

REGULAR ARBITRATION PANEL

C# 10310

In the Matter of the Arbitration

between

UNITED STATES POSTAL SERVICE

and

NATIONAL ASSOCIATION OF LETTER
CARRIERS, AFL-CIO

Grievant: Class Action

Post Office: St. Petersburg, FL

Case No. S7N-3W-C 26723

BEFORE: James F. Searce, Arbitrator

APPEARANCES:

For the U.S. Postal Service: Gerald Keegan, Labor Relations Asst.
(Presenting)
R. Johnson
(Witness)

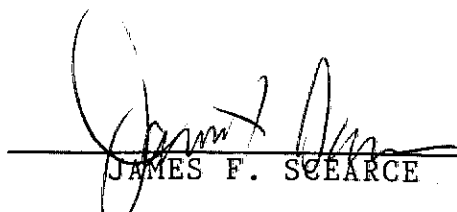
For the Union: J. Bourlon, President, Branch 1477
(Presenting)
M. Malone, J. Wenk
(Witnesses)

PLACE OF HEARING: MPO, St. Petersburg, Florida

DATE OF HEARING: July 26, 1990

AWARD:

Grievance is granted; the Service violated the Agreement by imposition and enforcement of the procedure set out in the November 6, 1989 letter by the Postmaster. It is to immediately cease and desist from such practice. The arbitrator retains jurisdiction.


JAMES F. SEARCE

DATE OF AWARD: September 27, 1990

BACKGROUND

By letter dated November 6, 1989 addressed to all "Function Mangers," "Station Managers" and "Tour Superintendents," the Postmaster at St. Petersburg advised that:

"It has come to my attention that union representatives have been improperly granted access to official Postal records.

The Personnel Office logs in all requests for information for tracking purposes and also for the assessment of a per-copy fee for all documents provided.

Clock rings, and other information regarding workhours or payroll, will not be given to union representatives without authorization of the Manager, Support Services.

Union representatives must submit all requests for information, in writing, to the Manager, Support Services. The requests will be documented and forwarded through the proper channels." (Jt Ex 3)

According to the Union, it requested a copy of such letter several weeks later after learning of its content from shop stewards.

The President of the Branch (Bourlon) took issue by letter to the Postmaster dated November 21, 1989, contending contractual provisions and past practice compelled no such limitation; rather, Bourlon asserted that a Union representataive properly went to the appropriate supervisor; he asked that the letter be rescinded. Bourlon's letter apparently was responded to by the Manager of Support Services (R. Johnson) who stated that such procedure was necessary to ensure the accuracy and completeness of the information being given, the accuracy of the records of such transaction and to preclude repetition of providing information.

On January 3, 1990 a grievance was initiated by the Union on this matter. A Step 2 formed grievance forthcoming on January 10, 1990 contested the Service's authority to effect such

requirements. While a Step 2 meeting apparently was held between Branch Executive Vice President Elliott and the Manager Of Support Services (R. Johnson), no Step 2 answer was forthcoming; the grievance was timely progressed to Step 3 on appeal where, on April 13, 1990 it was denied at the Regional level. Meanwhile, Branch President Bourlon, on February 20, 1990 wrote the Postmaster wherein he cited specific circumstances where requested documents purportedly were being delayed by imposition of his November 6, 1989 directive. There is no indication of any reply in the record by the Postmaster to such letter. This dispute remains in effect and now comes to arbitration for final review and disposition.

POSITION OF THE UNION

The Postmaster's letter of November 6, 1989 is in direct violation of Article 15, Section 2, Step 2, Article 17, Section 3 and Article 31, Section 3. It also attempts to break a 20-year past practice of cooperation in the St. Petersburg postal system for the timely dissemination of information. The result has already meant the delay of Union stewards' ability to investigate complaints to determine if valid grievances exist. The Service is also adding to the burden on stewards by requiring such requests be in writing; Article 31 makes no such reference or requirement. It has been a longstanding practice that if the Branch President sought information, contact was made with the installation head; if a steward sought information, contact was made with the appropriate supervisor. To facilitate this, the Branch devised and has consistently used its own form

which specified details of such request. The result of this imposed procedure already has been delays of as much as 2-3 months in data, thus requiring extensions. The information being sought usually is contained right within the unit involved. The Service should be directed to rescind the November 6, 1989 letter and to comply with the letter and intent of the Agreement and longstanding past practice.

POSITION OF THE SERVICE

No violation of the Agreement can be demonstrated. Article 31, Section 3 recognizes that the "installation head" can specify a "designee" relative to requests for information; that is what occurred here, i.e. the Postmaster specified the Manager of Support Services as his designee. Such action was taken because the Branch President raised a complaint that it was not getting the information it sought on every grievance. The conclusion was that the best way to ensure compliance was to require all requests to be routed through an office that would monitor and record such request and responses. The Service is merely exercising its right to manage in an efficient and effective manner as recognized in Article 3 of the Agreement.

CITED/RELEVANT PROVISIONS OF THE AGREEMENT

Article 3 - Management Rights

(Not reproduced here for sake of brevity)

Article 15 - Grievance-Arbitration Procedure

Section 2 Grievance Procedure-Steps

Step 2(d) (In pertinent part)

...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 Article 31....

Article 17 - Representation

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.
. . .

Article 31 - Union Management Cooperation

Section 3. Information

The Employer will make available for inspection by the Unions 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.

Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or his designee. All other request for information shall be directed by the National President of the Union to the Senior Assistant Postmaster General for Human Resources....

(Jt Ex 1)

THE ISSUE

Did the Service violate the Agreement by its imposition of the requirement for submission of all requests for information to the Manager of Support Services as occurred in this dispute; if so, what is the proper remedy?

DISCUSSION AND FINDINGS

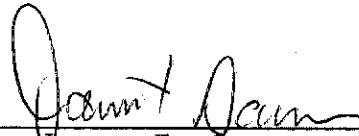
Service management at St. Petersburg apparently endeavors to apply that portion of Article 31, Section 3 dealing with information on "purely local matters" to the investigation of complaints and potential grievances. (See page 5 herein) To fully assess the intent of this contractual provision, it must be read in the context of the remainder of that paragraph; it must also be considered in light of Article 15 and 17 insofar as the review of data is concerned. In doing so, the conclusion must be reached that the scope of that language (in Article 31, Section 3 cited) is narrow and not applicable to requests for data relative to grievance investigation. To conclude otherwise would be to give no meaning or moment to the other provisions cited herein which can be construed to contemplate interaction between a Union steward and the on-site supervisor involved. The November 6, 1989 letter would compel the funneling of all information requests through a single screening point or person and effectively withdraws authority from the immediate supervisor; it also has the obvious potential of delaying the handling of potential grievances.

It is understandable that the Service might wish to maintain some account of what is being requested by stewards and what is being furnished. It would seem this could be accomplished by the establishment of a reporting procedure within the Service whereby a supervisor apprises the appropriate official as to what is being requested and disseminated. The Union concedes that it must pay reasonable costs concurred in production of records; that is not an issue here.

I find that imposition of the procedure set out in the November 6, 1989 letter to violate the scope and intent of Article 31, Section 3, as well as the intent of Articles 15 and 17 as applicable. The Service is directed to cease and desist from enforcement of such procedure and to direct its supervisory staff to cooperate in the production of pertinent data on request by Union stewards in keeping with the letter, intent and spirit of the Agreement.

AWARD

Grievance is granted; the Service violated the Agreement by imposition and enforcement of the procedure set out in the November 6, 1989 letter by the Postmaster. It is to immediately cease and desist from such practice. The arbitrator retains jurisdiction.


James F. Scearce
Arbitrator

Atlanta, Georgia

September 27, 1990