this is precisely what Grievant does. He is the principal non-supervisory source of mailing information.

It is arguable that the vacancy posted in October, 1985 described level 5 work because it required only that the successful applicant "resolve minor customer problems" and explicitly allowed him/her to refer more complicated inquiries to Supervision. Shortly after he began the job, however, it became clear that Grievant was expected to resolve all problems — major as well as minor. The Employee's undisputed testimony was that the Emporia Postmaster instructed him to answer all inquiries without turning to anyone for assistance.

A significant area of dispute between the parties centers on the amount of time Grievant spends in what he alleges is level 6 work. Grievant's estimate is six hours per day; the Postal Service maintains that he is employed at least five hours per day in ordinary, routine level 5 functions. The Arbitrator regards this area of controversy as irrelevant. The evidence confirms that Grievant is involved in level 6 work at least part of every day. Even if most of the time he performs as a level 5, he is still entitled to be ranked at level 6. This conclusion is unavoidable in light of the following, unqualified language of Section 233.4 of the ELM:

233.4 Criteria for Evaluating Mixed Assignments

- .41 Regularly Scheduled on a Daily Basis. When a full-time employee is scheduled every workday to perform the work of two separately defined positions in two different grades, the employee is placed in the position of the higher grade. The duties of the lower grade position, while included in the work assignment, represent extra duties in relation to the official position and do not affect the pay grade of the employee.

The evidence convincingly supports Grievant's claim, and his grievance will be sustained.

ARBITRATOR DWORKIN, CASE NUMBER C1C-4C-C 35979, PAGES 4-5

The grievance is well taken and will be sustained. The portions of the ELM relied upon by the Postal Service pertain mainly to jobs which are new to the system or involve changed duties and responsibilities. Those sections do not prohibit an employee from demanding, and obtaining through arbitration, ranking which conforms to his/her duties. Although the Review Clerk position does not exist in Fargo, North Dakota, it is defined position within the Postal Service which carries an established pay grade. Section 233.41 of the ELM requires nothing more. An employee's entitlement under that Section is not restricted only to receiving upgrades to positions authorized at a particular facility. The Section states simply that an employee who regularly performs work of "two separately defined positions" shall be classified at the higher of the two levels.

If Management declines to grant an upgrade required by Section 233.41, the aggrieved employee has access to arbitration. Section 235 of the ELM provides:

Employees whose positions are covered by a collective bargaining agreement may grieve the salary level, title or identification of their positions through the grievance-arbitration procedures of the agreement.

Article 25, Section 2 of the Agreement pertains to occasional higher-level assignments. The benefit it provides is not a substitute for the right of an employee to be re-ranked when dual assignments are worked on a daily basis. In such instance, Section 233.41 of the ELM controls. Under that Section, that fact that an existing, defined classification has not been authorized at an individual facility is, in the Arbitrator's opinion, irrelevant.

As you can see by the collective arbitral reasoning, we can certainly obtain pay level upgrades for jobs based upon what work is being done, regardless of what title some supervisor or postmaster gives a job.

When we file grievances for upgrades, we must include detailed lists of the specific duties being performed by the worker each working day. After comparing the actual work being done to the position descriptions of higher level jobs, we will find in many cases, that clerks are entitled to the higher level position and its higher level salary.

Excerpts from the ELM, P-1 Handbook, Bargaining Unit Position Descriptions, and the aforementioned arbitration decisions are available from my office. Should you have any questions regarding this report or higher level upgrades, please contact me at (856) 427-0027 or write:

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Yours for democracy in our Union, I remain


Jeff Kehlert
National Business Agent
Clerk Craft

REPORTS BY JEFF KEHLERT

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The following reports are available, upon request, from my office:

1. **Sky's the Limit**
Produced with former National Business Agent for the Maintenance Craft, Tim Romine. This report addresses our ability to obtain "restricted" forms of documentation necessary for enforcement of the Collective Bargaining Agreement with particular emphasis on medical records/information.
2. **Your Rights in Grievance Investigation and Processing**
An alphabetical compilation of Step 4 Interpretive Decisions on shop stewards' rights and related subjects.
3. **More Rights in Grievance Investigation and Processing**
A second volume of the Your Rights report including numerous Step 4 decisions.
4. **Grievances in Arbitration**
A compilation of arbitration decisions on various subjects with a brief synopsis of the awards included.
5. **Vending Credit Shortages and Other Issues**
A report on multiple subjects including the title subject, use of personal vehicles, Letters of Demand, etc.
6. **Letters of Demand - Due Process and Procedural Adherence**
A history in contractual application of the due process and procedural requirements of the Employer in issuing Letters of Demand including numerous arbitration decision excerpts and the application of the principle of due process to discipline.
7. **Ranking Positions to a Higher Level**
Utilization of Article 25 and Employee and Labor Relations Manual Part 230 to upgrade Bargaining Unit Positions to Higher Levels based upon work being performed. (With authoritative arbitral reference.)
8. **Winning Claims for Back Pay**
Applying Part 436 of the Employee and Labor Relations Manual in conjunction with our Grievance Procedure to obtain denied pay and benefits, up to six years in the past.
9. **Letters of Demand -- Security and Reasonable Care**
As Management corrects due process and procedural errors when issuing letters of demand, we must turn to other methods of prosecuting grievances for alleged debts. This report addresses F-1 and DMM regulations to enable us to prove security violations exist.
10. **Surviving the Postal Inspection Service**
This report brings together the crucial information (Situations, Questions and Answers, National APWU Correspondence) necessary for employees and shop stewards on what rights must be utilized when Postal Inspectors come calling. Its goal is to enable Postal Workers to Survive and not lose their livelihood.
11. **Out-of-Schedule Compensation, Strategies for Winning Pay When our Collective Bargaining Agreement is Violated.**
This report places into a readily accessible package the controlling Collective Bargaining Agreement provisions, arbitral reference, contractual interpretation and strategies necessary to pursue violations of the National Agreement in which out-of-schedule compensation would be an appropriate remedy.
12. **A Handbook: Defense vs. Discipline: Due Process and Just Cause in our Collective Bargaining Agreement**
The arguments, Collective Bargaining Agreement references, investigative interviews, and arbitral authority brought together to provide the best possible defenses when discipline is issued.