

REGIONAL ARBITRATION PANEL

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 In the Matter of Arbitration)
)
 Between)
)
 United States Postal Service)
)
 And)
)
 National Association of Letter Carriers,)
 AFL-CIO)
 _____)

Grievant: Class Action
 Post Office: Clinton, MS
 USPS No.: G16N-4G-C 20139761
 Union No.: R8001C2020

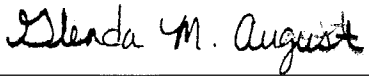
BEFORE: Glenda M. August, Arbitrator

APPEARANCES:

For the U.S. Postal Service	Michael Suman
For the National Association of Letter Carriers	Corey Walton

Place of Hearing: 406 E South St., Jackson, MS 39205
 Date of Hearing: August 31, 2021
 Briefs Received: September 27, 2021
 Date of Award: November 18, 2021
 Relevant Contract Provision: Article 15
 Contract Year: 2016 - 2019
 Type of Grievance: Contract

AWARD: The grievance is sustained in part and denied in part. The remedy, as clarified in the body of this decision is hereby awarded. The Arbitrator shall retain jurisdiction for a period of 90 days to ensure full compliance with this Award.



 Glenda M. August
 Arbitrator

I. ISSUE (s)

Did Management fail to comply with the Arbitration Decision in grievance number G16N-4G-C 20139761, issued on April 21, 2021 by Arbitrator Glenda August? If so, what is the appropriate remedy?

II. RELEVANT CONTRACT PROVISIONS

ARTICLE 15 GRIEVANCE-ARBITRATION PROCEDURE

Section 1. Definition

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.

IV. FACTS

The Union filed the instant grievance alleging that the Postal Service failed to comply with the arbitration decision in grievance number G16N-4G-C 20139761, issued on April 21, 2021, by the undersigned Arbitrator. The initial hearing on the grievance was held on February 5, 2021, and the arbitrator retained jurisdiction for a period of 120 days to ensure compliance with each of the elements included in the remedy awarded to the Union. During that 120-day period, the NALC requested that a compliance hearing be convened, based on allegations that Management had not complied with Items number 6 and 7, included in the April 21, 2021 Award. The parties agreed to meet on August 31, 2021, in Jackson, MS., so that Management and the Union could present their positions on the efforts made toward compliance with the undersigned's original Award in this case.

V. UNION'S CONTENTIONS

The Union contended that this compliance hearing is regarding a clear violation of the National Agreement, since Management failed to comply with the April 21, 2021, decision of the undersigned Arbitrator in grievance number G16N-4G-C 2013976. According to the Union, there were only two (2) elements of the Award which remained in contention at the time of the

Compliance/Remedy hearing held on August 31, 2021. The two issues cited by the Union were Item # 6 and Item #7 included in the initial Award.

It was the position of the Union that the April 21, 2021, Decision listed as #6 of the Award:

- 6. Management shall cease and desist violating Articles 15.3, 17, 31 and M-01517 via Article 19, by failing to meet and failing to comply with grievance settlements, as well as failing to provide relevant requested information to the Union in violation of the National Agreement.**

The Union argued that on July 30, 2021, in their quest to ensure compliance with the undersigned Arbitrator's decision in this grievance, Shop Steward, Cliff Stoddard submitted a Request for Information to District Labor Manager Michael Suman. They further argued that in his emailed request, Mr. Stoddard stated:

Pursuant to Article 17 & 31 of the National Agreement the Union is requesting the following information:

Interview Bill Farrior

Interview all bargaining unit employees at the Madison MS. Post Office

Copy of any and all grievances Postmaster of Madison, Kirby Ragsdale has met on, resolved or conducted with any union.

Copy of any discipline and any investigative interviews conducted by Kirby Ragsdale at the Madison, MS. Post Office

These requests are for determining compliance with Arbitration award.

It was the Union's assertion that Management (Mr. Suman) responded to the Union's request by issuing several "relevancy" letters to the Union. They further asserted that on August 3, 2021, Mr. Stoddard sent another Request for Information to Mr. Suman which read as follows:

The relevancy as stated originally is for compliance per Arbitration award G16N-4G-C 20139761

The Union requested where Kirby Ragsdale is assigned USPS answer, Madison MS

The relevance of requesting to interview the employees in Madison is compliance with # 1-5 and 7 of award

The relevancy of requesting any grievance/discipline is compliance with #7 of award

The Union requested who is the higher-level Manager assigned to monitor Kirby Ragsdale per #7. USPS response was Bill Farrior.

The Union requests to interview him in regards to compliance with #7 of award

To avoid any further confusion included is a copy of the remedy portion of said Arbitration award.

According to the Union, Management (Mr. Suman) responded with the identical "relevancy" letters sent to the Union on July 30, 2021, seeking "clarification", in the exact

“form” letters the undersigned ruled was in violation of Articles 17 and 31 in the original award in this case.

The Union cited the provisions contained in the Joint Contract Administration Manual, (JCAM) on page 17-4, where the parties agreed to the following language:

Steward Rights—Activities Included.

A steward may conduct a broad range of activities related to the investigation and adjustment of grievances and of problems that may become grievances. These activities include the right to review relevant documents, files and records, as well as interviewing a potential grievant, supervisors and witnesses. Specific settlements and arbitration decisions have established that a steward has the right to do (among other things) the following:

- Complete grievance forms and write appeals on the clock (see below).
- Interview witnesses, including postal patrons who are off postal premises (National Arbitrator Aaron, N8-NA-0219, November 10, 1980, C-03219; Step 4, H1N-3U-C 13115, March 4, 1983, M-01001; Step 4, H8N-4J-C 22660, May 15, 1981, M-00164);
- Interview supervisors (Step 4, H7N-3Q-C 31599, May 20, 1991, M-00988);
- Interview postal inspectors (Management Letter, N8-N-0224, March 10, 1981, M-00225);
- Review relevant documents (Step 4, H4N-3W-C 27743, May 1, 1987, M-00837);
- Review an employee’s Official Personnel Folder when relevant (Step 4, NC-E 2263, August 18, 1976, M-00104);
- Write the union statement of corrections and additions to the Formal Step A decision (Step 4, A8-S-0309, December 7, 1979, M-01145).
- Interview Office of Inspector General [OIG] Agents. A steward has the right to conduct all such activities on the clock (see below).

They further cited the JCAM at page 31-2, and 31-3 where it states:

Information. Article 31.3 provides that the Postal Service will make available to the union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of the Agreement, including information necessary to determine whether to file or to continue the processing of a grievance. It also recognizes the union’s legal right to employer information under the National Labor Relations Act. Examples of the types of information covered by this provision include:

- attendance records
- payroll records • documents in an employee’s official personnel file
- internal USPS instructions and memorandums
- disciplinary records
- route inspection records
- patron complaints

- handbooks and manuals
- photographs
- reports and studies
- seniority lists
- overtime desired and work assignment lists
- bidding records
- wage and salary records
- training manuals
- Postal Inspection Service Investigative Memoranda (IM)
- Office of Inspector General Report of Investigation (ROI)

To obtain employer information the union **need only give a reasonable description of what it needs and make a reasonable claim that the information is needed to enforce or administer the contract.** The union must have a reason for seeking the information—**it cannot conduct a “fishing expedition” into Postal Service records.**

In additional support for their position, on the Union’s right to information, the Union cited M-00012 and M-00988 which contained the following language:

M-00012

Article XVII, Section 3 of the National Agreement states that interviews with aggrieved employees, supervisors and witnesses shall not be unreasonably denied. It is anticipated that supervisors will respond to reasonable and germane questions during the investigation of a grievance. In this instance the specific nature of the questions and or reasons for the response or lack thereof is not known.

M-00988

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. The subject matter of interviews with supervisors has been previously settled in Case NC-S-8463 (“It is anticipated that supervisors will respond to reasonable and germane questions during the investigation of a grievance.”) There is no negotiated requirement that questions be submitted in writing in advance, by either party.

The Union contended that the parties have made it very clear that the Union has the right to interview members of Management and would not have to “jump through hoops” to do so; they argued that the “relevancy letters issued by Management are in violation of Articles 17 and 31. It was the contention of the Union that there is no “criteria” outlined in Articles 17 and 31, which must be met before the Union can request information or seek interviews, thus the entire “relevancy” letter issued, violates the terms of the National Agreement.

According to the Union, in relevancy letters dated July 30, 2021 and August 5, 2021, Management requested “relevancy” information “*because your request is for information outside your bargaining unit and is not presumptively relevant, we are seeking to know the relevancy of your request.*” The Union argued that National Arbitrator Richard Mittenthal has already addressed this issue in case number H4T-2A-C 36687, dated November 16, 1990 (Union Exhibit 6). The Union further argued that in that case, Arbitrator Mittenthal made it “crystal clear” that the Union *can* obtain relevant information from outside of their craft and collective bargaining unit. They asserted that Mr. Mittenthal also made it *very clear* that the Union determines the relevancy of the information request as to whether to file, or continue processing a grievance.

Regarding the second issue, or award element raised by the Union in this compliance case, they argued that Management has not complied with Item # 7 of the original Award in this grievance. The Union stated that Item # 7 required:

- 7. By request of the Union, Postmaster Ragsdale shall be immediately removed from his position as Postmaster at the Clinton Post Office. Management may immediately assign Mr. Ragsdale in any other position which does not require him to supervise employees, nor have interaction with employees over which he has responsibility for disciplinary decisions or may affect their continued employment with the Postal Service. He also shall not be allowed to supervise/manage city letter carriers directly or indirectly for a period of two (2) years, over which time the Service is ordered to provide training and basic human resources assistance to prepare Mr. Ragsdale for future Management positions which will require him to supervise employees. Over the same two-year period, Postmaster Ragsdale shall be personally and directly monitored by a manager of higher level, whenever Mr. Ragsdale is required to have contact with bargaining unit employees. This condition is based on a history of ineffective employee communication, and a pattern of bullying and intimidation to accomplish his own work goals. Caution should be used in the placement of this Manager to ensure that the position meets with Mr. Ragsdale’s knowledge, skills and abilities, or lack thereof, so that he is not allowed to adversely affect the working conditions of employees and membership of the NALC.**

According to the Union, Management violated the remedy as stated above, when they assigned Kirby Ragsdale to the Madison, MS., Post Office, because it requires him to supervise employees. They contended that the undersigned Arbitrator’s decision was clear and differentiated between employees and city letter carriers.

The Union further contended that the Arbitrator has within her authority, the right to grant such a remedy, and they relied on the provisions of the JCAM at page 15-1 in support of that position:

Broad Grievance Clause. Article 15.1 sets forth a broad definition of a grievance. This means that most work related disputes may be pursued through the grievance/arbitration procedure. The language recognizes that most grievances will involve the National Agreement or a Local Memorandum of Understanding. Other types of disputes that may be handled within the grievance procedure may include:

- Alleged violations of postal handbooks or manuals (Article 19);
- Alleged violations of other enforceable agreements between NALC and the Postal Service, such as Building Our Future by Working Together, and the Joint Statement on Violence and Behavior in the Workplace. In his award in national case Q90N-4F-C 94024977, August 16, 1996 (C-15697), Arbitrator Snow found that the Joint Statement constitutes a contractually enforceable agreement between the parties and that the union has access to the grievance procedure to resolve disputes arising under it. Additionally, in his discussion of the case, Snow writes that **arbitrators have the flexibility in formulating remedies to consider removing a supervisor from his or her “administrative duties,” if a violation is found. (Note: The National parties disagree over the meaning of “administrative duties;”)**

They again relied on the decision of National Arbitrator Snow, in case number Q90N-4F-C 94024977, dated August 16, 1996 (C-15697), where Arbitrator Snow made clear that the Joint Statement on Violence and Behavior in the Workplace (JSOV), was indeed a “contract” between all parties. The Union noted that each party was a signatory to the agreement and each party exchanged a commitment to make the workroom floor safe, more harmonious, and more productive. The Union further noted that in his decision, Arbitrator Snow also made it clear that the Arbitrator has the authority to remove the Supervisor from his/her “administrative duties”. The Union maintained that Arbitrator Snow did not distinguish which crafts the Arbitrator can remove the Supervisor from his/her administrative duties, since all parties signed off on the same “contract”.

It was the position of the Union that the JSOV, quite obviously, was not designed solely for the members of the NALC. They asserted that this “contract” was a concerted effort between all parties to extinguish authoritarian managers from their administrative duties. According to the

Union, there need not be an intervention from the other Unions, because the parties all agreed that the intent was to remove those managers from their positions, when they refused to treat employees with dignity and respect. The Union offered their Exhibit #5 in support of the fact that the APWU has filed a grievance in the Madison, MS. Post Office, citing the remedy awarded by the undersigned arbitrator in the instant grievance. They disputed Management's position that there was no such grievance filed.

Finally, the Union contended that the Arbitrator had the authority to issue the remedy in the instant grievance, and the National Agreement requires that "all decisions of an arbitrator will be final and binding"; "all decisions of an arbitrator shall be limited to the terms and provisions of this agreement, and in no event may the terms and provisions of this agreement be altered, amended, or modified by an arbitrator. According to the Union, the National Agreement is silent on the remedies available, but the Supreme Court has made clear that "the labor arbitrator's source of law is not confined to the express provisions of the contract, as the industrial common law-the practices of the industry and the shop-is equally part of the collective bargaining agreement although not expressed in it", *United Steelworkers of America v. Warrior & Gulf Navigation Co.*, 363 U.S. 574, 581-82. The Union requested that based on the evidence presented, as well as the arguments and contentions presented by the Union, that the Arbitrator find that Management did not comply with decision of this Arbitrator in the instant grievance; specifically, items 6 and 7. They further requested that the Arbitrator grant the Union's request for remedy.

VI. MANAGEMENT'S CONTENTIONS

Management contended that the Union claims that Management was improper in requesting "relevancy" for the information they requested which had no obvious relationship with NALC bargaining unit employees. According to the Service, the Union's position is incorrect; they asserted that it is clearly established that the USPS-NALC National Agreement excludes, managerial and supervisory personnel, postal clerks, and rural letter carriers. The Service maintained that the USPS-APWU National Agreement sets forth that the APWU is the EXCLUSIVE bargaining agent for their represented crafts, and city letter carriers are excluded. The Service further maintained that the USPS-NRLCA National Agreement similarly provides the NRLCA is the EXCLUSIVE bargaining agent for its represented craft.

Further, Management held that there is nothing in the law which requires the employer to present a company official for an interview. They noted that the National Labor Relations Act (NLRA) does not require such a thing, but rather requires that the Service bargain in good faith and provide relevant and necessary information. The Service maintained that any employer (including the USPS) has the right to respond to a request for information in any reasonable manner, by providing information in alternate ways, or using methods which are different than what was requested. Management contended that as long as they provide some form of response and the information is relevant, they need not do so by interview; they argued that it is not a legal requirement (see Management's Exhibit-2).

Management acknowledged that a union and its employer can negotiate terms in their collective bargaining agreement that could require interviews under certain circumstances. According to the Service, the USPS and NALC negotiated Article 17 and the requirement for interviews; however, the Service cautioned that the terms of the National Agreement must be read and interpreted by what it actually says, rather than what one party interprets it to mean. Management argued that the interpretations must be "objective" and not "self-serving" for one side or the other. They further argued that the National Agreement between the parties to the instant grievance, not only requires that interviews be "relevant and necessary" but they are also limited to three (3) categories of people; the Grievant, a witness and a supervisor. The Service maintained that if the interview is not "relevant and necessary" and if the person the Union seeks to interview is not the Grievant, a witness, or a supervisor, then Management has no obligation to provide an interview at all. Here, the Service argued, the POOM, Bill Farrior, and the employees of Madison, MS, are not a witness, not a grievant, and not a supervisor, and the NALC has no contractual right to interview them.

The Service disputed the NALC's position that the UNION determines relevance and can interview anyone they please as long as they claim it is relevant. Management contended that relevance is an objective standard, otherwise it would be meaningless as a requirement of the National Agreement. They further contended that if the parties meant to give the Union the sole decision-making authority to decide relevance, then the collective bargaining agreement would not refer to relevance and necessity as requirements. Management asserted that those provisions and requirements do exist, thus, they have to mean something, and not simply what the Union chooses.

The Service cited the Union's reliance on National Arbitrator Mittenthal's decision in H4T-2A-C 36687 (Union Exhibit-6), where they selectively read into the record, portions of Arbitrator Mittenthal's conclusions. The Service asserted that Arbitrator Mittenthal, in that same Award, went on to state:

The difficulty with this argument is that it would have been a simple matter for Management to insist that APWU make its request more specific. Management's representative in Step 2, for example admitted he did not ask why APWU wanted the minutes. The APWU representative, I believe, would have provided the specifics if asked. Indeed, he claims he told Management in Step 2 what APWU's concerns were. He submitted a written correction to Management's Step 2 answer in which he stated that "we clearly indicated in our Step 2 hearing..." that APWU has reason to believe that "our bargaining unit positions are the topic..." of EI/QWL meetings."

Management argued that this is exactly what they did in the instant case, where they sent not one, but two requests for relevancy (Exhibit M2 email and attachments from Michael Suman to Cliff Stoddard Friday July 30, 2021 and August 5, 2021). According to the Service, at no time, in those requests, did Management ever deny or refuse to provide the information; they simply requested that the Union explain why it is relevant, which the Union failed to do. The Service maintained that none of the information was directly related to their bargaining unit, and the Management was well within their rights to request relevancy, with specificity.

Management contended that they had no duty to provide interviews with the POOM or other craft employees, NRLCA and APWU grievances, or NRLCA and APWU discipline. They further contended that Management provided the FORM 50 showing Kirby Ragsdale's permanent assignment at Madison, MS, the climate survey results, and training history; yet, the Union continues to insist on interviews. The Service asserted that the POOM and non-NALC employees still are not witnesses, the Grievant or a supervisor. They further asserted that Bill Farringham is a POOM, not a supervisor. It was the contention of the employer that the parties at the national level are skilled negotiators and had they meant "management" or all EAS employees, they would have used those terms to specify which employees the Union has a right to interview.

Regarding Item number 7, which was the second element of the remedy raised in this compliance grievance, Management argued that Mr. Ragsdale was removed from his position in the Clinton Post Office as part of an "involuntary reassignment" in December of 2020, based on

the allegations raised in the original grievance. That reassignment was subject to an MSPB appeal and was not introduced at the original hearing to preserve Mr. Ragsdale's due process rights. According to Management, after receiving the undersigned arbitrator's award in this case, the "involuntary reassignment" was rescinded and Mr. Ragsdale was permanently reassigned pursuant to the undersigned arbitrator's Award. The Service maintained that MSPB rights were no longer an issue and his reassignment is permanent; they noted that any future positions will be on a competitive basis pursuant to USPS policy. Management argued that Article 1 of the National Agreement between the parties (USPS-NALC) clearly limits the NALC to issues pertaining to City Carriers and excludes NRLCA, APWU, and EAS employees. They noted that the NALC pursued this grievance on their own, with no other union intervening.

Management acknowledged that Item #7, included the following restriction: "He also shall not be allowed to supervise/manage city carriers directly or indirectly for a period of two (2) years, over which time the Service is ordered to provide training and basic human resources assistance to prepare Mr. Ragsdale for future Management positions which will require him to supervise employees." The Service cited the hearing testimony of NALC witness, Cliff Stoddard, who affirmed that there are no City Carriers or City Carrier work performed at the Madison, MS. Post Office. According to Management, the Union has provided no evidence that Mr. Ragsdale has directly or indirectly supervised any City Letter Carrier, since the original Award. They also noted that Mr. Ragsdale's training record was provided to the Union as part of a relevant information request. The Service contended that he has access to automated training which is available to him 24/7 from any postal computer; they further contended that Mr. Ragsdale is expected to take this training before he will be considered for any position overseeing City Carriers, and the Postal Service will provide additional "external" training, when/if Mr. Ragsdale requests it.

In citing the provisions of the original Award, where the Arbitrator decided in Item # 7 that, "Over the same two-year period, Postmaster Ragsdale shall be personally and directly monitored by a manager of higher level, whenever Mr. Ragsdale is required to have contact with bargaining unit employees. This condition is based on a history of ineffective employee communication, and a pattern of bullying and intimidation to accomplish his own work goals"; Management responded that Article 1 of the CBA clearly limits the NALC to issues pertaining to City Carriers and excludes NRLCA, APWU, and EAS employees. They reiterated that the NALC

pursued this grievance on their own, with no other union intervening.

In support of their position, Management offered the opinions of National Arbitrators Snow, and Mittenthal in case numbers Q94C-4Q-C 98117564, and H4T-2A-C 36687, respectively. They argued that in this compliance grievance, the Union is attempting to get a second bite of the apple; and simply wants Kirby Ragsdale “punished”. The Service held that the Union prevailed in the original case, the Arbitrator made her ruling, and Management has complied. The Service argued that the Union’s attempt to “punish” Ragsdale is inappropriate, unnecessary and in poor taste; they further argued that it is now the Union that is “bullying”. Management contended that they were not malicious, arbitrary or capricious, and they never refused to provide the information sought by the Union; but simply requested the Union to explain the relevancy of their request. Here, Management contended, no additional remedy is appropriate and the compliance grievance should be denied in its entirety.

VII. DISCUSSION AND OPINION

The compliance grievance filed in the case at bar, is based on the Union’s claim that Management failed to fully comply with the remedy awarded in the original decision issued by the undersigned arbitrator. In an award dated April 21, 2021, the Union’s position was upheld and the following remedy was awarded:

1. Management, and in particular, Postmaster Kirby Ragsdale shall cease and desist violating the Joint Statement on Violence and Behavior in the Workplace via Articles 14, 15, and 19 of the National Agreement.
2. Management, and in particular, Postmaster Kirby Ragsdale, shall cease and desist violating the Postal Service's Policy on Workplace Harassment via Articles 14, 15, and 19 of the National Agreement.
3. Management, and in particular, Postmaster Kirby Ragsdale, shall cease and desist violating the Mississippi Performance Cluster Workplace Violence/Zero Tolerance Policy via Articles 14, 15, and 19 of the National Agreement.
4. Management, and in particular, Postmaster Kirby Ragsdale, shall cease and desist violating Section 115.4 of the M-39 Handbook via Articles 14, 15, and 19 of the National Agreement.
5. Management, and in particular, Postmaster Kirby Ragsdale, shall cease and desist violating Section 665.24 of the ELM via Articles 14, 15, and 19 of the National Agreement.
6. Management shall cease and desist violating Articles 15.3, 17, 31 and M-01517 via Article 19, by failing to meet and failing to comply with grievance settlements, as well as failing to provide relevant requested information to the Union in violation of the National Agreement.

7. **By request of the Union, Postmaster Ragsdale shall be immediately removed from his position as Postmaster at the Clinton Post Office. Management may immediately assign Mr. Ragsdale in any other position which does not require him to supervise employees, nor have interaction with employees over which he has responsibility for disciplinary decisions or may affect their continued employment with the Postal Service. He also shall not be allowed to supervise/manage city letter carriers directly or indirectly for a period of two (2) years, over which time the Service is ordered to provide training and basic human resources assistance to prepare Mr. Ragsdale for future Management positions which will require him to supervise employees. Over the same two-year period, Postmaster Ragsdale shall be personally and directly monitored by a manager of higher level, whenever Mr. Ragsdale is required to have contact with bargaining unit employees. This condition is based on a history of ineffective employee communication, and a pattern of bullying and intimidation to accomplish his own work goals. Caution should be used in the placement of this Manager to ensure that the position meets with Mr. Ragsdale's knowledge, skills and abilities, or lack thereof, so that he is not allowed to adversely affect the working conditions of employees and membership of the NALC.**
8. Management shall conduct a Climate Survey in the Clinton, MS. Post Office to assess current conditions. The recommendations of such a Report shall be implemented within 30 days from the date the report is received. Management shall meet with the Union to review the report and establish ground rules for the incoming, or temporary Postmaster, so that leftover issues do not become obstacles to the Supervisor or Postmaster's ability to Manage their employees.
9. Management shall not retaliate in any way against any city letter carrier who participated in interviews or submitted written statements in the investigation and processing of this grievance. Mr. Ragsdale in particular, shall not retaliate against any city letter carrier or Union official who was involved in the processing of this grievance.
10. This Arbitrator shall retain jurisdiction for a period of 120 days to ensure compliance with this Award.

At issue in this case, are item numbers 6 and 7, listed in the Award.

The Union alleged that Management failed to adhere to the provisions of Article 17, and thus violated the terms of the aforementioned remedy when they continued to deny information to the Union. Specifically, the Union alleged that Management failed to provide requested information and failed to make individuals they requested, available for interview. Management argued that the Union (NALC) had no inherent right to interview the clerks and rural carriers from Madison, MS, because those individuals were not covered under the National Agreement between the USPS and NALC. Management further argued that the information requested by the Union, such as the grievances that were filed by and the discipline that was issued to the same clerks and rural carriers in Madison, were not automatically subject to their review, if the Union could not provide specific relevancy to the instant case.

The Service relied on the provisions of Article 1 to withhold such information subject to clarification by the Union. They asserted that the National Agreement further requires that interviews not only be “relevant and necessary” but are also limited to three (3) categories of people; the Grievant, a witness and a supervisor. The Service maintained that “if the interview is not “relevant and necessary” and if the person the Union seeks to interview is not the Grievant, a witness, or a supervisor, then Management has no obligation to provide an interview at all”. The JCAM at Article 17 states in pertinent part:

Steward Rights—Activities Included.

A steward may conduct a broad range of activities related to the investigation and adjustment of grievances and of problems that may become grievances. **These activities include the right to review relevant documents, files and records, as well as interviewing a potential grievant, supervisors and witnesses.** Specific settlements and arbitration decisions have established that a steward has the right to do (among other things) the following:

- Complete grievance forms and write appeals on the clock (see below).
- Interview witnesses, including postal patrons who are off postal premises (National Arbitrator Aaron, N8-NA-0219, November 10, 1980, C-03219; Step 4, H1N-3U-C 13115, March 4, 1983, M-01001; Step 4, H8N-4J-C 22660, May 15, 1981, M-00164);
- Interview supervisors (Step 4, H7N-3Q-C 31599, May 20, 1991, M-00988);
- Interview postal inspectors (Management Letter, N8-N-0224, March 10, 1981, M-00225);
- Review relevant documents (Step 4, H4N-3W-C 27743, May 1, 1987, M-00837);
- Review an employee’s Official Personnel Folder when relevant (Step 4, NC-E 2263, August 18, 1976, M-00104);
- Write the union statement of corrections and additions to the Formal Step A decision (Step 4, A8-S-0309, December 7, 1979, M-01145).
- Interview Office of Inspector General [OIG] Agents. A steward has the right to conduct all such activities on the clock (see below).

Regarding interviews, Article 17 makes clear that the potential for interview covers a broad range of individuals, including supervisors (not the Grievant’s supervisor but supervisors in general, of which POOM Farrior would be considered one), postal patrons, witnesses, and postal law enforcement (Postal Inspectors and OIG Agents). The key to determining whether an interview is relevant and necessary, would be its fundamental connection to the matter; while there may have been some case made regarding interviews of individual clerks and rural carriers at the Madison, MS. Post Office, interviewing the POOM for that area was reasonable in this Arbitrators opinion,

in light of the remedy awarded in this case. The fact of the matter is it would have also been reasonable to allow the Union to interview only the Union Stewards assigned at that office, so as to determine whether or not Mr. Ragsdale has been directly involved in any disciplinary actions or employment actions which would violate the terms of the Award in this case.

The fact of the matter is, Mr. Ragsdale was removed from his duties in Clinton as a result of a finding that the JSOV had been violated; a contract to which all parties have a stake. His displacement was not meant to create an issue for another office, and the Award was specific to ensure that no employee would be subject to the pattern of behavior this Manager has displayed in the past. The goal was for the Service to take this opportunity to develop this individual while he worked under the guidance of a more experienced manager with highly developed human resources skills, in order to salvage the qualities that Management argued were valuable to the Service. In order to ensure that this portion of the remedy was complied with by Management, the Union sought information to which I believe they were entitled.

Article 31 of the JCAM (Page 31-2) states in pertinent part:

Information. Article 31.3 provides that the Postal Service **will make available to the union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of the Agreement, including** information necessary to determine whether to file or to continue the **processing of a grievance**. It also recognizes the union's legal right to employer information under the National Labor Relations Act.

...
To obtain employer information **the union need only give a reasonable description of what it needs and make a reasonable claim that the information is needed to enforce or administer the contract**. The union must have a reason for seeking the information—it cannot conduct a “fishing expedition” into Postal Service records

Here the Union advised Management that the information they requested and the interviews they sought were related to verifying compliance with the Award in the instant grievance. None of the requests were for offices other than the office to which Mr. Ragsdale was reassigned, and there were numerous elements included in the remedy which were specific to how Mr. Ragsdale could be assigned over the following two years. The National Agreement and JCAM, in regards to information sharing, uses the terms “only” and reasonable, which translate to mean that the *only* requirement is to show the fundamental relationship to the request and a possible grievance. Here,

the possible grievance was compliance with the original Award, and it is the opinion of this Arbitrator that the relationship was satisfied by the fact that the request for information was related to Mr. Ragsdale new assignment. The Union advised Management of that fact, when they stated that they requested the information to verify compliance with the Award, dated April 21, 2021.

Regarding Item # 7, the Union argued that by the terms of the Award, Mr. Ragsdale should not be allowed to supervise **any** employees, based on the following elements of the remedy:

Management may immediately assign Mr. Ragsdale in any other position which does not require him to supervise employees, nor have interaction with employees over which he has responsibility for disciplinary decisions or may affect their continued employment with the Postal Service. He also shall not be allowed to supervise/manage city letter carriers directly or indirectly for a period of two (2) years, over which time the Service is ordered to provide training and basic human resources assistance to prepare Mr. Ragsdale for future Management positions which will require him to supervise employees.

While the Union alleged that Mr. Ragsdale's new assignment is in violation of the Award, there is no evidence in the record to show that he directly supervises employees at the Madison, MS. Post Office, which would be contrary to the provisions of the aforementioned remedy. The Union included a copy of the APWU grievance (Union Exhibit 5) which shows that there was a grievance filed by the Clerk's Union, alleging non-compliance with the Award in the instant grievance. It is doubtful that the grievance, as filed, would result in a finding which is in favor of the APWU, since they would not have standing in this NALC Award.

If there are current allegations of a violation of the JSOV, at Madison, MS., a grievance must be must be initiated by the APWU or NRLCA there. While those parties may support their position with the arbitration decision of the undersigned, dated April 21, 2021, any grievance filed must be decided on its merits. There was no dispute between the parties to this compliance hearing, that there are no City Letter Carriers assigned to the Madison, MS. Post Office, which was a restriction placed on the reassignment of Mr. Ragsdale. The Management arrangement which is in place in his newly assigned office, is the only information which could determine compliance with the original Award. There was no evidence provided which indicated that Mr. Ragsdale has any interaction with employees over which he has disciplinary responsibility. If Management, has provided a higher-level management official, or some sort of "mentor" to assist Mr. Ragsdale in his administrative duties, then compliance could have been accomplished, as he no longer is

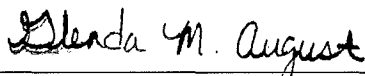
assigned to work with City Letter Carriers.

Based on the evidence presented, this compliance grievance must be sustained in part and denied in part. Management failed to cease and desist violating Articles 17 and 31 by failing to provide information; specifically, the information and interviews sought by the Union in order to verify compliance with the original Award. On Item # 6, the grievance is sustained. On Item # 7, the Union failed to show that Mr. Ragsdale's reassignment to the Madison, MS. Post Office did not comply with the original Award, and that issue is denied. The following remedy is hereby awarded to the Union:

- Management shall cease and desist violating Articles 15.3, 17, 31, and M-01517 via Article 19 of the National Agreement.
- The Service shall provide the information and interviews requested by the Union in this case to ensure compliance with the original award. The relevancy of the information requested is directly related to the provisions of the Award, including being able to identify the Management arrangement of the Madison, MS. Post Office, which would verify that the remedy was adhered to.
- Full compliance with this Award must be accomplished within 60 days of this compliance remedy.
- The Arbitrator will continue to retain jurisdiction for an additional 90 days.

AWARD

The grievance is sustained in part and denied in part. The remedy, as clarified in the body of this decision is hereby awarded. The Arbitrator shall retain jurisdiction for a period of 90 days to ensure full compliance with this Award.



GLENDAM. AUGUST
Arbitrator

November 18, 2021

New Iberia, LA