

FROM A TO ARBITRATION

EPISODE 15- ARTICLE 16.7 EMERGENCY PROCEDURE MUCH MORE THAN JUST "IMMEDIATE"



ARTICLE 16.7 EMERGENCY PROCEDURE

- **AN EMPLOYEE MAY BE IMMEDIATELY PLACED ON AN OFF-DUTY STATUS (WITHOUT PAY) BY THE EMPLOYER, BUT REMAIN ON THE ROLLS WHERE THE ALLEGATION INVOLVES INTOXICATION (USE OF DRUGS OR ALCOHOL), PILFERAGE, OR FAILURE TO OBSERVE SAFETY RULES AND REGULATIONS, OR IN CASES WHERE RETAINING THE EMPLOYEE ON DUTY MAY RESULT IN DAMAGE TO U.S. POSTAL SERVICE PROPERTY, LOSS OF MAIL OR FUNDS, OR WHERE THE EMPLOYEE MAY BE INJURIOUS TO SELF OR OTHERS. THE EMPLOYEE SHALL REMAIN ON THE ROLLS (NON-PAY STATUS) UNTIL DISPOSITION OF THE CASE HAS BEEN HAD. IF IT IS PROPOSED TO SUSPEND SUCH AN EMPLOYEE FOR MORE THAN THIRTY (30) DAYS OR DISCHARGE THE EMPLOYEE, THE EMERGENCY ACTION TAKEN UNDER THIS SECTION MAY BE MADE THE SUBJECT OF A SPERATE GRIEVANCE.**

IMMEDIATE?

EMERGENCY?

- **MANAGEMENT ONLY NEEDS TO HAVE AN ALLEGATION**
- **MUST BE AN IMMEDIATE ACTION ON MANAGEMENT'S PART- THERE SHOULD BE NO INTERVIEW, NO CLEAN-UP BY THE CARRIER, OR THE NEXT DAY AFTER THE INCIDENT**

USING THE LANGUAGE IN OUR CASEFILE

- **ARBITRATOR R. MITTENTHAL IN C-10146 A&B STATES IN PART:**
- **WHEN THE “EMERGENCY PROCEDURE” IN SECTION 7 IS PROPERLY INVOKED, THE EMPLOYEE IS “IMMEDIATELY” PLACED ON NON-DUTY, NON-PAY STATUS. HE DOES NOT HAVE A RIGHT TO REMAIN, FOR ANY PERIOD OF TIME, “ON THE JOB OR ON THE CLOCK AT THE OPTION OF THE EMPLOYER.” HE SUFFERS AN INSTANT LOSS OF PAY. IN SHORT, THE PAY PROTECTION IN SECTION 4 OR 5 IS NEGATED BY SECTION 7.**

WAS THE CARRIER NOTIFIED?

- **WAS THE CARRIER NOTIFIED THAT THEY WERE BEING PLACED ON A 16.7 EMERGENCY PLACEMENT BY MANAGEMENT? STEWARDS HAVE TO ASK THIS OF THE CARRIER IN THE PRE-INTERVIEW**
- **WHEN THEY CAME OUT MANAGEMENT SAYS GIVE ME YOUR KEYS, CLOCK OUT AND GO HOME WE WILL NOTIFY YOU WHEN TO COME BACK, IS NOT PUTTING THE CARRIER ON A PROPER 16.7**
- **IF THEY GET THE CERTIFIED NOTIFICATION LETTER 4 DAYS LATER STATING THAT THEY HAD BEEN PUT ON EMERGENCY PLACEMENT ON THIS DATE, ALSO DOES NOT QUALIFY AS CONTRACTUALLY PROPER**
- **THE CARRIER MUST BE NOTIFIED BY MANAGEMENT AT THE SCENE THAT THEY ARE BEING PLACED ON A 16.7 EMERGENCY PLACEMENT (PROCEDURE) STATUS**

ARTICLE 16.7 LANGUAGE

- **THE PURPOSE OF ARTICLE 16.7 IS TO ALLOW THE POSTAL SERVICE TO ACT IMMEDIATELY TO PLACE AN EMPLOYEE IN AN OFF-DUTY STATUS IN THE SPECIFIED EMERGENCY SITUATIONS.**

EMERGENCY MEANS WHAT?

- **ARBITRATOR N. DUDA IN C-24822 STATES IN PART:**
- **HAS THE SERVICE SHOWN THAT NOT WEARING A SEAT BELT AND/OR MAKING A U-TURN UNDER CONDITIONS EXISTING ON APRIL 8, 2003 PRESENTED SUCH A THREAT OF INJURY TO GRIEVANT OR OTHERS THAT THE SERVICE WAS JUSTIFIED IN USING THE EMERGENCY PROCEDURE?**
- **HE FURTHER STATES: NOT USING A SEAT BELT DOES NOT IN AND OF ITSELF PRESENT A THREAT OF HARM. IT IS INTENDED TO MINIMIZE RISK OF INJURY TO THE DRIVER IF THE VEHICLE IS INVOLVED IN AN ACCIDENT. MAKING A U-TURN COULD PRESENT A RISK OF INJURY DEPENDING ON THE SITUATION, BUT AS EVIDENT IN THE ORDINANCE CITED BY THE SERVICE, MAKING A U-TURN DOES NOT PER SE CONSTITUTE IMMINENT DANGER.**
- **IT BEHOVED THE SERVICE TO SHOW, WHICH IT DID NOT EVEN ATTEMPT, THAT GRIEVANT'S ACTIONS PRESENTED SUCH AN IMMINENT THREAT THAT SHE HAD TO BE TAKEN OFF THE CLOCK IMMEDIATELY AND DENIED THE RIGHTS NORMALLY ATTENDANT EVEN IN A DISCHARGE ACTION.**

THE WRITTEN CHARGE

- **MANAGEMENT MUST PROVIDE THE CARRIER WITH A WRITTEN NOTICE OF CHARGES- IT MUST DEFINE IN DETAIL WHAT THE CARRIER HAS DONE THAT REQUIRED MANAGEMENT TO PLACE THE CARRIER ON 16.7**
- **CAN'T JUST BE YOU VIOLATED A SAFETY RULE , OR YOU HAD AN AT FAULT ACCIDENT**
- **HAS TO BE DETAILED DOWN TO EXACTLY WHAT THE REASON WAS THAT WARRANTED AN EMERGENCY**

SPECIFICS OF THE CHARGE

- **IF MANAGEMENT SAYS THAT YOU HAVE VIOLATED SOMETHING THEN THERE SHOULD BE SOME RULE OR REGULATION TO BACK THAT UP. SO THEY NEED TO TELL THE CARRIER THAT IN THEIR CHARGE**
- **IF THEY SAY THE VIOLATION WAS SAFETY THEN THEY HAVE TO SPECIFICALLY SAY WHAT RULE OR REGULATION THE CARRIER ACTUALLY VIOLATED**
- **IF THEY DO NOT SPECIFICALLY TELL THE CARRIER WHAT THEY VIOLATED THEN THE CARRIER'S DUE PROCESS RIGHTS HAVE BEEN VIOLATED BECAUSE THE CARRIER CAN NOT DEFEND THEMSELVES**

CITES TO USE IN YOUR CONTENTIONS

- **ARBITRATOR L. ROBERTS IN C-30322 STATES IN PART:**
- **HAVING REVIEWED THE ENTIRE RECORD AND THE TESTIMONY OF ALL THE WITNESSES I AM AT A LOSS MYSELF AS TO JUST WHAT IT WAS THAT THE GRIEVANT HAD DONE THAT LED TO HIM BEING PUT OUT ON EP. THE LETTER HE RECEIVED PLACING HIM ON EP STATES THE ACTION WAS TAKEN: “DUE TO YOUR ALLEGED UNACCEPTABLE CONDUCT-FABRICATION OF RECORDS TO RECEIVE PAY WHILE NOT ACTUALLY PERFORMING WORK FOR THE UNITED STATES POSTAL SERVICE,” BUT THAT DOES NOT SAY ANYTHING ABOUT WHAT HE DID OR WHEN HE DID IT. THE UNION ARGUED VERY CONVINCINGLY THAT THEY WERE NOT GIVEN ANY SPECIFICS OF THE CHARGES AGAINST THE GRIEVANT THEREFORE, IT WOULD HAVE BEEN IMPOSSIBLE FOR THE UNION TO PROPERLY DEFEND THE GRIEVANT.**

CITES TO USE IN YOUR CONTENTIONS

- **ARBITRATOR L. ROBERTS IN C-30557 STATES IN PART:**
- **HOWEVER, CONTROLLING IN THIS MATTER IS THE 1990 NATIONAL AWARD AUTHORED BY ARBITRATOR RICHARD MITTENTHAL, CASE NUMBER H4N-3U-C-58637. I WOULD LIKE TO POINT OUT THAT I'M VERY FAMILIAR WITH THIS AWARD REGARDING EMERGENCY PLACEMAT. I'VE UTILIZED ARBITRATOR MITTENTHAL'S REASONING IN MANY OF MY PRIOR DECISIONS REGARDING THIS VERY SAME SUBJECT MATTER. IN PERTINENT PART, AS IT APPLIES TO THE INSTANT CASE, THAT NATIONAL AWARD PROVIDES: "THE FACT THAT NO "ADVANCE WRITTEN NOTICE" IS REQUIRED DOES NOT MEAN THAT MANAGEMENT HAS NO NOTICE OBLIGATION WHATEVER. THE EMPLOYEE SUSPENDED PURSUANT TO SECTION 7 HAS THE RIGHT TO GRIEVE HIS SUSPENSION. HE CANNOT EFFECTIVELY GRIEVE UNLESS HE IS FORMALLY MADE AWARE OF THE CHARGE AGAINST HIM, THE REASON WHY MANAGEMENT HAS INVOKED SECTION 7. HE SURELY IS ENTITLED TO SUCH NOTICE WITHIN A REASONABLE PERIOD OF TIME FOLLOWING THE DATE OF HIS DISPLACEMENT. TO DENY HIM SUCH NOTICE IS TO DENY HIM HIS RIGHT UNDER THE GRIEVANCE PROCEDURE TO MOUNT A CREDIBLE CHALLENGE AGAINST MANAGEMENT'S ACTION."**

C-30557 CONTINUED

- **C-30557 CONT.**
- **ARBITRATOR L. ROBERTS STATES IN PART:**
- **THE JOINT CONTRACT ADMINISTRATION MANUAL ALSO REITERATES SIMILAR LANGUAGE THE KEY POINT IN ALL OF THIS IS THE FACT THAT THE GRIEVANT AND/OR THE UNION WOULD BE TOTALLY HINDERED WITHOUT A FORMAL WRITTEN CHARGE BEING PRESENTED, ALBEIT IN THIS CASE, THE EMERGENCY PLACEMENT LETTER. SPECIFICALLY TO THIS CASE, THAT LETTER MENTIONS ONLY AN “ALLEGED VIOLATION OF SAFETY RULES.’ THE DOCUMENT LACKED ANY DETAIL AS TO WHAT SPECIFIC SAFETY RULES WERE VIOLATED AND FAILED TO DEFINE ANY ACTS THAT WERE ALLEGEDLY COMMITTED BY THE GRIEVANT. THIS IS PARAMOUNT. IN MY CONSIDERED OPINION, A WRITTEN STATEMENT THAT ONLY INCLUDED AN “ALLEGED VIOLATION OF SAFETY RULES” AND NOTHING MORE, CLEARLY FAILS IN MEETING THE CRITERIA SET FORTH BY ARBITRATOR MITTENTHAL. IT IS SIMPLY TOO BROAD OF A DEFINITION THAT WOULD ALLOW EITHER THE UNION OR THE GRIEVANT TO MOUNT ANY TYPE OF A DEFENSE OR CHALLENGE. AND IN MY CONSIDERED OPINION THE DUE PROCESS RIGHTS OF THE GRIEVANT WERE CLEARLY VIOLATED IN THAT REGARD. THE EMERGENCY PLACEMENT LETTER WAS SIMPLY TOO VAGUE. IT FAILED TO CLEARLY IDENTIFY ANY SPECIFIC CHARGE OR ACT THAT THE GRIEVANT HAD COMMITTED.**

C-30557 CONTINUED

- **ARBITRATOR MITTENTHAL CALL FOR THE EMERGENCY PLACEMENT LETTER TO DEFINE THE CHARGE(S). IN THIS CASE, THERE WAS NO SPECIFIC CHARGE MADE, INSTEAD SIMPLY, A VERY “VANILLA TYPE” REASONING. AND THAT LACK OF DETAIL DISABLED THE GRIEVANT’S, OR THE UNION’S ABILITY TO FORMULATE ANY DEFENSE IN THIS MATTER. EVEN THOUGH THE GRIEVANT/UNION MAY HAVE RECEIVED MORE INFORMATION AT THE INVESTIGATIVE INTERVIEW, THE EMPLOYER IN THIS CASE SIMPLY FAILED IN COMMITTING ANY DETAIL TO WRITTEN DOCUMENTATION IN THE FORM OF AN EMERGENCY PLACEMENT DOCUMENT MANAGEMENT SHOULD HAVE BEEN WELL AWARE OF THE DEMANDS OF ARBITRATOR MITTENTHAL. THEY HAVE BEEN IN PLACE FOR SOME TWENTY YEARS. REGARDLESS OF THE DISCIPLINE OR ITS DEGREE, THE NOTICE LETTER SETS THE BENCHMARK FOR EACH INDIVIDUAL CASE. THE EMPLOYER IS REQUIRED TO SPECIFICALLY OUTLINE, IN DETAIL, EACH CHARGE(S) WHICH BROUGHT RISE TO THE DISCIPLINE. THIS PROVIDES THE UNION WITH WRITTEN NOTICE, AS WELL AS PREVENTING MANAGEMENT AN OPPORTUNITY TO ALTER THE CHARGE(S) AS THE CASE MOVES FORWARD.**

C-30557 CONTINUED

- **THIS PARTICULAR INSTANCE INVOLVED AN ALLEGED VEHICLE ACCIDENT. ACCORDING TO THE RECORD IN THIS CASE, THE ALLEGED ACCIDENT OCCURRED ON 28 APRIL 2012. THAT DATE OF EMERGENCY PLACEMENT LETTER WAS 14 MAY 2012. SOME TWO WEEKS HAD EXPIRED. AND DURING THAT TIME, THE EMPLOYER WOULD HAVE BEEN EXPECTED TO PROVIDE THE GRIEVANT WITH A DETAILED WRITTEN EXPLANATION OF THE CHARGE(S) THAT RESULTED IN THE EMERGENCY PLACEMENT ARBITRATOR MITTENTHAL REQUIRED THE GRIEVANT BE “FORMALLY MADE AWARE OF THE CHARGE AGAINST HIM.” THE CONTENTS OF THE EMERGENCY PLACEMENT LETTER IN THIS CASE SIMPLY FAILED TO MEET THAT REQUISITE STANDARD. FOR THE ABOVE REASONS, THERE IS NO DOUBT THE GRIEVANT WAS DENIED HIS DUE PROCESS RIGHTS. ACCORDINGLY, THE EMERGENCY PLACEMENT ACTION IS HERBY VACATED AND THE GRIEVANT SHAL VE MADE WHOLE FOR THE PERIOD OF TIME HE WAS OUT ON EMERGENCY PLACEMENT.**

IMPORTANCE OF THE CHARGE LETTER

- **ARBITRATOR DUDA IN C-24822 STATES IN PART:**
- **THESE ACTIONS, AS WELL AS OTHERS (E.G. TALKING ON THE CELL PHONE WHILE DRIVING OR LEAVING A VEHICLE WITH THE MOTOR RUNNING) MIGHT WARRANT A PRE-DISCIPLINARY INVESTIGATION, WHICH COULD LEAD TO DISCIPLINE UNDER SECTIONS 3,4 OR 5 OR ARTICLE 16, JUST AS THE PRE-DISCIPLINARY INVESTIGATION OF THE APRIL 8, 2000 CONDUCT RESULTED IN NOTICE OF PROPOSED REMOVAL. HOWEVER, THE ACTIONS UNDER THOSE SECTIONS GIVE THE EMPLOYEE JUST CAUSE PROTECTIONS. FOR EXAMPLE, THEY REQUIRE AN INVESTIGATION IN WHICH GRIEVANT IS PRESUMED INNOCENT UNTIL THE FACT FINDING DETERMINES OTHERWISE AND AN EXPRESS STATEMENT OF CHARGES IN ADVANCE, WHICH THE EMPLOYEE CAN ADDRESS. HERE THE EMERGENCY PLACEMENT LETTER IMPLIED THAT THE GRIEVANT HAD VIOLATED “SAFETY RULES AND REGULATIONS” BUT IT DID NOT SPECIFY ANY UNTIL THE STEP B DECISION. ALMOST TWO MONTHS LATER. EXCEPT IN A TRUE EMERGENCY SITUATION, THE SERVICE MUST STATE ITS SPECIFIC CHARGE AND GIVE THE EMPLOYEE AN OPPORTUNITY TO DEFEND HERSELF WHILE STILL ON THE CLOCK.**

LENGTHY SUSPENSION 16.7 LANGUAGE

- **ARBITRATOR N. HUTT IN C-32656 STATES IN PART:**
- **A FEW PACIFIC REGIONAL ARBITRATORS ISSUED AWARDS ON EMERGENCY SUSPENSION DELAYS UNDER SIMILAR CIRCUMSTANCES. ARBITRATOR LUMBLEY FOUND A VIOLATION OF ARTICLE 16 WHEN THE SERVICE CONTINUED GRIEVANT IN A NON-PAY STATUS FOR 58 DAYS WITH “NO JUSTIFICATION FOR RETAINING” HIM. ARBITRATOR MONAT ISSUED AN AWARD FINDING A VIOLATION OF ARTICLE 16.7 STATING: AN EMERGENCY PLACEMENT CANNOT BE USED AS AN INDEFINITE SUSPENSION, ARTICLE 16.6.A PROVIDES THAT AN INDEFINITE SUSPENSION MAY ONLY BE USED “ IN THOSE CASES WHERE THE EMPLOYER HAD REASONABLE CAUSE TO BELIEVE AN EMPLOYEE IS GUILTY OF A CRIME FOR WHICH A SENTENCE OF IMPRISONMENT CAN BE IMPOSED.” A MUCH HIGHER STANDARD OF JUST CAUSE MUST BE ESTABLISHED IN SUCH CASES. IN THE INSTANT CASE, THERE IS NO ALLEGATION. USING ARTICLE 16.7 AS THE BASIS FOR AN INDEFINITE SUSPENSION IS IMPROPER UNDER THE TERMS OF THE NATIONAL AGREEMENT. ONE WAS NOT PROPOSED, BUT MANAGEMENT’S FAILURE TO ACT TO DISPOSE OF THE 16.7 CASE, THE EMERGENCY PLACEMENT HAS DE FACTO BECOME AN INDEFINITE SUSPENSION. (F06N-4F-D 12211064, CY-1884-12D)**

ARBITRATOR N. HUTT IN C-32656 CONT.

- **IN YET ANOTHER CASE, ARBITRATOR MONAT RULED THAT THE POSTAL SERVICE CANNOT ABUSE THE EMERGENCY PLACEMENT OF ARTICLE 16.7 BY CONTINUING AN EMPLOYEE IN A NON-PAY STATUS INDEFINITELY, WHICH IS ANALOGOUS TO A DISCIPLINARY INDEFINITE SUSPENSION EXAMINED IN ARTICLES 16.5 AND 16.6 OF THE NATIONAL AGREEMENT.**
- **ARBITRATOR ARMENDARIZ, IN A SIMILAR CASE HELD THE POSTAL SERVICE DID NOT VIOLATE ARTICLE 16.7 WHEN GRIEVANT WAS PLACED ON AN EMERGENCY SUSPENSION, BUT DID, IN FACT, VIOLATE THE NATIONAL AGREEMENT WHEN THE EMPLOYEE WAS KEPT IN A NON-PAY STATUS FOR A LENGTHY AND INDEFINITE AMOUNT OF TIME. ARBITRATOR ARMENDARIZ OPINED: HERE, IF THE GRIEVANT'S ACTIONS ROSE TO THE LEVEL OF MISCONDUCT, MANAGEMENT HAD AMPLE RESOURCES AVAILABLE FOR IT TO TAKE CORRECTIVE MEASURES THAT WOULD INCLUDE DISCIPLINARY ACTION, UNDER THE GUIDED PROVISIONS OF ARTICLE 16.**

LENGTHY SUSPENSION 16.7 LANGUAGE

- **THEY DO NOT INTEND FOR MANAGEMENT TO USE THE EMERGENCY PLACEMENT PROCEDURES OF ARTICLE 16.7 AS A MEANS FOR TAKING “PUNITIVE SUSPENSION” ACTIONS. THIS PUNITIVE SUSPENSION WOULD NOT SURVIVE UNDER ARTICLE 16.1. THUS, THAT WAS THE EFFECT OF THE EMERGENCY PLACEMENT DISPUTED IN THIS CASE. THE SERVICE APPARENTLY VIEWS THE SENTENCE IN ARTICLE 16.7 “THE EMPLOYEE SHALL REMAIN ON THE ROLLS (NON-PAY STATUS) UNTIL DISPOSITION OF THE CASE HAS BEEN HAD” AS GIVING MANAGEMENT THE “ABSOLUTE AUTHORITY” TO SUSPEND AN EMPLOYEE INDEFINITELY WITHOUT ANY REGARD TO ANY OF THE OTHER PROVISIONS IN ARTICLE 16 WHICH ARE EQUALLY APPLICABLE AND CONTROLLING. SUCH AN APPROACH IS INCONSISTENT WITH BOTH THE INTENT AND SPIRIT OF THE PARTIES WHEN THEY BARGAINED FOR THE LANGUAGE CONTAINED IN ARTICLE 16, WHICH ARE EQUALLY APPLICABLE AND CONTROLLING. FINDING A VIOLATION OF ARTICLE 16.7, ARBITRATOR ARMENDARIZ ORDERED THE POSTAL SERVICE TO MAKE GRIEVANT WHOLE FOR ANY WAGES AND BENEFITS HE MAY HAVE LOST AS A RESULT OF THE INDEFINITE SUSPENSION (CONCLUSION OF THE INVESTIGATION) UP TO THE DATE HE IS RETURNED TO DUTY.**

LENGTHY SUSPENSION 16.7 LANGUAGE

- **SHE GOES ON TO STATE:**
- **TURNING TO THE INSTANT CASE MANAGER CLOONAN'S TESTIMONY CONCERNING THE SERVICE'S REASONS FOR THE EXCESSIVE AND UNREASONABLE DELAY IN ISSUING A TERMINATION LETTER DOES NOT ALLEVIATE MANAGEMENT FROM COMPLYING WITH THE MANDATES OF ARTICLE 16.7. GRIEVANT WAS CONTINUED IN A NON-PAY STATUS IN EXCESS OF 30 DAYS WITHOUT MANAGEMENT ISSUING DISCIPLINE OR RETURNING HIM TO WORK. THE LANGUAGE IN ARTICLE 16.7 INCLUDES THE PHRASE: "THE EMPLOYEE SHALL REMAIN ON THE ROLLS (NON-PAY STATUS) UNTIL DISPOSITION OF THE CASE HAS BEEN HAD." AT THE TIME OF THE ARBITRATION HEARING, GRIEVANT WAS STILL IN A NON-PAY STATUS FOR THE FORESEEABLE FUTURE AS THERE WAS NO DISPOSITION OF THE CASE. CONTRARY TO THE SERVICE'S CONTENTION THAT THE UNION HAS NO RIGHT TO FILE A DUPLICATE ARTICLE 16.7 GRIEVANCE REGARDING THE SAME ISSUE, I POINT OUT THE GERMANE ISSUE OF JUST CAUSE FOR THE "IMMEDIATE" EMERGENCY PLACEMENT WAS RESOLVED BETWEEN THE PARTIES. THE ACTUAL QUESTION BEFORE ME RAISES THE ISSUE OF WHETHER THE SERVICE'S INDEFINITE DELAY IN THE ISSUANCE OF DISCIPLINE AND /OR NOTIFICATION TO THE GRIEVANT IS A VIOLATION OF ARTICLE 16.7. THERE IS NO CONVINCING EVIDENCE TO CONCLUDE THE PARTIES NEGOTIATE THE LANGUAGE "THE DEPOSITION OF THE CASE HAS BEEN HAD" WITH THE INTENT MANAGEMENT CAN PLACE AN EMPLOYEE ON AN EMERGENCY SUSPENSION FOR AN UNBOUNDED AMOUNT OF TIME. CLEARLY, MANAGEMENT DOES NOT HAVE AN UNFETTERED OPTION OR FREEDOM TO CONTINUE GRIEVANT ON AN OPEN-ENDED EMERGENCY SUSPENSION AS WAS DONE HERE.**

LENGTHY SUSPENSION 16.7 LANGUAGE

- **TO PERMIT THE POSTAL SERVICE TO TAKE AN UNLIMITED AMOUNT OF TIME TO DETERMINE WHAT ACTION TO TAKE WHILE KEEPING THE GRIEVANT ON AN EMERGENCY SUSPENSION WOULD RUN CONTRARY TO THE PRESUMPTION THAT AN ARTICLE 16.7 HAS AN ASCERTAINABLE END- AND ACTION THAT WILL BEING THE SUSPENSION TO A CLOSE IN A REASONABLE AMOUNT OF TIME. FOLLOWING THE EMERGENCY PLACEMENT AND THE COMPLETION OF THE PENDING POSTAL SERVICES INVESTIGATION OF THE CONDUCT THAT RESULTED IN THE SUSPENSION MANAGEMENT FAILED TO INITIATE AND ADMINISTRATIVE ACTION. GRIEVANT REMAINED ON AN EMERGENCY SUSPENSION FOR APPROXIMATELY TEN MONTHS WITHOUT COMMUNICATION OR NOTIFICATION OR DISCIPLINE FROM MANAGEMENT. AS KNOWN AND ACCEPTED BY THE PARTIES, ARTICLE 16 REQUIRES THAT DISCIPLINE BE CORRECTIVE RATHER THAN PUNITIVE. TO RETAIN GRIEVANT ON AN ARTICLE 16.7 FOR AN UNREASONABLE AND EXCESSIVE PERIOD OF TIME RESULTED IN A PUNITIVE ACTION IN VIOLATION OF THE NATIONAL AGREEMENT.**

MAKING CONTENTIONS

- **WAS IT IMMEDIATE?**
- **WAS THE CARRIER TOLD AT THE SCENE THEY WERE BEING PUT OUT ON A 16.7?**
- **WAS IT AN EMERGENCY?**
- **DID MANAGEMENT MAKE A DETAILED SPECIFIC CHARGE OF WHY THE CARRIER WAS PLACED ON A 16.7?**
- **WAS THE CHARGE CHANGED AT ANY POINT?**
- **DOES ANY OF THE DOCUMENTATION, RULES AND REGULATIONS IN MANAGERMENTS' CASE FILE MATCH THE CHARGE? CHECK THE CHARGE LETTER AGAINST ALL OF THE PAPERS IN THEIR FILE**

IN CONCLUSION

- **ARTICLE 16.7 EMERGENCY PLACEMENT MUST BE IMMEDIATE WITHOUT ANY LAPSE OF TIME**
- **ASK THE CARRIER, WHO TOLD YOU THAT YOU WERE ON EMERGENCY PLACEMENT?**
- **WE HAVE TO HAVE A VERY DETAILED CHARGE LETTER OF WHAT HAPPENED THAT WARRANTED MANAGEMENT TO PLACE THE LETTER CARRIER ON A 16.7**
- **IF THE CARRIER IS STILL ON A 16.7 WEEKS AND MONTHS LATER, AFTER THE EMERGENCY, WE NEED TO FILE A GRIEVANCE ON THAT AS MANAGEMENT IS TURNING THIS INTO AN INDEFINITE SUSPENSION**
- **EMERGENCY MEANS IT HAS TO BE AN EMERGENCY**