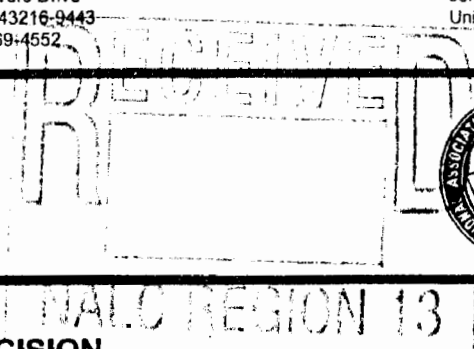


COLUMBUS DISTRICT DISPUTE RESOLUTION TEAM

John Taulbee
Management Representative

850 Twins Rivers Drive
Columbus, OH 43216-9443
Fax: 614-469-4552

John F. Collins
Union Representative



STEP B DECISION

Step B Team: John Taulbee
John F. Collins

Decision: **Resolve**
USPS Number: K01N-4K-C 07155070
Grievant: Class Action
Branch Grievance Number: SS-188-07
Branch: # 2611
Installation: Wheaton
Delivery Unit: 20902
State: Maryland
Date Step A Initiated: Refused to Meet
Step A Meeting Date: Refused to Meet
Date Received at Step B: 08/20/07
Step B Decision Date: 10/30/07
Issue Code: 31.2000

District: Capitol Metro

ISSUE: Did management violate the National Agreement (NA) by not providing the union with requested documentation pertaining to the investigation of a potential overtime grievance for 4th quarter of calendar year 2006? If so, what shall the remedy be?

DECISION: The Dispute Resolution Team had reached a **Resolve** to this grievance. The Step B Team finds blatant violation of the National Agreement and previous settlements and verbal commitments to the union.

Management is ordered to pay a lump sum of one (1) thousand dollars (\$1,000.00) to be distributed to the carriers on the Overtime Desired List, as designated by the local union representatives.

Furthermore, management is ordered to meet with the local union representatives within thirty (30) days upon receipt of this decision with the documents requested by the union to resolve the quarterly overtime issues.

If management does not meet with the local union within the thirty (30) days with the documents requested from the union, management shall pay an additional one (1) thousand dollars (\$1,000.00) per week until the union is provided with the documents requested for the quarterly overtime issues.

Management is ordered to cease and desist in not adhering to the union's contractual rights as outlined in Articles 17 and 31 of the National Agreement.

Additionally, management shall pay the following union representatives a monetary lump sum of Fifty dollars (\$50.00) each within fourteen days of receipt of this decision. Further violations may result in additional monetary awards.

Delano Wilson

Fulton Godfrey

EXPLANATION: The Step B Team was instructed to render a decision based on the documents in the case file and that such decisions are neither precedent setting nor citable.

According to the documents in the case file, management failed to schedule a Formal A meeting and provided no contentions in the case file.

Included in the case file were two (2) statements from the union representative to the Step B Team:

To Whom It May Concern:

September 19, 2005

On August 16th while attending a Labor/Management Meeting at Brentwood, I had the opportunity to meet privately with N.B.A. Tim Dowdy and M.P.O.O. John Cordell. We discussed the present grievance procedures and the backlog of grievances in Silver Spring. After reviewing this ongoing worsening problem, John Cordell suggested further discussion was necessary. An August 22nd meeting was then scheduled with Postmaster Tony Thompson at the Silver Spring Administrative Office.

Attending the August 22nd meeting was M.P.O.O. John Cordell, Postmaster Tony Thompson and me. Discussed was the ineffectiveness of the current grievance procedures. As of January 24, 2005, there is a different Management Advocate attending each weekly Step A meeting. Frequently the assigned Management Advocate for the week cancels at the last minute, leaving that week's grievances unresolved. This results in little or no continuity from week to week, thus causing a back log of grievances. This is unacceptable.

Also discussed at this meeting was the problem of Supervisors ignoring "information requests" from Union personnel at informal meetings. Shop Stewards are not getting the information that they need from the Supervisors due to "failure to meet" excuses. M.P.O.O. John Cordell agreed that this situation needs to change or the "Supervisors will receive disciplinary action."

As of this writing the grievance procedures and lack of information problems continues to escalate out of control. This situation needs to be fixed now!

.....Dennis Fitzpatrick, President Branch 2611

"It is unfortunate when management decides not to participate in the dispute resolution process forcing the hand of the union to forward grievances. This is exactly what has occurred at Wheaton for the last few months. The union has done all they can do in attempts to meet with management so the process can be a success. After months worth of extensions and a special meeting held on May 25, 2007, attended by Postmaster, Tony Thompson, Union President, Dennis Fitzpatrick, Manager, Karen Tomlin, Union Stewards, Fulton Godfrey and Delano Wilson, and Supervisor, Andrea Wright. Management assured the union members that every effort would be made to meet to resolve or submit the grievance to the B team in a timely fashion. After 2 more months of extensions manager, Karen Tomlin, transferred to New York without finishing 26 cases. When I explained that I could wait any longer, Ms. Tomlin said she understood but postmaster, Tony Thompson, would not allow her to finish the cases before she left, leaving me with no other choice but to forward all the grievances."

.....Delano Wilson Steward

Also included in the case were twelve (12) extensions for time a limitation, the union also contends that management refused to meet on the following Branch grievances:

SS-167-07	SS-197-07	SS-242-07	SS-300-07	SS-304-07	SS-308-07
SS-178-07	SS-199-07	SS-243-07	SS-301-07	SS-305-07	SS-309-07
SS-180-07	SS-215-07	SS-245-07	SS-303-07	SS-306-07	SS-310-07
SS-188-07	SS-216-07	SS-299-07	SS-302-07	SS-307-07	SS-311-07
SS-196-07	SS-221-07				

The union contends that management is in violation of the Formal Step A Resolution signed on April 23, 2007 which states:

"Management will provide Mr. Godfrey or a designee with the properly requested union time and information to process the grievance by 9/30/07."

There were no management contentions or documents included in the case file and, as stated previously, management refused to meet as contractually obligated to do.

The Step B Team provides the contractual obligations for the Formal Step A meetings:

15.2

Formal Step A (c) and (d)

(c) 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 shall be represented for all purposes by a steward or a Union representative who shall have authority to **resolve** the grievance as a result of discussions or compromise in this Step. The installation head or designee also shall have authority to **resolve** the grievance in whole or in part.

(d) At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. 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. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.

(Emphasis added)

(JCAM page 15-5)

The Step B Team finds blatant violation of the National Agreement and previous settlements and verbal commitments to the union.

Management is ordered to pay a lump sum of one (1) thousand dollars (\$1,000.00) to be distributed to the carriers on the Overtime Desired List, as designated by the local union representatives.

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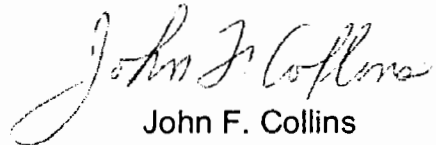
Additionally, management shall pay the following union representatives a monetary lump sum of Fifty dollars (\$50.00) each within fourteen days of receipt of this decision. Further violations may result in additional monetary awards.

Delano Wilson

Fulton Godfrey



John Taulbee
USPS Step B Representative



John F. Collins
NALC Step B Representative

Items included in packet:

- PS Form 8190
- Letter to Step B Team from union representative
- List of grievances management refused to meet on.
- Extensions (12) pages
- Formal Step A Resolution dated 4/23/07
- Union request for information dated 4/2/07
- JCAM Articles 17 and 31
- Memorandum signed 9/30/91
- Letter from Timothy Haney dated 8/6/03
- PS Form 3996
- Grievance resolution signed on 04/23/07
- Union's contentions (2) pages

CC: Capital Metro District Dispute Resolution Team
NALC National Business Agent (Impasse only)