ose two specific relevancy requests in order for us to further process your request for the interview with MPOO Farrior. ***You must set forth the specific reason*** that you want to interview Mr. Farrior, and ***you must state with specificity the information you are seeking in this interview with him***

As soon as you provide us with your reponses to those specific questions, we will further respond to your request to interview MPOO Farrior

Thank you for your assistance in this matter.

Michael Suman

The Union has added emphasis to the above letter and will address the letter. The Arbitrator has already ruled against the letter in her initial decision. This is the exact formed letter the Union received when initially investigating a grievance concerning Postmaster Kirby Ragsdale. The Arbitrator has also ruled against this same form letter in her Hattiesburg decision dated February 4, 2019 for case # G16N-4G-C 18316064, in which she issued Management a cease-and-desist violating Articles 17 & 31 of the National Agreement.

On page 17-4 of the Joint Contract Administration Manual (JCAM) both parties agreed to the following language:

Steward Rights—Activities Included.
A steward may conduct a broad range of activities related to the investigation and adjustmentof 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)

On page 31-2, 31-3 of the JCAM both parties have agreed to the following language:

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
- customer 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 Reports 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

M-00012 reads in relevant part:

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 reads in relevant part:

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.

Madam Arbitrator, both parties have made it abundantly clear that we have the right to interview members of Management and we do not have to jump through hoops to do so. Management's entire relevancy letter is a violation of Articles 17 & 31. There are no set criteria we must meet to request information. As Mr.

Stoddard stated in the remedy hearing, there is no criteria we must meet outlined in Articles 17 and 31. Again, the Union cannot overstate the fact that Management's entire letter is a clear violation of our National Agreement.

Another one of the 'relevancy' letters sent to Mr. Stoddard, on July 30th and again on August 5th reads as follows:

> July 30th, 2021
>
> To: Cliff Stoddard, NALC Steward
> Subject: Copy of any discipline and any investigative interviews conducted by Kirby Ragsdale at the Madison MS Post Office
> Ref: Grievance: (Compliance with award 20139761)?
>
> Dear Mr. Stoddard,
>
> This letter is in response to your request for information dated July 30th, 2021 for "4. Copy of any discipline and any investigative interviews conducted by Kirby Ragsdale at the Madison MS Post Office". ***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.*** Be advised that your request has not been denied, rather, we are seeking to know the relevancy of the information sought.
>
> Because the information sought is not presumptively relevant, ***the Postal Service requests that you state with specificity how the information is relevant and necessary to the performance of the union's collective bargaining duties***. This would be necessary to know because NRLCA and APWU bargaining employees are not covered by the NALC contract.
>
> For clarity, I will reiterate that management is not refusing to provide you with information which is relevant and necessary to the performance of your collective bargaining duties. At this time, we are requesting that you ***communicate the specific relevancy*** of the request so we may continue to process it.
>
> Thank you for your anticipated cooperation.
> Sincerely Michael Suman

Madam Arbitrator, the Union is extremely fortunate here because National Arbitrator Richard Mittenthal has already addressed this very issue in case # H4T-2A-C 36687, dated November 16, 1990 (Union Exhibit 6). He opines, in relevant part, as follows:

Pg. 4.

> The Step 2 answer, prepared on November 20 by someone on Traugott's staff, read in part:
>
> > A review of the facts indicates that the APWU Local 7048 has no contractual right to access to the minutes of the quality of work life meeting. The record indicates that the APWU declined during contract negotiations to participate in the QWL process. Therefore, their elimination from the program was by choice. Management has no obligation (and since another craft union is a primary participant), and no right to make

this information available to the APWU.

Pg. 5-6

The relevant provisions of the 1984 National Agreement read in part:

Article 17, Section 3

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. (Emphasis added)

Article 31, Section 2

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. (Emphasis added)

Pg. 8-9.

On the basis of NALC's claim that such information was "necessary" for collective bargaining, Bernstein had held and I expressly agreed:

> ...This is a sufficient showing to comply with the [Article 31, Section 2] mandate that the data sought must be "relevant information necessary for collective bargaining."
>
> …[T]he arbitrator [cannot be made] the judge of the Union's bargaining needs. The decision as to what data is needed to prepare the Union's bargaining proposals is one that only the Union can make. If it asserts that it needs this data for that purpose, and there is no reason to conclude that the assertion is not truthful, that is enough to satisfy the mandate of [Article 31, Section 2]…

These findings should be kept in mind in evaluating the "relevancy" arguments made in the instant case.

Pg. 10.

No doubt some type of investigation precedes the submission of a grievance. Information is developed and a decision is made by APWU as to whether or not a grievance is warranted. If there seems to be no merit in a particular complaint, presumably no grievance would be filed. It is for the APWU alone to "determin[e]...if a grievance exists...", to "determine whether to file...a grievance..." If the information it seeks has any "relevancy" to that determination, however slight, its request for this information should be granted. Assume for the moment that the EI/QWL minutes were not "relevant" to the work jurisdiction grievance filed five weeks after APWU initially requested these minutes. That assumption cannot control the disposition of the present case. Whether a piece of information is "relevant" to the merits of a given claim is one thing; whether such information is "relevant" to APWU's determination to pursue (or not pursue) that claim through the filing of a grievance is quite another. The latter question allows "relevancy" a far broader reach and should have permitted the APWU, for the

reasons already expressed, to receive the appropriate EI/QWL minutes. The Postal Service view that APWU's request for these minutes was a mere "fishing expedition" is not persuasive.

Pg. 11.

This argument has in part already been answered. Surely, the restrictions on permissible subject matter for EI/QWL groups could be ignored in a given meeting and work jurisdiction could become a matter of group discussion and perhaps even tacit agreement. That may not be what happened. But the only way APWU could discover what was actually said in these meetings was to examine the minutes. Management refused to allow APWU to do so. It thus prevented APWU from making an informed and measured "determin[ation]" as to whether "a grievance exists" or whether "to file...a grievance." That was improper under Articles 17 and 31.

Even if Management was correct in rejecting APWU's request in September 1986, the fact is that a grievance was filed on October 24, 1986, protesting an alleged incursion on APWU's work jurisdiction. The APWU request for the minutes was still pending as of October 24. By then, however. Management had rearranged the dispatch function and perhaps reassigned work. Management had acted but nevertheless continued to refuse APWU's request for the minutes. What the minutes contained I do not know. They could possibly have revealed the kind of considerations which prompted the reassignment of the dispatch function; they could possibly have revealed some conflict between what Management told the Mail Handlers and what Management later told APWU in processing the work jurisdiction grievance; and so on. They could very well have proven "relevant" to APWU's case on the merits. APWU had a right under Article 17 to "review... records necessary for processing a grievance..."; APWU had a right under Article 31 to "relevant information...necessary to determine whether...to continue the processing of a grievance ..." These rights were simply not honored.

National Arbitrator Mittenthal's decision makes it crystal clear that the Union can obtain relevant information from *outside* of our craft and collective bargaining unit. He also makes it clear, as you have in previous decisions, that the Union determines the relevancy of our information request as to whether to file or to continue the processing of a grievance. This is a matter already settled Madam Arbitrator. Not only by National Arbitrator Mittenthal but by you as well. The Union asks that you find in its favor that Management did indeed violate your decision as it pertains to Remedy # 6.

IIII. ARBITRATOR'S AWARD #7

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.

The Union feels that Management violated the above remedy when they assigned Kirby Ragsdale to the Madison Ms. Post Office, which requires him to supervise employees. The Union feels the Arbitrator's decision is clear when she differentiates employees and city letter carriers. The Union also feels that the Arbitrator has the authority to grant such a remedy and will explain our reasoning below.

On page 15-1 of the JCAM both parties agreed to the following language:

> • 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.);***

The definition of Administrative is as follows:

> Managerial, supervisory

In his award in national case Q90N-4F-C 94024977, August 16, 1996 (C-15697), Arbitrator Snow opined in relevant part as follows:

> The problem of a party making what was believed to be a nonbinding proposal but, in reality, was a binding promise is an old one. (See, e. g., Embry v. Hargadine, McKittrick Dry Goods Co., 105 S. W. 777 (1907)). The context, of course, cannot be ignored in determining whether or not a statement constituted a gratuitous "pledge" or a binding promise. As Restatement (Second) observed:
>
> > The meaning given to words or other conduct depends to a varying extent on the context and the prior experience of the parties. Almost never are all the connotations of a bargain exactly identical for both parties; it is enough that there is a core of common meaning sufficient to determine their performances with reasonable certainty or to give a reasonably certain basis for an appropriate legal remedy. (See, § 20, comment b, p. 59 (1981), emphasis added).
>
> As the U. S. Supreme Court has made clear, an arbitrator is a "creature of contract;" and an arbitration award is enforceable "only so long as it draws its essence from the collective

bargaining agreement." (See, United Steelworkers of America v. Enterprise Wheel & Car Corp., 363 U. S. 593 (1960)). Contractual language is the best evidence of the parties' promissory intent. One arbitrator concluded:

> It is a basic and fundamental concept in the arbitration process that an arbitrator's function in interpreting and applying contract language is to first ascertain and then enforce the intention of the parties as reflected by the language of the and pertinent essential provisions involved. As a necessary corollary is the principle that if the language being construed is clear and unambiguous such language is ii-se f the best evidence of the intention of the parties. And when language 13 so selected by the parties leaves no doubt as to the intention, this should end the arbitrator's inquiry. (See, Ohio Chemical & Surgical Equipment Company, 49 LA 377, 380 - 381 (1967), emphasis added).

The Employer asserted that it intended to make a "pledge" in the Joint Statement according to which it pledged itself to help eliminate violent behavior in the workplace. Management did not intend its " pledge" to constitute an enforceable promise because " there was no intent to alter, amend, or modify the National Agreement." (See, Tr. 58). The Union responded that its intent was to enter into an enforceable promise with management.

An examination of the purpose for the Joint Statement, the actual verbiage itself, and dispute resolution processes used by the parties provide objective manifestations of their intent. It is unrebutted that the principal purpose of the parties in publishing the Joint Statement was to lend their mutual weight to an anti -violence campaign in the workplace. Words used by the parties expressed their concern that combating violence in the workplace was such a high priority it was necessary to take an unprecedented step of jointly issuing a credo against violence. To convey the intensity of their commitment to reducing violence in the workplace, the parties stated:

> The United States Postal Service as an institution and all of us who serve that institution must firmly and unequivocally commit to do everything within our power to prevent further incidents of work-related violence.
>
> ….
>
> But let there be no mistake that we mean what we say and we will enforce our commitment to a workplace where dignity, respect, and fairness are basic human rights, and where those who do not respect those rights are not tolerated. (See, Joint Exhibit No. 4, emphasis added).

A representative of each party signed the document. Without regard to the unexpressed intentions of the parties, the document makes clear that the parties made promises to each other to take action. The parties addressed their statements to every member of the postal organization. They stated that:

> 'Making the numbers' is not an excuse for the abuse of anyone. Those who do not treat others with dignity and respect will not be rewarded or promoted. ***Those whose unacceptable behavior continues will be removed from their positions.*** (See, Joint Exhibit No. 4), emphasis added).

On one hand, the Employer argued that management was completely serious about an intent to take action in order to end violence in the workplace. On the other hand, the Employer asserted that it lacked the requisite intent to be contractually bound by the language of the Joint Statement. The Employer contended that, as expressed in the Joint Statement, the parties made a "pledge " of their efforts to accomplish objectives set forth in the document. The reference to the understanding between the parties as a "pledge" indicated to the Employer that the parties merely were communicating their disdain for violence in the workplace and were pledging themselves to end such misconduct. As the Employer viewed it, the Joint Statement definitely was not a contract but, rather, an effort to "send a message to stop the violence." (See, Employer ' s Post-hearing Brief, 13).

The Employer supported its theory of the case with testimonies from representatives present at discussions that led to the Joint Statement. As Mr. David C. Cybulski, Manager of

Management Association Relations, testified:

> Following an exploration, again, of the circumstances leading to the tragedy [at Royal Oaks], the thought developed at the table that we should perhaps communicate what it is that we are doing. We are working collegally. We are trying to jointly approach these issues, as complex as they are. There has been a recognition here that there is something about the postal culture and perhaps something about the postal climate that we need to address and address in a more universal way than management exclusively issuing a statement or the labor union exclusively issuing a statement. (See, Tr. 90-91, emphasis added).

According to the Employer, it sought, in the aftermath of the "Royal Oaks" incident, to quell anxieties of **employees** by reaffirming an intent to end violence.

While it might be possible to interpret the word "pledge" in the Joint Statement as a nonpromissory commitment, the Statement must be interpreted as a whole document in order to assess its effect. It is a deeply rooted rule in aid of contract interpretation that a document should be interpreted so that its provisions make sense when read together. As Restatement (Second) observed, " since an agreement is interpreted as a whole, it is assumed in the first instance that no part of it is superfluous." ((§ 203, comment b, 93 (1981). The objective of reading a whole document is to give significance to each part and an interpretation is preferred that produces such a result.

Words in the last sentence of the Joint Statement such as "pledge " and "efforts" must be read in conjunction with strong language throughout the prior six paragraphs which referred to "time to take action to show that we mean what we say," or "we will enforce our commitment," and "no tolerance of violence." Such statements indicated that the parties' past efforts had been less than successful and that the "Royal Oaks" tragedy signaled to the parties their need to make a drastic change in postal culture. The Joint Statement marked a departure from the past and pointed the way to organizational change. This was a document that evidenced an intent to take action rather than a mere statement of opinions and predictions. It was a "manifestation of intention to act " which justified a conclusion that a commitment had been made. After making strong promissory statements, ***the parties signed the document, signaling more than a gratuitous pledge.***

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The bargain theory of consideration supports a conclusion that the mutual exchange of promises in this case constituted consideration. The mutual exchange of promises involved a commitment from each party " to make the workroom floor a safer, more harmonious, as well as a more productive workplace." (See, Joint Exhibit No. 4). Use of the negotiated grievance procedure was an incidental result of the promissory exchange between the parties. Moreover, there was unrebutted evidence that the Employer, in fact, has benefited from the exchange between the parties and has used the Joint Statement in regional arbitrations against workers who exhibited behavior inconsistent with the Joint Statement. There, in fact, was consideration in the bargained - for exchange between the parties. The grievance procedure of the National Agreement may be used to enforce the parties' bargain, and arbitrators have available to them the flexibility found in arbitral jurisprudence when it comes to formulating remedies, including ***removing a supervisor from his or her administrative duties***. As the U. S. Supreme Court instructed:

> There [formulating remedies] the need is for flexibility in meeting a wide variety of situations. The draftsmen may never have thought of what specific remedy should be awarded to meet a particular contingency. (See, United Steelworkers of America v. Enterprise Wheel and Car Corp., 363 U. S. 593 (1960)).

Madam Arbitrator, the decision by national Arbitrator Snow makes it quite clear that the Joint Statement on Violence and Behavior was a contract between all the parties. Each party was a signatory to the agreement and each party exchanged a commitment to make the workroom floor safer, more harmonious, as well as a more productive workplace. The decision also made it clear that the Arbitrator has the authority to remove the Supervisor from his/her administrative duties. It does not say nor does it distinguish between which crafts the Arbitrator can remove the Supervisor from their administrative duties as all the parties signed off on the contract. Hence the Supreme Court decision cited at the bottom of page 22 of his decision.

The Union included in its cites to the Arbitrator two post hearing briefs. These post hearing briefs were turned in by the parties to National Arbitrator Snow before he made his land mark decision. The Union would like to point out that the exact same argument the parties are making in this remedy hearing are the same arguments already considered and decided upon by National Arbitrator Snow. Management will have you believe that your authority is relegated to crafts. The U.S. Supreme Court and National Arbitrator Snow disagree.

Management's post hearing brief reads in relevant part as follows:

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> As a result of the Royal Oak murders top Postal management sought to establish joint leadership committees comprised of management associations and ***labor unions***. These joint leadership committees were in no way intended to be an extension of labor negotiations, rather they were intended to dispel the autocratic militaristic management style that many have come to associate with the Postal Service. The Joint Committee on Workplace Violence led the way with the seminal Joint Statement of Violence and Behavior in the Workplace. This positive statement was followed up by an unprecedented joint telecast ***by the nine signatories*** on the Postal Satellite Television Network (PSTN) heralding a new unified front against violence in the workplace. (See USPS Ex. 44)
>
> The Joint Statement of Violence and Behavior in the Workplace ushered in a new spirit of cooperation. The ***parties pledged to work together*** to end the senseless violence in the workplace. Unfortunately for every single Postal employee, the NALC has chosen to walk away from the spirit of the Joint Statement and now has decided, albeit through the post hearing brief of a field advocate at the Area level, that the Joint Statement was nothing more than extended contract negotiations for the NALC. They somehow have convinced themselves that all nine signatories to the Joint Statement were meeting on the NALC's behalf when they met to sign the Joint Statement. Any global understandings within the Postal Service concerning cooperation and jointness to end the violence have ben conveniently forgotten

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> The legal realities of the situation were that none of the parties had the authority to give away individual statutory or constitutional due process rights. ***The notion that these nine (9) diverse groups came together to devise a system that creates such a result strains credibility***.

Madam Arbitrator, it is clear that, in Management's post hearing brief, the nine signatories were as one pledging to work together to end senseless violence in the workplace. Management even acknowledges, backhandedly, that it was the NALC that took the Joint Statement to hearing to make it an enforceable agreement between the nine signatories and not just a statement.

The Union's post hearing brief reads in relevant part as follows:

Pg. 9-12

> But, on March 18, 1992, immediately after the signing of the Joint Statement, Deputy Postmaster General Michael Coughlin, in a Memorandum to Headquarters Officers, stated:
>
> > I am pleased to announce that ***we*** have signed a joint statement ***committing the Postal Service and eight of its labor and management organizations*** to ***eliminate violence and other inappropriate behavior from our workplace.*** [emphasis added]
>
> That is hardly the language of "nothing more" than a pledge. Mr. Coughlin is the second highest official of the Postal Service and a member of its Board of Governors. He is generally not given to frivolous, meaningless, empty rhetoric.
>
> Indeed, before the Joint Statement was signed, Mr. Coughlin had signaled the determination to go beyond mere words and to enter into the give and take of agreement necessary to effect real change.
>
> USPS Exhibit 46 is a report by Kenneth Vliestra, the Executive Director of one of the participating management associations (the National Association of Postmasters of The United States) regarding a January 21, 1992 ***meeting of the organizations that ultimately signed the Joint Statement.***
>
> > The report noted that:
> >
> > > One of the major topics of discussion was the position paper drafted by Vince Sombrotto, President of NALC…the final wording of this statement was not yet agreed to ***by all parties***.
> >
> > The report went on to quote Deputy Postmaster Coughlin's remarks at the meeting:
> >
> > > …in order for us to get where we have to be, ***each group***, ***each organization***, has to be willing to give a little. We have to work together, finding areas of agreement to build on our relationships. I can admit that we have to change here at headquarters. I, and other postal officials here will sign that statement being drafted. We will acknowledge that mistakes were made. We will agree that numbers are not an excuse for abuse…
> >
> > Even earlier in the process that led to the signing of the Joint Statement, senior representatives of USPS and the other signatory organizations were talking the talk of

change, commitment, and the give and take of agreements. USPS Exhibit 16 is a contemporaneous report by Vincent Palladino, then Executive Vice-President of the National Association of Postal Supervisors, of a meeting the senior representatives of USPS and the involves organizations on December 3, 1991, just weeks after the Royal Oaks tragedy.

The report noted:

> Our discussion included a lot of talk of the USPS' goal of treating everyone with dignity and respect and implementing a participative style of management at all levels. All of the organization officials agreed that this was still not the case in many of our divisions, MSCs and post offices.
>
> Another point of agreement . . .was that the Postal Service has repeatedly rewarded (through promotions and bonuses) those who make the 'numbers,' regardless of how they make them. This fault was placed on all levels of management – all the way to USPS Headquarters.
>
> All present acknowledged that in some places there is an unacceptable level of stress on the workroom floor and that an authoritative style of management too often prevails. . .
>
> * * *
>
> . . . it is the one point on which we all fully agreed, the Postal Service does nothing to discourage the authoritarians. On the contrary, those who make the numbers are rewarded. . .
>
> * * *
>
> The meeting ended with an agreement to draft and sign a joint statement that will denounce all forms of violence or threats of violence, and that ***we will eliminate all form of intimidation, harassment and disrespect usually associated with authoritarian managers***.

Mr. Palladino then editorialized a bit:

> . . . Top management has to give up some of their power in exchange for the employees' commitment to resolving our differences. It sounds simple, but it won't be easy to implement.

Madam Arbitrator, it is quite obvious that the Joint Statement on Violence and Behavior was not designed solely for the NALC. This is a concerted effort between all the parties to extinguish authoritarian managers from their administrative duties. There need not be an intervention, in this arbitration, by any of the other unions as the parties were already signatories to the JSOV. They had all agreed to its intent, which was to remove those managers who refused to treat employees with dignity and respect from their positions.

The APWU (Ex. U-5) has filed a grievance supporting the Arbitrators decision.

Management will have you believe that the grievance is nonexistent. As my grandfather used to say “if it looks like a duck, walks like a duck and quacks like a duck..it must be a duck. Madam Arbitrator it looks like a grievance, it has a GATS number like a grievance and Management slammed his books on the table in revolt when I produced the grievance, so it must be a grievance.

As for your authority to issue the remedy as the Union interprets it, the collective bargaining agreement states that “all decisions of an arbitrator will be final and binding” and that “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, mended, or modified by an arbitrator.” It is silent on the remedies available.

But the Supreme Court has made it 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 asks that you find in its favor that Management did indeed violate your decision as it pertains to Remedy # 7.

V. REMEDY

1. Management shall fully and completely abide by Arbitrator Glenda August’s decision for grievance G16N-4G-C 20139761 dated 04/21/2021.
2. Management is once again issued a cease and desist from violating Articles 15.3, 17, 31 and M-01517 via Article 19 of the National Agreement, by failing to properly comply with settlement agreements, DRT decisions, Pre-Arbitration settlements and Arbitration awards; as well s failing to provide relevant requested information to the Union.
3. Management shall pay ALL City Letter Carriers (including CCAs/PTFs) in the Clinton, MS Post Office $10.00 a calendar day beginning 06/23/2021 until management fully complies with Arbitration award G16N-4G-C 20139761.
4. The two-year period mentioned in remedy #7 for Arbitration Award G16N-4G-C 20139761 shall begin anew with the issuance (date) of the

instant award.

C-35441

REGIONAL ARBITRATION PANEL

In the Matter of Arbitration	Grievant:	Class Action
Between	Post Office:	Clinton, MS
United States Postal Service	USPS No.:	G16N-4G-C 20139761
And	Union No.:	R8001C2020
National Association of Letter Carriers, AFL-CIO		

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

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:
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> • 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:
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> • Alleged violations of postal handbooks or manuals (Article 19);
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> • 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 Farrior 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' 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:
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> • 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.
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> ...
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> 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.

Glenda M. August

GLENDA M. AUGUST
Arbitrator

November 18, 2021

New Iberia, LA

C #10363

NATIONAL ARBITRATION PANEL

In the Matter of the Arbitration between UNITED STATES POSTAL SERVICE -and- AMERICAN POSTAL WORKERS UNION -and- NATIONAL ASSOCIATION OF LETTER CARRIERS Intervenor -and- MAIL HANDLERS DIVISION, LABORERS INTERNATIONAL UNION OF NORTH AMERICA Intervenor	GRIEVANT: Class Action Philadelphia, Penn. CASE NO. H4T-2A-C 36687

BEFORE: Richard Mittenthal, Arbitrator

APPEARANCES:

For the Postal Service:	Mary Anne Gibbons Attorney Office of Labor Law
For the APWU:	Anton G. Hajjar Attorney (O'Donnell Schwartz & Anderson)
For the NALC:	Keith E. Secular Attorney (Cohen Weiss & Simon)
For the Mail Handlers:	Laurence E. Gold Attorney (Connerton Ray & Simon)

Place of Hearing: Washington, D.C.

Date of Hearing: May 23, 1990

Date of Post-Hearing Briefs: October 25 and November 6, 1990

AWARD: The Postal Service violated APWU's rights under Article 17, Section 3 and Article 31, Section 2. The remedy for this violation is provided in the foregoing opinion.

Date of Award: November 16, 1990.

Richard Mittenthal
Arbitrator

BACKGROUND

This grievance protests the Postal Service's refusal to provide APWU with the minutes of certain Employee Involvement/ Quality of Work Life (EI/QWL) meetings held jointly by the Postal Service and the Mail Handlers. APWU insists that this denial of information was a violation of Article 17, Section 3 and Article 31, Section 2 of the National Agreement. The Postal Service disagrees. NALC has intervened in support of one phase of APWU's position. The Mail Handlers have intervened in support of the Postal Service's position.

The EI/QWL concept was introduced in postal facilities in September-October 1982. Three of the four major unions - NALC, Mail Handlers, and Rural Letter Carriers - agreed to participate in the process. APWU is not a participant. The purpose of the program, broadly stated, is to "improve...the working life..." of employees and "enhance the effectiveness of the Postal Service." Management and each of the three unions above have established joint committees at local, regional and national levels to implement the EI/QWL concept. The committees attempt to identify and solve problems which affect the employees' work and the quality of their work life with the object of achieving greater job satisfaction and smoother operations. The committees, however, are "not intended to be a substitute for collective bargaining or the grievance procedure." And "no agreement or understanding reached as a result of the QWL process may negate or interfere with the National Agreement..."[1]

The Philadelphia Bulk Mail Center (BMC), Business Annex, has a 045 operation (non-preference letter distribution) and a 075 operation (non-preference flat secondary distribution). APWU clerks had been responsible for sorting this mail into cases by zip code and scheme knowledge, removing the sorted mail, bundling or banding it, and placing it in the appropriate receptacle, either a sack or an all-purpose container (APC). The latter task was part of the so-called dispatch function. These arrangements had evidently been in effect for some years.

M. Gallagher, the then President of APWU Local 7048, was told by a Mail Handler in September 1986 that this particular dispatch function had been discussed in EI/QWL meetings

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[1] The quotations in this paragraph are taken from the October 15, 1982 Understanding (Statement of Principles & Committee Responsibilities) signed by the Postal Service and the Mail Handlers.

involving Management and the Mail Handlers and changes in this function were being considered by Management. Gallagher heard that the dispatch area was to be redesigned and that this would likely mean a "change in jurisdiction", namely, a re-assignment of dispatch work from APWU employees to Mail Handler employees. He therefore submitted the following request to Management on September 18:

> ...We request that the following documents...be made available to us in order to properly identify whether or not a grievance does exist and, if so, their relevancy to the grievance:
>
> 1. Request copies of all the minutes of all Employee Involvement/Quality of Work Life meetings ...

He apparently made clear that he was referring to Management-Mail Handler minutes.

Gallagher's request was passed along to the appropriate department. He spoke with W. Traugott, the then Acting Employee & Labor Relations officer in the BMC. He claims that Traugott advised him "he would provide that information as soon as he could get it" and that Traugott expressed no reservations about satisfying APWU's request. However, he was later informed that Traugott was having difficulty getting the minutes because P. Brown, the Coordinator for the local EI/QWL group, was not sure these minutes could be given to APWU. And he was still later informed that his request had to be referred to the national EI/QWL group for an answer. APWU became impatient with the delay and filed a grievance (CG-426) on November 1. It cited Articles 17 and 31 and complained of Management's failure to "provide the Union an opportunity to review the minutes of all...[EI/QWL] meetings."

In the meantime, evidently in late October, Management redesigned this dispatch function. APWU employees continued to distribute the mail, casing and bundling, at the 045 and 075 operations. But they now put the bundles in a utility cart. The cart was moved to a dispatch area by Mail Handler employees who then placed the bundles in APCs. These employees matched the "labels", perhaps this refers to zip codes, on the bundles with the "labels" on the APCs. They did not require scheme knowledge for this task. APWU believed that dispatch work had been improperly transferred from APWU jurisdiction to Mail Handler jurisdiction. It filed a grievance (CG-424) on October 24 and complained that the duties in question were "clearly clerical distribution activities" which were part of APWU's jurisdiction.

As for the grievance now before the arbitrator, the grievance protesting the failure to provide the EI-QWL minutes, Management's Step 1 representative was a Supervisor of Mails. She referred the grievance to Step 2 because "information is not available to me on QWL meetings." At Step 2, only Gallagher and Traugott were present. There is a difference of opinion as to what was said. Gallagher alleges he told Traugott that the dispatch change had an impact upon the APWU bargaining unit and was a by-product of EI/QWL discussions and that the minutes of those discussions were hence "relevant." He insists that Traugott did not raise the question of "relevancy" and that Traugott simply said he would give the minutes to the APWU if he had them but he had been unable to obtain them. Traugott, however, alleges that Gallagher offered no explanation as to why he wanted the minutes. Nor, according to Traugott, did he ask Gallagher for an explanation.

The Step 2 answer, prepared on November 20 by someone on Traugott's staff, read in part:

> A review of the facts indicates that the APWU Local 7048 has no contractual right to access to the minutes of the quality of work life meeting. The record indicates that the APWU declined during contract negotiations to participate in the QWL process. Therefore, their elimination from the program was by choice. Management has no obligation (and since another craft union is a primary participant), and no right to make this information available to the APWU.

Gallagher sought to correct Management's Step 2 answer on November 29. He advised Traugott in writing that he had "clearly indicated" at the Step 2 hearing that APWU had "sufficient reason to question discussions...in QWL meetings as we...suspect that on occasion our bargaining unit positions are the topic."

Traugott formally replied on December 2, 1986, to Gallagher's September request for information. He noted on the request form that the request was "denied" because he had been "unable to secure copies of minutes from QWL Committee." The Postal Service-Mail Handlers committee decided at the national level on February 3, 1987, that the minutes of any committee meeting could not be released without the consent of both such parties.

The grievance was heard in Step 3 on March 2, 1987. Management denied the grievance on the ground that APWU "has

not established the relevancy of their request to review the records in question." An appeal to regional arbitration followed but the Postal Service took the position that a "national interpretive issue" was involved. Hence, a Step 4 meeting was held on March 22, 1988. Management again denied the grievance, emphasizing the following points:

> Whether an APWU bargaining-unit position is discussed during an EI-QWL meeting is immaterial. No action has been taken as a result of such meetings which would affect any positions within the APWU crafts. The APWU has chosen not to participate in the EI/QWL process, therefore, the information from EI/QWL meetings would not be necessary for the enforcement, administration, or interpretation of the National Agreement.
>
> In addition, because the Union has not claimed that any action has been taken which affected an APWU craft position, the minutes would not even be necessary to determine whether a grievance exists.

APWU found this answer unsatisfactory and appealed the case to national level arbitration on May 12, 1988.

Meanwhile, the other grievance (CG-424) concerning the merits of the work jurisdiction issue was moving through the grievance procedure. It reached regional arbitration in April 1989. Arbitrator Condon held that the Postal Service did not violate Regional Instruction 399 "when it assigned Mail Handlers to perform functions in the PA 045 & 075 areas." His ruling, in short, was that the dispatch function once performed by APWU employees could properly be reassigned to Mail Handler employees under the peculiar circumstances of that case.

The relevant provisions of the 1984 National Agreement read in part:

Article 17, Section 3

> 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. (Emphasis added)

Article 31, Section 2

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. (Emphasis added)

DISCUSSION AND FINDINGS

The APWU contends it had a right to the minutes of EI/QWL meetings held jointly by Management and the Mail Handlers at the Philadelphia BMC. It asserts that its representatives are responsible for filing and processing grievances, that they meet this responsibility in part by obtaining from Management "relevant information..." and "necessary" records or other documents, and that the minutes in question contained such "relevant" and "necessary" materials. It urges, accordingly, that Management's refusal to provide such minutes was a violation of Article 17, Section 3 and Article 31, Section 2. It alleges that it had reason to believe the minutes referred to a possible rearrangement of certain dispatch work, a rearrangement which could and later did result in the reassignment of work from APWU employees to Mail Handler employees. It claims that the minutes promised to reveal what was, from its standpoint, an improper intrusion on APWU's work jurisdiction. NALC supports one phase of APWU's position.

The Postal Service completely disagrees with APWU's analysis of the case. It argues, for the following reasons, that Management committed no violation of the National Agreement. First, it says APWU has failed to show that the requested minutes were "necessary" records or contained "relevant information." It stresses that EI/QWL committees do not engage in collective bargaining and cannot "negate or interfere" with the terms of the National Agreement. It maintains that because these committees therefore cannot discuss any subject which could impact APWU contract rights, the minutes could not possibly be "relevant."

Second, the Postal Service urges that only Management actions, not Management thoughts or discussions, can produce a legitimate grievance. It emphasizes that EI/QWL committees can merely recommend, that the APWU could have no grievance until Management acted on such recommendation, that APWU's request for information in September 1986 occurred before any rearrangement of the dispatch function (i.e., before any alleged intrusion on APWU's work jurisdiction), and that the request was hence inappropriate. Third, it maintains that the minutes in question were the joint property of Management and the Mail Handlers, that such minutes could be turned over to APWU only with the consent of both parties on the committee, and that no such joint consent was given. The Mail Handlers support the Postal Service position.

I - The Right to Information

The National Agreement plainly provides APWU with a means of acquiring from Management information it may need in filing or processing grievances. Article 17, Section 3 gives Union representatives the right to "obtain access...to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists..." The Union representative must first "request" such information. Not all "requests" need be granted but Section 3 states that a request "shall not be unreasonably denied." Thus, when a request is made and denied and a grievance is filed protesting the denial, the issue is whether the denial was "unreasonable." The answer to that question is likely to turn on whether the information sought was "necessary..."

Similarly, Article 31, Section 2 gives Union representatives the right to "inspect...all relevant information necessary for...enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance..." The Union representative must first "request" such information and Management then "will furnish" it. Management may of course refuse to furnish information if it is not "relevant" or if it has nothing to do with "enforcement, administration or interpretation" of the Agreement. These latter words relate in large part to the Union's responsibility with respect to the filing and processing of grievances.

Article 31, Section 2 has been the subject of two national level arbitration awards. The first, Case No. H4N-NA-C 17, by Arbitrator Bernstein is dated August 1988. There, NALC had requested individual employee data which it alleged was "necessary for both collective bargaining and contract

administration." Its request sought a list of city carriers by name and by sex, date of birth (i.e., age), minority code, handicap code, and veteran's preference code. It insisted that this information was needed on an "ongoing" basis and asked that it be furnished "quarterly." The Postal Service rejected the request and NALC grieved.

The arbitrator denied the grievance. He explained that Article 31, Section 2 of the 1981 National Agreement required Management to furnish "on a regular, ongoing basis" nothing more than the following employee information: "name, full address, and social security number; craft designation; health benefits enrollment code number; post office name, finance number and class." He held that NALC was asking for further data "on a regular ongoing basis" and was therefore improperly "attempt[ing] to expand the scope of..." Article 31, Section 2 through arbitration. His ruling stressed that NALC had couched its request in an inappropriate manner, that it had sought information it could not have "on a regular, ongoing basis." But the arbitrator went on to say, by way of dicta, that if NALC requested this same information "on an infrequent basis", its request would have been justified and Management would have had to provide such information.

The second award, Case No. H7N-NA-C 34, by Arbitrator Mittenthal is dated November 1989. There, several months after the Bernstein award, NALC had requested the same data Bernstein had said it was entitled to on an "infrequent" or "occasional" basis. It sought certain additional information as well. I held, following the principles expressed in the Bernstein award, that NALC was entitled to all such information other than the individual minority code.

What is significant in this case was the Postal Service argument that NALC failed to show that the information requested was "relevant or necessary for collective bargaining and/or contract administration" My decision noted that NALC had explained in Step 4 that this information was to be used for "telephone surveys" of its members. Those surveys, according to the Bernstein award, were to be conducted among "specific subgroups of the bargaining unit - women, blacks, veterans, etc. - to ascertain their particularized needs and desires so that they can properly be represented in the Union's bargaining proposals." On the basis of NALC's claim that such information was "necessary" for collective bargaining, Bernstein had held and I expressly agreed:

> ...This is a sufficient showing to comply with the [Article 31, Section 2] mandate that the data sought must be "relevant information necessary for

collective bargaining."

> ...[T]he arbitrator [cannot be made] the judge of the Union's bargaining needs. The decision as to what data is needed to prepare the Union's bargaining proposals is one that only the Union can make. If it asserts that it needs this data for that purpose, and there is no reason to conclude that the assertion is not truthful, that is enough to satisfy the mandate of [Article 31, Section 2]...

These findings should be kept in mind in evaluating the "relevancy" arguments made in the instant case.

II - Relevancy of Requested Information

The parties disagree as to whether the minutes APWU requested were "relevant" or "necessary" within the meaning of Articles 17 and 31. APWU says these minutes were "relevant" and "necessary." The Postal Service says they were not.

To place this disagreement in sharper focus, certain facts bear repeating. An APWU representative was informally advised that Management and the Mail Handlers, at their EI/QWL meetings, had discussed the rearrangement of a dispatch function in the BMC and perhaps a reassignment of work which might result from such a rearrangement. APWU believed that such discussions may have impinged on its work jurisdiction in violation of the National Agreement. It hence asked for the minutes of these meetings. Management refused to provide this information. APWU grieved. The Postal Service does not deny that such discussions took place at EI/QWL meetings. It claims, however, that the minutes of these meetings would not be "relevant" or "necessary." Neither APWU nor the arbitrator has seen the minutes in question.

Perhaps the minutes contained nothing which could arguably be the basis for the filing of a grievance. In that event, APWU's request would not be "relevant." But perhaps the minutes did contain material which could arguably support the filing of a grievance. Suppose, for instance, that EI/QWL discussions went beyond their permissible limits and suggested some kind of bargain over work jurisdiction.[2] APWU could then understandably believe that a violation of Article 1 or some other provision of the National Agreement may have occurred. In that event, its request would be "relevant."

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[2] This is pure supposition and should not be read to suggest what actually happened at any EI/QWL meeting.

APWU was plainly at a disadvantage in this situation. Because it had not seen the minutes, because it had not been informed as to precisely what the minutes said, APWU was confronted by special difficulties in establishing the "relevancy" of its request. However, APWU had good reason to believe that EI/QWL discussions between Management and the Mail Handlers involved a possible new work flow through the BMC. It knew that such a change might well have an adverse impact on APWU's work jurisdiction. It knew too that work jurisdiction issues are grievable under the National Agreement. Given these circumstances, where APWU asserts it needs EI/QWL minutes for purposes of contract administration and there is no reason to conclude this assertion is not truthful, that is enough to demonstrate "relevancy." APWU has a right under Article 17 to "review...records necessary for ...determining if a grievance exists..."; APWU has a right under Article 31 to "relevant information...necessary to determine whether to file a grievance..."

No doubt some type of investigation precedes the submission of a grievance. Information is developed and a decision is made by APWU as to whether or not a grievance is warranted. If there seems to be no merit in a particular complaint, presumably no grievance would be filed. It is for the APWU alone to "determin[e]...if a grievance exists...", to "determine whether to file...a grievance..." If the information it seeks has any "relevancy" to that determination, however slight, its request for this information should be granted. Assume for the moment that the EI/QWL minutes were not "relevant" to the work jurisdiction grievance filed five weeks after APWU initially requested these minutes. That assumption cannot control the disposition of the present case. Whether a piece of information is "relevant" to the merits of a given claim is one thing; whether such information is "relevant" to APWU's determination to pursue (or not pursue) that claim through the filing of a grievance is quite another. The latter question allows "relevancy" a far broader reach and should have permitted the APWU, for the reasons already expressed, to receive the appropriate EI/QWL minutes. The Postal Service view that APWU's request for these minutes was a mere "fishing expedition" is not persuasive.

III - Other Postal Service Defenses

The Postal Service emphasizes that APWU requested the minutes in September 1986 and that any EI/QWL meetings preceding this request would have involved mere discussions, maybe recommendations, but certainly no Management action. It

contends that there could be no legitimate grievance until Management acted, until Management actually rearranged the dispatch function and perhaps reassigned work. It believes that APWU's request for the minutes therefore could not have been "relevant" and was properly denied.

This argument has in part already been answered. Surely, the restrictions on permissible subject matter for EI/QWL groups could be ignored in a given meeting and work jurisdiction could become a matter of group discussion and perhaps even tacit agreement. That may not be what happened. But the only way APWU could discover what was actually said in these meetings was to examine the minutes. Management refused to allow APWU to do so. It thus prevented APWU from making an informed and measured "determin[ation]" as to whether "a grievance exists" or whether "to file...a grievance." That was improper under Articles 17 and 31.

Even if Management was correct in rejecting APWU's request in September 1986, the fact is that a grievance was filed on October 24, 1986, protesting an alleged incursion on APWU's work jurisdiction. The APWU request for the minutes was still pending as of October 24.[3] By then, however, Management had rearranged the dispatch function and perhaps reassigned work. Management had acted but nevertheless continued to refuse APWU's request for the minutes. What the minutes contained I do not know. They could possibly have revealed the kind of considerations which prompted the reassignment of the dispatch function; they could possibly have revealed some conflict between what Management told the Mail Handlers and what Management later told APWU in processing the work jurisdiction grievance; and so on. They could very well have proven "relevant" to APWU's case on the merits. APWU had a right under Article 17 to "review... records necessary for processing a grievance..."; APWU had a right under Article 31 to "relevant information...necessary to determine whether...to continue the processing of a grievance ..." These rights were simply not honored.

The Postal Service alleges further that APWU's request was for "all" the minutes of "all" EI/QWL meetings of Management and the Mail Handlers at the BMC. It maintains that this request was too broad, too unfocused, and that hence its denial was not unreasonable.

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[3] Management did not formally reject APWU's request until it issued its Step 2 answer to the present grievance on November 20, 1986.

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. Surely, the Management and APWU representatives should have known by Step 2 - and most likely did - that APWU's request concerned information relating to the work jurisdiction grievance which had been filed in late October 1986, several weeks earlier.

The Postal Service asserts finally that the minutes were the joint property of Management and the Mail Handlers. It says these minutes cannot be released to APWU, or anyone else, without the consent of the parties to this particular EI/QWL arrangement. It stresses that such mutual consent had not been given.

This argument is not convincing. APWU has a right to obtain from Management information which satisfies the "relevancy" or "necessary" test in Articles 17 and 31. As explained in Part II, its request for the minutes in this case did satisfy these tests. Nothing in either article suggests that the parties meant to exclude EI/QWL minutes from the "documents, files and other records" which are subject to the discovery procedure. True, Article 17, Section 3 states that "requests shall not be unreasonably denied" and thus infers that a request can properly be denied for good reason. It may be that some matters discussed at EI/QWL meetings are so confidential or personal that Management would have good reason to deny disclosure. But I am not convinced, on the evidence before me, that an administrative decision not to release any minutes without the joint consent of Management and the Mail Handlers constituted good reason for refusing APWU's request. The minutes sought by APWU were potentially "relevant" and "necessary" to the work jurisdiction issue raised by APWU and should therefore have been provided.

IV - Summary

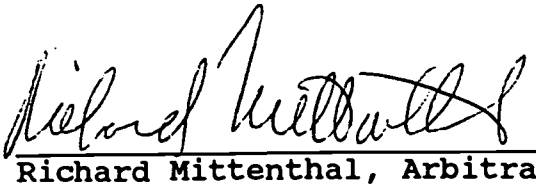
My ruling must be that the Postal Service violated Articles 17 and 31 by refusing to grant APWU's request for EI/QWL minutes, specifically, those portions of the minutes which related in any way to the rearrangement of the dispatch function and the possible reassignment of work due to such

rearrangement. The denial of this request was not reasonable.

As for the remedy, Management must now provide APWU with the information it sought. Of course this disclosure will occur far too late. Arbitrator Condon has already decided the merits of the work jurisdiction grievance in favor of the Postal Service. Should the information revealed in the minutes suggest that the Condon award was in error, should such information suggest that Condon may have ruled differently had he been privy to these minutes, APWU should be free to bring the grievance back to regional arbitration. Condon could then reconsider the matter and determine whether he would have decided the merits of the dispute differently had he possessed this additional piece of information.

AWARD

The Postal Service violated APWU's rights under Article 17, Section 3 and Article 31, Section 2. The remedy for this violation is provided in the foregoing opinion.



Richard Mittenthal, Arbitrator