



STEP B DECISION

**STEP B TEAM:
Tennessee**

Monica Lucas, USPS
Paul F Glavin, NALC

**District Grieving:
Tennessee**

Decision:	RESOLVED
USPS Number:	C16N-4C-C 19151583
Grievant:	Class Action
Branch Grievance #:	B4-00127-19
Branch:	4
Installation:	Nashville
Delivery Unit:	Glenview
State:	Tennessee
Incident Date:	Ongoing
Informal Step A Initiated:	02/27/2019
Formal Step A Meeting Date:	03/22/2019
Date Received at Step B:	03/29/2019
Step B Decision Date:	05/07/2019
Issue Code:	19.2000
NALC Code:	507799

ISSUE:

1. Did Management violate the Step 4 settlements for case numbers H1N-1J-C 40875 (M-00544) and H90N-4H-C 95018608 (M-01302) and Section 3 of the Administrative Support Manual (ASM) via Articles 15 and 19 of the National Agreement when they established a policy requiring the carriers to comply and sign a non-postal form? If so, what is the appropriate remedy?
2. Did Management violate Articles 15, 17, 31 and 41 of the National Agreement via Step B Decision C16N-4C-D 18442360 and multiple more for the Nashville Installation when they failed to provide the attendance letter signed by Letter Carrier Patty Reid and provide information in a timely manner? If so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team (DRT) has **RESOLVED** this grievance. The DRT agrees Management at Glenview station violated the National Agreement when requiring city letter carriers to sign "Welcome Back Letters" or "Return to Work Letters." Management will cease and desist this practice. The DRT also agrees the letters signed by carriers Ligon, Reid, Stuart and Weaver will be removed from their personnel files immediately upon receipt of this decision and will not be cited or relied upon in any future disciplinary actions.

EXPLANATION:

The Union contends Management violated the National Agreement I when they utilized and required letter carriers to sign a locally developed form which has not been approved of in accordance with Chapter 3 of the Administrative Support Manual (ASM). This locally developed form is not listed in Postal Service Publication 223 nor does it have a recognized form number therefore, it is not a form authorized for use. The parties at the National level have already addressed the issuance of locally generated forms not in accordance with ASM Chapter 3 are to be immediately discontinued. The National level parties

have also determined that there is no requirement that a carrier sign the subject material as received. Management is arbitrarily soliciting and requiring carriers to sign a non-postal form as evidenced in the statements contained in the case file. The Union contends Glenview Station Management violated Articles 17 and 31 when they failed to provide information in a timely manner. Their failure to provide this information also resulted in a violation of Article 15. The Union requests that Management cease and desist violating Step 4 settlements when issuing locally generated non-postal forms not promulgated in accordance with the ASM and to discontinue their use.

Management contends M-00544 cited by the Union is in regards to operation of postal vehicles and whether management properly used and developed a form relative to such. The issued being grieved in this case is attendance and not operation of a postal vehicle. It mentioned the use of a locally generated form and it also states carriers are not to be required to sign the form or acknowledge the information was received. It also mentions that management has the right to document the fact that specific provisions of handbooks and manuals were reviewed by the carrier and that the information was provided to the carrier. Management is using the form, in this case, as a Welcome Back Letter for Attendance to discuss and make a personal notation of the date for their, if the carrier so chooses, own personal records. Management contends the "Welcome Back Letter" or the "Return to Work Letter" is a form issued by labor to aid management and to insure they are citing correct ELM Articles by giving employees the correct information and while having a discussion on the employees' attendance, positive or negative. There is no local policy stating that an employee must sign these letters. Article 15 has not been violated as the grievant has had the opportunity to file a grievance. Article 19 is irrelevant in this case. All information was provided to the Steward in a timely manner. Therefore, there is no violation of Articles 17 or 31. No violation has been committed under Article 16 as it is Management's responsibility to discuss minor offenses with employees. Management requests NALC Branch 4 cease and desist from filing frivolous grievances in an attempt to stop local management from effectively managing its operation. Additionally, no employee has been discipline for failing to sign a return to work letter.

Page 19-2 of the JCAM states the following:

Local Policies. Locally developed policies may not vary from nationally established handbook and manual provisions (National Arbitrator Aaron, H1N-NAC-C-3, February 27, 1984, C-04162). Additionally, locally developed forms must be approved consistent with the *Administrative Support Manual (ASM)* and may not conflict with nationally developed forms found in handbooks and manuals.

The DRT notes the handouts provided to carriers contains POSTAL SERVICE ATTENDANCE POLICIES at the top of the letter. The body of the notification lists the Postal Service Attendance requirements per the Employee and Labor Relations Manual (ELM).

The case file contains a statement from carrier Patsy Reid which reads as follows:

I was told to sign the attendance form. I would like the form to be removed from all files and not used or cited for any future disciplinary actions.

Carrier Bianca Weaver responds as follows in an interview performed by the Union:

...can you text me a statement on what happened the day Anna tried to get you to sign that attendance form? She only said just sign it! She just had come over and was like it needed to be signed, I asked you do, I sign it. She signed it and took it back.

Carrier Joslyn Stuart submits a statement which reads in relevant part as follows:

When I returned from my absence Anna told me to sign the attendance form. I was not given a choice to sign it and I did not knowing I had a choice.

The Union performed an interview with carrier Leslie Ligon as follows:

...When they issued you the letter of warning for attendance. I requested the information for the discipline. This letter was in your file. Is this your signature? Yes it is

Ok...were you told to sign it? Yes

Management contends that there is no local policy stating an employee(s) must sign a "Return to Work" or "Welcome Back Letter". However, the statements and interviews submitted by the Union reveal otherwise. Management failed to dispute any of the specific allegations contained within the case file.

The DRT directs the parties to Step 4 Memorandum of Understanding (M-00015) dated November 17, 1977, NC-S-8696, which reads in relevant part as follows:

Signatures or initials may be required to verify attendance at a meeting, receipt of a document, etc. However, to require an employee to sign that he has read and understood instruction, as a condition of employment for which disciplinary action may be administered, is inappropriate.

The DRT notes the above referenced Step 4 decision reveals an employee cannot be required to sign that he or she has read and understood instruction for which disciplinary action may be administered. This subject grievance was initiated when the Union was notified by a carrier that Management was requiring her to sign the letter as being received.

The DRT recognizes the Step 4 decision for H1N-1J-C 40875, M-00544, is relevant to this instant grievance as follows:

Management may document the fact that specific provisions of handbooks and manuals were reviewed by the carriers and that information regarding vehicle operations was given to the carriers. However, inasmuch as there is no national requirement for carriers to acknowledge that the subject information was received, carriers should not be required to sign a local form.

The DRT cites the following Step 4 for H90N-4H-C 95018608, M-1302, in relevant part as follows:

The issue in this grievance is whether management violated the National Agreement when a local policy was issued and carriers were required to sign off that they were present when the information was read to them.

After reviewing this matter, the parties mutually agreed to the following:

There is no requirement that a carrier sign that the subject information was received.

Management submits a copy of the letter which contains only a space for Management to sign and date the form. The Union alleges there is a space at the bottom of the form allotted for the required employee signature. However, copies of the letter submitted by the Union do not contain a dedicated space for the employee to sign with the only exception being the letter provided to Joslyn Stuart.

Management includes the following in the submitted contentions:

The "Return to Work" or, often referred to as "Welcome Back Letter", is a form issued by labor to aid management and insure they are citing correct Employee Labor Manual Articles and giving employees correct information, **while having a discussion on the employees attendance**, positive or negative...Management contends no violation(s) have been committed and under Article 16 of the National Agreement, **it is management's responsibility to discussion [sic] minor offenses with employees.** Management, also cites article 16, Discipline Procedures, of the NALC-USPS Joint Contract Administration Manual page 16.2 Discussion:

"...While such discussions may not be cited as an element of prior adverse record in any subsequent disciplinary action against an employee, they may, where relevant and timely, be relied upon to establish that employees have been made aware of their obligations and responsibilities."

The DRT agrees Management's utilization of the "Welcome Back Letter" or "Return to Work Letter" as a substitute for a discussion is improper and violates Article 16 of the National Agreement.

Article 16.2 of the National Agreement reads as follows:

16.2 Section 2. Discussion

For minor offenses by an employee, management has a responsibility to discuss such matters with the employee. Discussions of this type shall be held in private between the employee and the supervisor. Such discussions are not considered discipline and are not grievable. Following such discussions, **there is no prohibition against the supervisor and/or the employee making a personal notation of the date and subject matter for their own personal record(s). However, no notation or other information pertaining to such discussion shall be included in the employee's personnel folder.** While such discussions may not be cited as an element of prior adverse record in any subsequent disciplinary action against an employee, they may be, where relevant and timely, relied upon to establish that employees have been made aware of their obligations and responsibilities.

Page 16-5 of the JCAM contains the following:

Both the supervisor and the employee may keep a record of the discussion for *personal* use, however these are not to be considered official Postal Service records. **They may not be included in the employee's personnel folder**, nor may they be passed to another supervisor.

The DRT determines Management is improperly utilizing the letter as a method of documenting a discussion. Management is prohibited from including in any employee's personnel folder a written record of a discussion. The contractual provisions regarding discussions are sufficiently described in the above referenced Article 16 language. Management solely providing Postal Service policies to employees rather than following the instruction of Article 16.2 cannot be considered as a discussion.

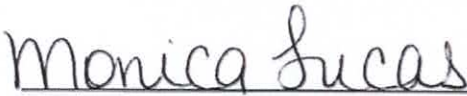
The Dispute Resolution Team (DRT) has **RESOLVED** this grievance. The DRT agrees Management at Glenview station violated the National Agreement when requiring city letter carriers to sign "Welcome Back Letters" or "Return to Work Letters." Management will cease and desist this practice. The DRT also agrees the letters signed by carriers Ligon, Reid, Stuart and Weaver will be removed from their personnel files immediately upon receipt of this decision and will not be cited or relied upon in any future disciplinary actions.

This grievance file contained the following documents:

- (1) PS Form 8190
- (2) Issue Statement and Remedy Requested
- (3) Union's Contentions, 11 pages
- (4) Steward's Statement
- (5) Did you develop...
- (6) I was told...
- (7) Postal Service Attendance Policies, 2 pages
- (8) Text Messages
- (9) Statements and forms, 3 pages
- (10) Investigative Interview, 2 pages
- (11) Text messages and forms, 4 pages
- (12) Statement
- (13) Arbitration Award for MB-NAT-562/MB-NAT-936, 16 pages
- (14) M-01517
- (15) John Potter letter

- (16) M-00852, 2 pages
- (17) M-01325
- (18) M-01302
- (19) M-00544
- (20) Steward's Statement
- (21) Union's Request for Information
- (22) NLRA citations
- (23) M-01094
- (24) M-00316, 2 pages
- (25) Tuscaloosa Arbitration Award for G11N-4G-C 14200265, 10 pages
- (26) Tuscaloosa Arbitration Award for G11N-4G-C 14200245, 12 pages
- (27) Step B Decision for C16N-4C-D 18442360, 5 pages
- (28) Step B Decisions page 1 (some also include page 2), 14 pages
- (29) Formal Step A Settlements, 11 pages
- (30) JCAM pages, 12 pages
- (31) E-mail and attachments, 14 pages
- (32) Management's Contentions, 3 pages
- (33) M-00544
- (34) M-1302
- (35) Postal Service Attendance Policies
- (36) Page 16-4 of the JCAM

In reaching the above decision, the DRT carefully reviewed each of the documents and placed the appropriate value to each as it applied to the issue in this grievance.



Monica Lucas
USPS Step B Representative



Paul F. Glavin
NALC Step B Representative

USPS Number: C16N-4C-C 19151583

Cc: Steve Lassar, NALC NBA, Region 8
Jill Miniard, Eastern Area Labor Relations Manager
Michael Kulikowski, Eastern Area Labor Relations Representative
Sharon Bowers, Management Formal A Representative
Jason Leath, NALC Formal A Representative
Christopher Alexander, District Manager
Barbara Kirchner, District Human Resources Manager
Nita Fournier, District Labor Relations Manager

Long Island – Westchester District
Dispute Resolution Team

Exhibit #



1

STEP B DECISION

Step B Team:	Decision:	RESOLVED
Long Island - Westchester	USPS Number:	4B23N-4B-C 26008615
	Grievant:	Class Action
David VanderWerf	Branch Grievance Number:	225-211
James Sheridan	Branch:	6000
	Installation:	West Islip
	Delivery Unit:	MPO 11795
District Grieving:	State:	New York
	Incident Date:	Ongoing
Long Island	Date Informal Step A Initiate:	10/07/2025
	Formal Step A Meeting Date:	10/31/2025
	Date Received at Step B:	11/08/2025
	Step B Decision Date:	12/12/2025
	Issue Code:	19.0000
	NALC Subject Code:	600207
	Original Step B Received Date:	
	Date Sent to Assisting Team:	

Procedural Note: The LI-Westchester DRT has agreed to extend the Time Limits for this grievance in accordance with Article 15.2 of the JCAM that states in part: The Step B team will review the appeal and issue a joint report Step B (b) of the decision and any supporting findings within fourteen (14) days of receipt of the appeal at Step B unless the parties mutually agree to extend the fourteen (14) day period.

ISSUE: Did Management violate Articles 3, 15, and 19 of the National Agreement (NA) along with Memorandum of Understanding (MOU) M-01517, Step 4 Settlement M-00544, H2N-1J-C 40875 and H90N-4H-C 95018608 (M-1302), M-01325 Arbitrator Garrett's Award MB-NAT-562 (C-00427), I94N-41-C97116055 and Pre-Arbitration M-00852 H7N-2D-C 42122, along with ASM 324/325 when they required carriers to sign and acknowledge a locally developed document known as "Welcome Back/Return to Work" packet? If so, what shall the remedy be?

DECISION: The Dispute Resolution Team (DRT) has **RESOLVED** this grievance. The DRT has determined that Management violated Article 19 of the NA when they utilized a locally developed form and included a signature block for employees. Management will ensure compliance with Postal Manuals and discontinue the use of locally developed forms in accordance with the ASM. Management will not utilize the information gathered on the locally developed forms previously used and will dispose of them properly.

The DRT has determined that Management may use a Return to Work Checklist for its own record keeping purposes and as a guide for Attendance Reviews, but that a carrier is not required to sign or date the cited checklist since it is not an approved form by the US Postal Service in accordance with Article 19 of the Joint Contract Administration Manual (JCAM).

The DRT has determined that Management violated Article 15 of the NA when it did not abide by signed Formal Step A Settlements regarding the use of "Welcome Back/Return to Work" packets.

The DRT did not consider any additional remedies at this time for this instant case.

EXPLANATION: The DRT asserts that this instant grievance is a contractual case, and it is therefore incumbent upon the Union to supply the evidence that meets the burden of proof to sustain the grievance. Documentary evidence contained within a case file determines the outcome of a grievance.

UNION CONTENTIONS: The Union contends that Management is using a locally developed form "Welcome Back" documents when an employee is absent from work and Management required the carriers to sign for the document. The Union believes this is being done to assist Management in issuing discipline for them to make the claim the carrier's attendance was brought to their attention. However, the Union contends that nowhere in the ELM or National Agreement (NA) does it state the Key Indicator Report or any part of the NA that the Welcome Back Form replaces the PS Form 3972. The Union asserts the PS Form 3972 is the controlling document and that no other form (3) replaces the process for Management to perform attendance reviews.

The Union adds the Welcome Back document is a direct violation of Article 19 of the NA and the Administrative Support Manual (ASM) Section 324 along with Memorandums of Understanding (MOU's). The Union states that this locally developed form has not been approved by the National Parties and therefore cannot be cited.

The Union contends that Management violated Article 15 of the NA when they failed to abide by two previous Formal Step A Settlements regarding the "Welcome Back" documents.

The Union cites Article 19 and 15.3A of NA as it pertains to Local Policies, Section 324 of the ASM, and MOU's M-1334 and M-00852 in support of their position.

REQUESTED REMEDY: The Union requests that the Return to Work/Welcome Back Packet will not be used in any form or manner at the West Islip Post Office. Any documents issued since the settlement of 09/12/2025 will be rescinded and expunged immediately. The forms cannot be cited in any future discipline. Management will cease and desist immediately.

MANAGEMENT CONTENTIONS: Management notes the Union contends that Management is requiring carriers to sign the Welcome Back Package. Management contends this claim is inaccurate. Management contends that the carriers are not required to sign the package, they are simply asked if they wish to do so. That no employee is forced or pressured to sign. Therefore, Management states the Union's request is denied.

Management contends the Welcome Back/Return to Work Checklist is provided as an information tool to help carriers understand the rules, regulations and expectations related to attendance policies. Its purpose is to ensure all employees are aware of these standards. The checklist clearly indicates that the employee's signature is "optional", as noted by the work "OPTIONAL' next to the signature line.

Management adds this matter reflects an ongoing challenge in maintaining a cooperative relationship between Management and the Union. Unfortunately, issues that could be resolved through clear communication often become unnecessarily adversarial.

The DRT has reviewed the documentation and contentions provided in the case file prior to achieving a resolution to this grievance.

The DRT provides that the documentary evidence contained within a case file is instrumental in determining the outcome of a grievance. The DRT asserts that it does not matter how articulate or persuasive the arguments presented in the case are written if the documentary evidence is not there to support them. It is not what you say happened that counts rather it is what you can *prove* happened. The DRT provides that documentary evidence includes forms, documents, records, photographs, written statements or other tangible items which prove a fact.

The DRT cites Page 19-1 of the Joint Contract Administration Manual (JCAM), in reference to the above citation:

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least sixty (60) days prior to issuance. At the request of the Union, the parties shall meet concerning such changes. If the Union, after the meeting, believes the proposed changes violate the National Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure within sixty (60) days after receipt of the notice of proposed change. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished the Union upon issuance.

The DRT cites Page 19-2 of the JCAM:

Local Policies. Locally developed policies may not vary from nationally established handbook and manual provisions (National Arbitrator Aaron, H1N-NAC-C-3, February 27, 1984, C-04162). Additionally, locally developed forms must be approved consistent with the Administrative Support Manual (ASM) and may not conflict with nationally developed forms found in handbooks and manuals. National Arbitrator Garrett held in MB-NAT-562, January 19, 1977 (C-00427), that "the development of a new form locally to deal with stewards' absences from assigned duties on union business—as a substitute for a national form embodied in an existing manual (and thus in conflict with that manual)—thus falls within the second paragraph of Article 19. Since the procedure there set forth has not been invoked by the Postal Service, it would follow that the form must be withdrawn."

The DRT notes that the case file contains a form that is not a USPS Official Form/Official Document titled "Return to Work Checklist. The case file provides that the Management has been using the cited form to apprise employees of their duties and responsibilities regarding attendance.

The DRT notes and cites the following:

Step 4 Settlement for case number I94N-4I-C 97116055 (M-01325) states in relevant part:

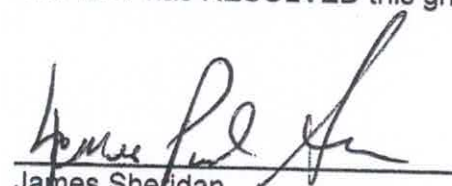
We also agreed that the issuance of local forms, and the local revision of existing forms is governed by Section 325 of the Administrative Support Manual (ASM).

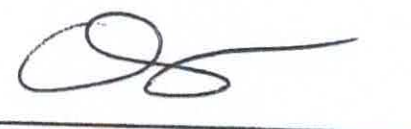
The locally modified form at issue was not promulgated according to ASM 325.12. Therefore, Management must discontinue using this form.

The DRT notes both Parties included contentions regarding the signature block on the locally developed form in question. The DRT agrees that including the signature block, even if marked as optional for the employee to sign, the form could be used in future actions against the employee against cited MOUs and National Level Arbitrations in the case file. The DRT asserts that Management has multiple tools available within the NA and JCAM, as well as the Handbooks and Manuals to apprise employees of their duties and responsibilities regarding attendance policies and procedures upon their return from an absence to include attendance reviews.

The DRT notes that a prior Formal Step A Settlement provided that Management will not require or ask carriers to sign for a "Welcome Back/Return to Work Checklist", or that Management will not write "Refused to Sign", and that Management agreed to not cite the Welcome Back Packet if discipline is issued for attendance in the future, has been included in the case file. The DRT notes an additional Formal Step A Settlement in the case file with similar resolutions. The DRT reminds Management that they agreed to and signed the Formal A Settlements that are included in the case file and therefore are required to comply with the Formal Step A Settlement Agreements.

The DRT has RESOLVED this grievance.


James Sheridan
USPS Step B Representative


David VanderWerf
NALC Step B Representative

cc Step A Parties
District Labor Relations

National Business Agent
Area Labor Relations

Grievance File Contents:
PS Form 8190 (1 Page)
Union Contentions (4 Pages)
Form, Return to Work Checklist (2 Pages)
PS 8190s Formal A Agreements (2 Pages)
Article 15.3.A (1 Page)
Pages 19-1 and 19-2 of the JCAM (2 Pages)
MOUs M-1302/M-00544/M-00852/M-01325/M-01517/M-01492 (7 Pages)
MB-NAT-562/MB-NAT-936 (16 Pages)
Shop Steward's Contentions (4 Pages)
LOW for Carrier C. Layer - dated 09/23/2025 (2 Pages)
PS 8190 – Not Resolved 10/31/2025 (1 Page)
Management's Contentions (7 Pages)
Appeal Receipt (1 Page)

Exhibit #



STEP B DECISION

**STEP B TEAM:
Tennessee**

Monica Lucas, USPS
Michael J. McCall, NALC

Decision:	RESOLVED
USPS Number:	G19N-4G-C 25391040
Grievant:	Class Action
Branch Grievance #:	2025-5
Branch:	1994
Installation:	Dyersburg
Delivery Unit:	Post Office
State:	Tennessee
Incident Date:	Ongoing
Informal Step A Initiated:	07/11/2025
Formal Step A Meeting Date:	07/24/2025
Date Received at Step B:	08/01/2025
Step B Decision Date:	10/16/2025
Issue Code:	19.0000
NALC Code:	600207, 505006, 600232

ISSUE:

1. Did Management at the Dyersburg Post Office violate Articles 5, 15, and 19 of the National Agreement by implementing a locally developed blanket policy of issuing carriers a return to work or welcome back packet? If so, what is the appropriate remedy?
2. Did Management at the Dyersburg Post Office violate National Arbitrator Garrett's award in case number MB-NAT-562 (C-00427), the Step 4 settlement for case number I94N-4I-C 97116055 (M-01325), and the pre-arbitration agreement for case number H7N-2D-C 42122 (M-00852) via Article 15 of the National Agreement and Sections 324 and/or 325 of the Administrative Support Manual (ASM) via Article 19 of the National Agreement by utilizing a locally developed and/or locally revised form? If so, what is the appropriate remedy?
3. Did Management at the Dyersburg Post Office violate Articles 17 and 31 of the National Agreement by failing to furnish relevant, requested information in a timely manner, and failing to grant the Union's requested interviews? If so, what is the appropriate remedy?
4. Did Management at the Dyersburg Post Office violate Article 15, Section 3.A, and Postal Service Policy Letter (M-01517) via Article 19 of the National Agreement by failing to comply with the Step B decision dated 1/12/24 for Grievance number G19N-4G-C 24083133? If so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team (DRT) has **RESOLVED** this grievance. The DRT agrees the locally developed form was not authorized according to ASM, Section 324.2. Therefore,

Management will discontinue use of the locally developed form entitled "Return to Work Checklist" upon receipt of this decision. All previous forms will be removed from all Letter Carriers' personnel files and records and local Management's files and records and destroyed. The DRT agrees Management violated Articles 17 and 31 when they failed to provide properly requested information in a timely manner and failed to provide Steward Markham time to interview Letter Carriers. Management will cease and desist violating Articles 17 and 31. Carriers C. Jeter and P. Hicks are each awarded one-time lump sum payments of \$10 minus standard deductions for preparing statements off the clock. Management violated Article 15 and Postal Service Policy Letter M-01517 when they failed to comply with a previous instruction to cease and desist violating Articles 17 and 31.

EXPLANATION:

Management has implemented a local blanket policy issuing return to work/welcome back packets after returning from unscheduled leave. The Union contends the return-to-work packets are a locally generated form and are in violation of the National Agreement via the Administrative Support Manual. Management is finally certifying that they have reviewed the information in the packets with the Letter Carrier then retaining them to use in disciplinary matters. Management is attempting to use the forms in place of discussions and attendance reviews. Management also failed to provide information in a timely manner and failed to allow the Shop Steward to conduct interviews with other employees.

Management denies violating the National Agreement and contends the Return to Work packet is intended solely for informational and educational purposes and to provide employees a summary of their current leave balance, attendance history, and key leave policies which enable them to make informed decisions about their leave usage going forward. The packet is not a disciplinary tool and has never been used in a manner to initiate corrective action. The Step 4 decisions cited by the Union pertain to improper local implementation of discipline through forms. The RTW packet has no disciplinary function and does not replace, amend, or conflict with nationally mandated forms. It is not a PS Form and is not used to document official discipline or establish adverse action. The Union was provided with a copy of the first page of the RTW packet as documented. Management remains available to provide additional information or clarification as requested. At no time did the Union request formal interviews related to this matter. There is no contract language prohibiting Management from meeting with employees to review their attendance. In fact, the ELM and JCAM recognize those rights. No contractual, handbook, or policy violation has occurred. Management is willing to review and discuss the packet's use with the Union in a collaborative setting. No remedy is warranted.

The file contains a copy of the "Return to Work Checklist" containing a handwritten date of June 12, 2025. It includes a space to place "Employee's Full Name" and consists of instructions for the following:

Clock Rings	Tardiness	Cancellation of Overtime
Sick Leave & LWOP	Request for Emergency Annual	Pattern Setting
Other	Irregular Attendance	

The checklist also contains a location for Management to check off when review completed with the employee for FMLA, Dependent Care, EAP, and 21 sections of the ELM and/or Handbook F-21. The additional pages of the checklist consist of the ELM and Handbook F-21 Sections as well as a portion of the Department of Labor Poster WH-1420. The bottom of the first page

contains a space for employee comments, a space for the employee to sign, and a space for Management's signature and a date.

Page 19-2 of the JCAM states the following:

Local Policies. Locally developed policies may not vary from nationally established handbook and manual provisions (National Arbitrator Aaron, H1N-NAC-C-3, February 27, 1984, C-04162). Additionally, **locally developed forms must be approved consistent with the *Administrative Support Manual (ASM)*** and may not conflict with nationally developed forms found in handbooks and manuals.

The Administrative Support Manual (ASM) contains the following:

322.13 Local Forms

Local forms are designed by field units for local Postal Service use only. Local forms are neither listed in Publication 223 nor stocked in the material distribution centers.

323.3 Field Management

Field managers must:

- a. Follow all policies and guidelines in corporate directives (such as *Postal Bulletin* articles, management instructions, and handbooks) when completing or processing a form.
- b. Ensure that the correct forms are used to support business processes.
- c. Ensure that completed forms are managed, retained, and disposed of as described in Handbook AS-353, *Guide to Privacy, the Freedom of Information Act, and Records Management*.
- d. Ensure that local forms do not interfere or conflict with nationally approved forms.

The Step 4 Settlement for I94N-4I-C 97116055, M-01325, reads in relevant part as follows:

We agreed that the issuance of local forms and the local revision of existing forms is governed by Section 325 of the Administrative Support Manual (ASM). The locally modified form at issue was not promulgated according to ASM 325.12. Therefore, management will discontinue using this form.

The Step 4 Pre-Arbitration settlement for H7N-2D-C 42122, M-00852, reads as follows:

The issuance of local forms, and the local revision of existing forms is governed by Section 324.12 of the Administrative Support Manual (ASM). The locally developed form was not promulgated according to ASM, Section 324.12. Therefore, management will discontinue the use of the subject form.

Section 324 of the Administrative Support Manual (ASM) contains the following:

324 Development, Coordination, and Clearance

324.1 Development

Headquarters organizational units approve the requirements for new or revised forms within their functional areas. Forms Management analyzes and designs the form and assigns an identifying number.

324.2 Coordination and Clearance

The originating office obtains the necessary clearances from other affected organizational units before a new or revised form is approved. Required clearances include:

Type of Form	Required Clearance
Forms that affect wages, hours, and other terms and conditions of employment, or that concern any work and/or time standards or studies relating to any bargaining unit employees.	<p>PS: Through the vice president of Labor Relations using the clearance option 3 memo (see MI AS-310-96-3, <i>Management of Policy and Procedure Information — Paper and On-Line</i> 2009).</p> <p>Local: Through the appropriate area Human Resources manager.</p>

The DRT agrees there is no documentation in the case file revealing Management submitted for or obtained the necessary clearance from the Area Human Resources Manager as required by the Administrative Support Manual for the usage of this local form.

The Return to Work Checklist contains a location for an employee's signature. However, it reads, "Employee signature (optional)".

The Step 4 for H1N-1J-C 40875, M-00544, addresses Management requiring employees to sign a local form as follows:

... there is no national requirement for carriers to acknowledge that the subject information was received, carriers should not be required to sign a local form.

The Step 4 Pre-Arbitration settlement for H90N-4H-C 95018608, M-1302, reads as follows:

The issue in this grievance is whether management violated the National Agreement when a local policy was issued and carriers were required to sign off that they were present when the information was read to them. After reviewing this matter, the parties mutually agreed to the following: There is no requirement that a carrier sign that the subject information was received. ...After reviewing this matter, the parties mutually agreed to the following: There is no requirement that a carrier sign that the subject information was received.

The file contains a statement from Letter Carrier Paige Hicks which indicates Supervisor Robert Owens "told me I needed to sign the bottom of one of the papers". The statement indicates that when she inquired what the form was she was told "oh nothing just some paperwork I needed to sign, nothing major".

Article 17.3 of the National Agreement reads in part as follows:

Section 3. Rights of Stewards

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.

JCAM page 17-6 contains the following:

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

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

Article 31.3 of the National Agreement reads in part as follows:

Section 3. Information

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

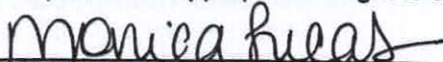
Management contended, "At no time did the union request formal interviews related to this matter". The Union submits a Request for Information signed as received on June 26, 2025, by Supervisor Robert Owens which contains a request to interview all carriers, clerks, custodians, and Managers. The Union also contended that Management failed to provide a complete copy of City Carrier Jeter's attendance file as requested to which Management failed to respond.

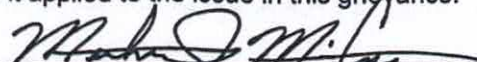
The Dispute Resolution Team (DRT) has **RESOLVED** this grievance. The DRT agrees the locally developed form was not authorized according to ASM, Section 324.2. Therefore, Management will discontinue use of the locally developed form entitled "Return to Work Checklist" upon receipt of this decision. All previous forms will be removed from all Letter Carriers' personnel files and records and local Management's files and records and destroyed. The DRT agrees Management violated Articles 17 and 31 when they failed to provide properly requested information in a timely manner and failed to provide Steward Markham time to interview Letter Carriers. Management will cease and desist violating Articles 17 and 31. Carriers C. Jeter and P. Hicks are each awarded one-time lump sum payments of \$10 minus standard deductions for preparing statements off the clock. Management violated Article 15 and Postal Service Policy Letter M-01517 when they failed to comply with a previous instruction to cease and desist violating Articles 17 and 31.

This grievance file contained the following documents:

- (1) File Contents, PS Forms 8190, Blocks 15 & 16, Union Contentions, Statement, 16 pages
- (2) Return to Work Checklist, Statements, Step B Decision, TACS EERs, 24 pages
- (3) C-34211, M-00852, M-01325, C-00427, RFI, Extension, Formal A Appeal, RFI, 32 pages
- (4) Email, Steward Certification, Email, Management Contentions, 5 pages

In reaching the above decision, the DRT carefully reviewed each of the documents in the file and placed the appropriate weight to each as it applied to the issue in this grievance.


Monica Lucas
USPS Step B Representative


Michael J. McCall
NALC Step B Representative

USPS Number: G19N-4G-C 25391040

Cc: Steve Lissan, NALC NBA Region 8
James Gavner, Southern Region Field Labor Relations Director
Janet Peterson, Southern Region Labor Relations Specialist
Shelly Sharp, USPS Step A Representative
Bo Cupples, NALC Step A Representative
Omar R. Coleman, District Manager
Greg Fjerestad, District Human Resources Manager
Derek Truman, District Labor Relations Manager (A)