

REGULAR ARBITRATION PANEL

-----X
In the Matter of the Arbitration) GRIEVANT: V. Walker
)
between) POST OFFICE: Groton, CT
)
UNITED STATES POSTAL SERVICE) CASE NO:
) USPS #B01N-4B-C 07007665
) #B01N-4B-C 07007669
-and-) Union ##14-050960, 140050959
)
NATIONAL ASSOCIATION OF)
LETTER CARRIERS, AFL-CIO)
-----X

Before: Barbara C. Deinhardt, Esq., Arbitrator

Appearances:

For the U.S. Postal Service: Joseph Patek
Labor Relations Specialist

For the Union: Ronald Augustus
Union Advocate

Place of Hearing: Groton, CT

Date of Hearing: June 6, 2007

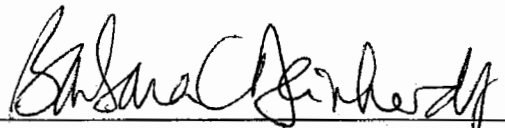
Date of Decision: June 20, 2007

Relevant Contract Provision: Article 15

Type of Grievance: Contract

Decision Summary

The grievances are sustained.



Barbara C. Deinhardt, Esq.
Arbitrator

RECEIVED

JUL 2 2007

John J. Casciano, NBA
NALC - New England Region

Pursuant to the Agreement between the National Association of Letter Carriers and the United States Postal Service, I was designated by the parties to hear and determine these disputes under the Regional Level, Regular Arbitration provisions of the Agreement. At the request of both parties, the two cases were combined for hearing and decision.

ISSUE PRESENTED

The issue as set forth in the Step B Decisions is “Has Management violated Article 15 of the National Agreement; if so, what should the remedy be?”

BACKGROUND

The two cases involve the progression of a dispute and grievances over the adjustment to routes in the Groton Post Office following a route inspection. (The following recitation of facts will be those related to USPS Case #B01N-4B-C 07007665, NALC #14-050960. There was a similar progression of grievances and Step B decisions related to the other case, except that those Step B decisions also referred to a repeated failure by management to provide requested information and documentation and directed monetary penalties to be paid to two carriers—R. DiMaggio and M. Sousa.) The original grievance, Grievance #8-45-06, was filed by the Union on April 6, 2006. Following the filing of the grievance, the Union steward, Vincent Walker, sent a letter to the Postmaster David Ravenelle asking that a Step A meeting be scheduled no later than April 19. No meeting was scheduled. The Union therefore forwarded the file to the B Team on April

27, which issued a decision on May 1, remanding the case for further development. The remand directed the parties to meet at the Formal Step A level and fully discuss the grievance. If they were unable to resolve the grievance, the Union could appeal it to Step B. No meeting was in fact held following the Step B decision. The Union asserts that the Postmaster never scheduled the meeting and the Postmaster testified that he thought that Mr. Bresnihan, who had been involved in the route inspections, or the previous OIC Michael Romano was handling it.

The Union then filed a new grievance, #8-101-06, on June 26, 2006, alleging failure to meet at Step A on grievance #8-45-06 as directed by the B Team remand. No meeting was scheduled on the grievance. The Union asserts that the Postmaster never scheduled the meeting and the Postmaster testified that he still thought that someone else was handling it.

The Union therefore appealed the case to the B Team on July 20, which issued a decision on July 21, resolving the grievance. The Decision of the B Team read as follows:

The Dispute Resolution Team has resolved this grievance. Management violated the National Agreement, Article 15, by failing to honor the decision rendered by the Step B team for grievance B01N-4B-C 06107448, local #8-45-06. In the future, management is to abide by such decisions. Management will meet with the Union at the Formal Step A level and fully discuss the above numbered grievance within seven (7) days of receipt of this decision. Due to the repetitive nature of this violation, the Grievant will receive \$100, with the Step B Team making the adjustment from this office.

The grievant, V. Walker, was paid \$100, but no meeting was in fact held following the Step B decision. The Union asserts that the Postmaster never scheduled the meeting and the Postmaster testified that he still thought that someone else was handling it.

The Union then filed a new grievance, #8-156-06, on August 13, 2006, alleging failure to meet at Step A on grievance #8-45-06 as directed by the July 21 B Team remand. No meeting was scheduled on the grievance. The Union asserts that the Postmaster never scheduled the meeting and the Postmaster testified that he still thought that someone else was handling it.

The Union therefore appealed the case to the B Team, which issued a decision on September 1, resolving the grievance. The Decision of the B Team read as follows:

The Dispute Resolution Team has resolved this grievance. Management has once again violated the National Agreement, Article 15, by failing to abide by the Step B decision rendered in grievance #8-101-06. Management will cease and desist from future such violations. Management will meet with the Union at the Formal Step A level and fully discuss grievance #8-45-06 within seven (7) days of receipt of this decision. Due to the repetitive nature of this violation, the Grievant will receive \$200, with the Step B Team making the adjustment from this office.

The grievant, V. Walker, was paid \$200, but no meeting was in fact held following the Step B decision. The Union asserts that the Postmaster never scheduled the meeting and the Postmaster testified that he still thought that someone else was handling it.

The Union then filed a new grievance, #8-197-06, on September 26, 2006, alleging failure to meet at Step A on grievance #8-45-06 as directed by the September 1 B Team remand. No meeting was scheduled on the grievance. The Union asserts that the Postmaster never scheduled the meeting and the Postmaster testified that he still thought that someone else was handling it.

The Union therefore appealed the case to the B Team on September 29, which issued a decision on October 6, resolving the grievance. The Decision of the B Team read as follows:

The Dispute Resolution Team has resolved this grievance. Management has once again violated the National Agreement, Article 15, by failing to abide by the Step B decision rendered in grievance #B01N-4B-C 06202842, local #8-156-06. Management will meet with the Union at the Formal Step A level and fully discuss grievance #8-45-06 within seven (7) days of receipt of this decision. If management fails to meet within that time frame, the Union would have the right to move that grievance to the Step B level. Due to the repetitive nature of this violation, the Grievant will receive \$200, with the Step B Team making the adjustment from this office.

No meeting was in fact held following the Step B decision. The Union asserts that the Postmaster never scheduled the meeting and the Postmaster testified that he still thought that someone else was handling it.

(The Union did appeal grievance 8-45-06 to Step B and there was a settlement at arbitration on December 12, 2006. This settlement has not been completely implemented.)

The Union then filed a new grievance, #8-249-06, on October 21, 2006, alleging failure to meet at Step A on grievance #8-197-06 as directed by the October 1 B Team remand. No meeting was scheduled on the grievance. The Union asserts that the Postmaster never scheduled the meeting and the Postmaster testified that he still thought that someone else was handling it.

The Union therefore appealed the case to the B Team on October 30, which issued a decision on November 9, declaring an impasse on the grievance. It is that grievance that is before me.

POSITIONS OF THE PARTIES

The Union argues that management has repeatedly failed to adhere to the instructions of the B Team. The responsibility to set up a Formal Step A meeting rests with the Postmaster, not the Union steward, as asserted by management. Because of the Postmaster's bad faith refusal to abide by the B Team direction, a further cease and desist order and a \$350 penalty are warranted.

The Postal Service takes the position that the Postmaster granted the Union steward requisite hours of steward time to process grievances and met with the steward every week during this period to discuss pending grievances. It appears that the steward is intentionally holding these grievances beyond the time limit, thus necessitating additional grievances. There are many grievances in the Groton Post Office. To lose track of a few is forgivable. The Union is capitalizing on the confusion caused by the backlog of grievances in the Groton office rather than assisting management in coming to a final resolve. For the first time at the arbitration, the Postal Service argued that Postmaster Ravenelle was used to the Union steward handing him a letter setting forth the grievances to be addressed at the next Step A meeting and those would be the grievances put on the agenda. The steward failed to give him a similar letter as to the grievances at issue here. Even if there were a violation, there is no showing that there was \$350 worth of damage suffered by anyone and no basis for punitive damages.


DECISION AND AWARD

The Union has the burden of proving by a preponderance of the evidence that the Postal Service violated the National Agreement when it failed to schedule a Step A meeting in grievance 8-197-06 within seven days of the Step B decision of October 6, which was received in the Groton Post Office on October 12, as directed by the Step B Team. I find that the Union has met that burden.

The Postal Service may be correct that the first time this violation occurred the Postmaster was perhaps confused because of the backlog of grievances, or the concurrent responsibility of the Postmaster and the OIC or someone in labor relations or someone involved with the route inspections to meet on the grievance, or the concurrent responsibility of the Postmaster and the Union to set the agenda for the Step A meetings, or the Postmaster's reliance on the Union steward's letters sent in some cases reminding the Postmaster of his obligation to meet. However, the grievances before me relates to the fourth time the Postmaster failed in his obligations, as those obligations were understood and articulated by the Step B Team. Apparently the Step B Team concluded that the Postmaster could not with impunity rely on someone else in management to meet on the grievances or on the Union to remind him or to take the initiative to bring up the grievances in the Step A meetings. By repeatedly remanding the cases and directing the payment of fines, the Step B Team (including the USPS representative) clearly put Ravenelle on notice that the way he was handling these grievances violated the National Agreement. Despite these repeated admonitions and penalties, he kept handling the grievances in the same way.

Therefore based on the record evidence in the case, I find that the Union has met its burden of proving that the Postal Service violated the National Agreement. The grievances are sustained. Management is to cease and desist failing to meet with the Union and provide information as required by the National Agreement and the Step B Team. In addition, given the inexplicable repeated nature of these violations and the flippant attitude revealed by Postmaster Ravenelle's admission that while he received the Step B decisions he may not have read them, the Postal Service is to pay each of the three grievants—V. Walker, R. DiMaggio and M. Sousa--\$350.

SO ORDERED.


Barbara C. Deinhardt, Esq.

STATE OF NEW YORK)

: ss

COUNTY OF KINGS)

On this 20th day of June, 2007, I, Barbara C. Deinhardt, affirm, pursuant to Section 7507 of the Civil Practice Law and Rules of the State of New York, that I have executed and issued the forgoing as my Decision in the above matter.


Barbara C. Deinhardt