

## REGULAR ARBITRATION PANEL

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 In the Matter of the Arbitration

Grievant: Lewis, D

between

Post Office: Lake Charles, LA

United States Postal Service

USPS Case No.: G11N-4G-C 14078302  
DS91401092014

and

NALC DRT No.: 08-308312

National Association of Letter  
Carriers, AFL-CIO**RECEIVED**

BEFORE:

Louise B. Wolitz, Arbitrator

OCT 21 2014

For the U.S. Postal Service: Nina A. Moreau-Wagner

For the NALC: Corey Walton

Place of Hearing: 5000 Lake St., Lake Charles, LA

Date of Hearing: August 6, 2014

Date of Award: October 3, 2014 (extension granted by parties)

VICE PRESIDENT'S  
OFFICE  
NALC HEADQUARTERS**AWARD SUMMARY:**

We find that management violated Article 12 of the National Agreement when it denied City Carrier Darrick Lewis his request to transfer from Lake Charles to Deridder, La.. We further find that management violated Article 17 and 31 of the National Agreement when it failed to provide ANY information requested by the Union. In remedy, we determine that:

1. The Postal Service in Lake Charles, La. must cease and desist from violating Articles 12, 17 and 31 of the National Agreement.
2. Grievant Darrick Lewis be made whole by instituting his transfer to the Deridder Post Office from Lake Charles into the position that he would have had if the transfer had been approved on January 7, 2014. The transfer must be effectuated within 90 days of the date of this award.
3. We deny the request for a payment of \$35 a day because the Union did not fully explain the harm to Mr. Lewis that this would remedy nor the reason it arrived at this sum. Nowhere in the record did the Union specify the position in Deridder to which Mr. Lewis desired to transfer. Mr. Lewis has been fully employed as a City Carrier in Lake Charles during this period and suffered no documented loss of pay by the denial of the transfer.

*Louise B. Wolitz, Arbitrator*  
 Louise B. Wolitz, Arbitrator 10/9/2014

**RELEVANT PROVISIONS:**

***National Agreement between the National Association of Letter Carriers & the United States Postal Service, 2011 - 2016***

**JCAM**

***12-40: The denial of a transfer request is a grievable matter. When the denial of a transfer request is grieved, the disputed decision is by the Postmaster of another installation. Nevertheless, any grievances concerning the denial of a transfer request must be filed with the aggrieved employee's immediate supervisor as required by Article 15.2. Arbitrators from one region have the authority to order postmasters in another region to accept a transfer request.***

....

**MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE JOINT BARGAINING COMMITTEE  
 (American Postal Workers Union, AFL-CIO,  
 National Association of Letter Carriers, AFL-CIO)**

**Re: Transfers**

***The parties agree that the following procedures will be followed when career Postal Employees request reassignment from Postal installations in one geographical area of the country to Postal installations in another geographic area. Local reassignments (reassignments within the same MSC, Division, or to adjacent MSC's or Divisions) are covered by the provisions of Section 2 of this memorandum.***

**JCAM 12.41 - 12.42**

***The terms MSC and Divisions are obsolete. Wherever these terms appear in this memorandum, they should be understood as referring to Postal Service districts. Thus, reassignments to the same district or to adjacent districts are now considered "local" transfers and covered by Section 2 of the memorandum.***

....

**Transfer Memo 1**

**Section 1. Reassignments (Transfers) to other geographical areas.**

- A. *Installation heads may continue to fill authorized vacancies first through promotion, internal reassignment and change to lower level, transfer from other agencies, reinstatements, etc. consistent with existing regulations and applicable provisions of the National Agreement.*
- B. *Installation heads will afford full consideration to all reassignment requests from employees in other geographical areas within the Postal Service. The requests will be considered in the order received consistent with the vacancies being filled and type of positions requested. Such requests from qualified employees, consistent with the provisions of this memorandum, will not be unreasonably denied. Local economic and unemployment conditions, as well as EEO factors, are valid concerns. When hiring from entrance registers is justified based on these local conditions, an attempt should be made to fill vacancies from both sources....*
- C. *MSC's will maintain a record of the requests for reassignment received in the offices within their area of responsibility. This record may be reviewed by the Union on an annual basis upon request....*
- D. *Managers will give full consideration to the work, attendance, and safety records of all employees who are considered for reassignment. An employee must have an acceptable work, attendance, and safety record and meet the minimum qualifications for all positions to which they request reassignment. Both the gaining and losing installation head must be fair in their evaluations. Evaluations must be valid and to the point, with unsatisfactory work records accurately documented. An employee must have at least one-year of service in their present installation prior to requesting reassignment to another installation. Employees reassigned to installations under the provisions of this memorandum must remain in the new installation for a period of one year, unless released by the installation head earlier, before being eligible to be considered for reassignment again, except in the case of an employee who requests to return to the installation where he/she previously worked. ...*

....

**Section 2. Local Reassignments (Transfers)**

- A. *For local reassignment(s), managers will give full consideration to the work, attendance, and safety records of all employees who are considered for reassignment. An employee must have an acceptable work, attendance, and safety record and meet the minimum qualifications for all positions to which*

*he/she requests reassignment. Both the gaining and losing installation head must be fair in their evaluations. Evaluations must be valid and to the point, with unsatisfactory work records accurately documented. An employee must have at least eighteen months of service in his/her present installation prior to requesting reassignment to another installation. Employees reassigned to installations under the provisions of this paragraph must remain in the new installation for a period of eighteen months (unless released by the installation head earlier) before being eligible to be considered for reassignment again, except in the case of an employee who requests to return to the installation where he/she previously worked.*

....

### **JCAM 12-41- 12.42**

*In evaluating transfer requests managers will give full consideration to the work, attendance, and safety records of all employees who are considered for reassignment. However, local managers may not add additional criteria for accepting transfer requests. For example, a policy of only accepting transfer requests from within the district would be a violation of the memorandum.*

*Evaluations must be fair, valid and to the point, with unsatisfactory work records accurately documented. They must be based upon an examination of the totality of an employee's individual work record. Evaluations based on the application of arbitrary standards such as a defined minimum sick leave balance do not meet this standard.*

....

## **ARTICLE 17**

### **REPRESENTATION**

....

#### **Section 3. Rights of Stewards**

....

*The steward, chief steward or other Union representative properly certified in accordance with Section 2 above may request and shall obtain access through the appropriate supervisor to review the documents, files, and other records necessary for processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.*

....

**JCAM 17.4 – 17.5**

*Steward rights. Article 17.3 & 17.4 establish several steward rights:*

*The right to investigate and adjust grievances and problems that may become grievances;*

*The right to paid time to conduct those activities;*

*The right to obtain management information;*

....

*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:*

....

*Review relevant documents (Step 4, H4N-3W-C 27743, May 1, 1987, MOU-00837)*

*Review an employee's Official Personnel Folder when relevant (Step 4, NC-E 2263, August 18, 19767, M-00104);*

....

**ARTICLE 31****UNION-MANAGEMENT COOPERATION**

....

**Section 3. Information**

*The Employer will make available for inspection by the Union 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.*

**JCAM 31-2****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**
- ....
- **reports and studies**

....

**THE HEARING:**

The hearing on this matter took place at 5000 Lake St., Lake Charles, LA on August 6, 2014. Each party had a full opportunity to present its evidence, witnesses and argument and to cross examine each other's witnesses. All witnesses were sequestered and sworn. The Union called witnesses Darrick Lewis, Grievant; and A.J. Breaux, Union Branch President. The Postal Service called witness Joelle Toerner, Acting Postmaster in Deridder, LA. The parties presented the moving papers, Jt. X 2, and their arbitration citations and did oral closings. The arbitrator has studied the evidence in the moving papers, her notes on the testimony at the hearing, the opening and closing statements of the parties, and the arbitration citations provided by the parties.

**THE ISSUE:**

The issues before the arbitrator are:

- 1) Did the Postal Service violate Article 12 of the National Agreement when it denied City Carrier Darrick Lewis his transfer? If so, then what is the appropriate remedy?
- 2) Did Management violate Article 17 and 31 of the National Agreement when it failed to provide ANY information requested by the Union? If so, then what is the proper remedy?

The Union withdrew a third issue considered by the B Team: Did Management violate Article 15 of the National Agreement when it failed to abide by prior Cease and Desist of Article 17 and 31? If so, then what is the proper remedy? We shall not consider this withdrawn issue.

**BACKGROUND:**

Letter Carrier Darrick Lewis has worked for the Postal Service for 6 years and eleven months. He testified that he wants to transfer to Deridder, LA. from Lake Charles, LA. to be closer to home. His wife wants to move to Deridder. On cross examination, Mr. Lewis said that he lives in Oberlin, LA., which is 30 minutes from Deridder on a state road. Oberlin is 55 minutes from Lake Charles on the interstate.

On January 9, 2014, Mr. Lewis received a letter from Celestine Jackson, US Postal Service Transition Coordinator, dated January 7, 2014, denying the transfer. The letter said (Jt. X 2, p.22):

Your request to reassign to the Louisiana District has been reviewed by the Selecting Official.

The Postal Service determines approval of reassignment requests on work, attendance, and safety records. Due to your unacceptable Safety Record and Attendance Record, your request for reassignment for the following choice(s) has been denied:

**DE RIDDER(LA) POST OFC-INSHD, CITY CARRIER CRAFT**

We would like to thank you for having expressed a desire to reassign to the Louisiana District and regret that a more favorable decision could not be granted.

If you have additional choice(s) within this request that have not been closed or withdrawn, they will continue to be considered in date order as vacancies arise.

**POSITION OF THE UNION:**

The Union filed a grievance on behalf of Mr. Lewis. The Union cited Article 12, Section 2, Local Reassignments (Transfers), see above, and asks *if the Postal Service determines approval of reassignments on work, attendance and safety records, if this is true than why was Darrick Lewis denied his transfer. When no correspondence including emails where exchanged between the gaining and losing installations, there was no documentation exchanged between the gaining and losing installations. The Union maintains that since the Grievant has never been discipline for either poor attendance and or on the job injuries that his record must be acceptable to the USPS.*

*The Union maintains that at Formal A management has failed to show where the Grievant attendance or work record is unacceptable. (Jt. X 2, pp. 19-20)*

*The Union cites a Memorandum to Area Managers (Jt. X 2, p.23) dated August 27, 1993 (M-01223) that says: When an employee requests a transfer, the responsible official at the gaining installation needs to look at the qualifications of the "whole" individual. By this we mean that we need to determine whether the individual possesses the necessary job experiences and other qualification to fill the needs of the vacancy. We would also strongly suggest that where there are one or two questions with regard to the viability of the employee for the position, i.e., such as low sick leave balance, that it is incumbent upon responsible management to obtain additional information into that situation. For example, if a low sick leave balance is indeed a concern then inquiry should be made as to the pattern of use and determine at that point whether there is a possible attendance problem.*

*The Union further argues that (Jt. X 2, p. 20) Article 12 of the National Agreement is controlling in this case. The Union argues that clearly management was in violation of Article 12 which requires that evaluations must be valid and to the point with unsatisfactory work records accurately documented that was not done in this case. The Union argues that the denial of the transfer was arbitrary and capricious because the Postal Service relied on no documentation and or evaluations, etc. The Postal Service failed to meet the requirements and or fully consider the facts and circumstances surrounding the Grievant's attendance and safety record.*

*The Union further cites its January 15, 2014 Request for Information (Jt. X 2, p. 24) in which it requests a copy of all correspondence including emails pertaining to the E-Reassign request for Darrick Lewis from Lake Charles, La. to Deridder, La; a copy of all documentation sent pertaining to the E-Reassign request; a copy of any discipline on file for City Carrier Darrick Lewis; a copy of any evaluations performed by management in Lake Charles, La. pertaining to the E-Reassign request. The Union received no copies of any correspondence including emails pertaining to the E-Reassign request. The Union received no copies of any documentation sent pertaining to the E-Reassign request. In response to the request for any discipline on file for City Carrier Lewis, management provided the Union with an Investigative Interview dated 8/17/13 concerning D. Lewis going over 2.18 on his route. There is no discipline on file for Darrick Lewis. In response to the request for any evaluations performed by management in Lake Charles pertaining to the E-Reassign request, the Union received no evaluations done by G. Laneaux, Station Manager, K. Evans, Delivery Supervisor, or R. Schexnayder, Delivery Supervisor. (Jt. X 2, p. 17). This underlies the Union's allegation that management violated Articles 17 and 31 of the National Agreement when it failed to provide any information requested by the Union.*

*Union President A.J. Breaux testified that he has worked for the Postal Service for 17 years and is Branch President. He testified that he did not receive the information that he asked for above in the Request fort Information. He testified*



that what was given to him at the Formal A by management was an Investigative Interview dated August 17, 2013 with Darrick Lewis about being 2:18 minutes over and running his route out of order without permission. (Jt. X 2, pp. 28 -31). There was no discipline issued. This had to do with overtime, not with attendance and safety regulations. Mr. Lewis has no discipline regarding attendance and no discipline for unsafe acts. President Breaux said that he asked the Postal Service for the evaluations of Mr. Lewis, but no evaluations were given to him. He received no information or documents in answer to his Request for Information. He turned the request into delivery supervisor R. Schexnayder in Lake Charles.

The Union requests as a remedy: 1) that City Carrier Darrick Lewis be granted a transfer to Deridder, La.; 2) that City Carrier Darrick Lewis be paid \$35 per calendar day till reporting for assignment as a City Carrier in Deridder, La or whatever the Step B Team and/or arbitrator deems appropriate; 3) that management be issued a Cease and Desist order from violating Article 12 of the National Agreement.

On cross examination, Mr. Breaux said that he is familiar with E-Reassign. The request was put in with all the information requested. The employee usually gets an email. If there was a verbal evaluation, that should have been given to the Union in writing. He received the Absence Analysis for 2013 and 2014 (Jt. X 2, pp. 46 - 49) at the Formal A. That is the only thing that was given to him. Mr. Breaux said that he is 100% sure that Mr. Lewis had no unsafe acts, because he knows everybody who has been disciplined for unsafe work records at all of his stations.

On redirect examination, Mr. Breaux testified that Mr. Lewis has no discipline for unsafe acts. The 3972's were never reviewed and signed and there are no comments, signatures or dates on any of them.

In its Closing Statement, the Union said that the Postmaster said that she got the safety records off email. The Union asked for these records and did not receive any. Mr. Lewis had only one vehicle accident, seven years ago, which knocked a mirror off a vehicle. Postmaster Toerner is seeking perfection in attendance. One or two sick days is not the standard. Mr. Lewis' record shows that he has been at work 96% of his scheduled days. Even Postmaster Toerner said that is not unacceptable. She said nothing to give the Union a reason why the transfer should be denied. She had an obligation of documentation. The Union needs to know why she said that he has unacceptable attendance and safety records. Articles 17 and 31 were violated. The Union needs to have the information in its information requests to prove its burden. The desired information was stated clearly in the Union's Request for Information. The information requested was not given. There is no discipline in Mr. Lewis' file for safety or attendance, so how can his safety and attendance be unacceptable? He asked for the records. Where are they? The only information the Union received was a 3972 and an Investigative Interview on overtime that did not lead to discipline. The Union could not defend Mr. Lewis without knowing what the Postal Service relied on. The Union has no idea what accidents Postmaster Toerner is talking about. The Union properly filed the grievance under the contract with the

employee's immediate supervisor in Lake Charles. The JCAM on pages 12-40 states: *The denial of a transfer request is a grievable matter. When the denial of a transfer request is grieved, the disputed decision is by the Postmaster of another installation. Nevertheless, any grievances concerning the denial of a transfer request must be filed with the aggrieved employee's immediate supervisor as required by Article 15.2. Arbitrators from one region have the authority to order postmasters in another region to accept a transfer request. (Jt. X 2, p. 3).* The obligation to exchange information between the gaining and losing installations is that of the Postal Service, not the Union.

The Union quotes from a decision by Arbitrator Kathy L. Eisenmenger, H 98N-4H-C 00084826 dated June 19, 2003 (jt. X 2, p. 9-10). Arbitrator Eisenmenger says:

*The above-cited provisions of the National Agreement and the incorporated 1987 MOU contain the standard by which Postal Service managers are to evaluate an employee's request for a transfer. As such, managers are limited in their discretion when considering a transfer request. The contractual obligation requires a "full consideration" based on three specific factors: work, attendance and safety. By the use of the terms "full consideration" and the overall tenor of the contractual provisions, the decision to grant or deny the request must be reasonable and based on objective reasons. Thus, the standard of review is higher than a mere avoidance of abuse of discretion or arbitrary and capricious action. Furthermore, the National Agreement requires that an employee have "acceptable" work, attendance and safety records. By the use of the term "acceptable", the National Agreement prohibits a manager from instituting a higher standard than what would constitute an acceptable record for a reasonable employee. For example, a locally-established set of criteria of a perfect record or even an exemplary record would violate the contractually mandated standard of an objective reasonable standard of what constitutes acceptable work, acceptable attendance or acceptable safety records. The word "acceptable" is synonymous with satisfactory and adequate. Therefore, it would be contrary to the express terms of the National Agreement to impose a standard higher than acceptable (meaning satisfactory or adequate) on employees when requesting a transfer to another geographic area. Lastly, all three factors of work, attendance and safety are to be considered in tandem, not merely individually. The terms "full consideration" require a "whole person" approach when evaluating an employee's transfer request. One single factor cannot be given a halo affect unless the negative impact of that one factor seriously outweighed the other two.*

The Union argues that this grievance should be sustained in its entirety. The arbitrator should grant the transfer and pay Mr. Lewis \$35 a day until he reports for assignment as a City Carrier in Deridder, La. . Furthermore, the arbitrator should issue a cease and desist order to the Postal Service from violating Articles 12, 17 and 31 of the National Agreement.

**POSITION OF THE POSTAL SERVICE:**

The Postal Service argues in its Opening Statement that the Union has the burden of proof in this case. We know that Mr. Lewis put in for a transfer. We don't have the date. On January 7, 2014, the Transitions Coordinator, which is a new position in the Postal Service, denied the transfer based on an unacceptable safety record and attendance. Those are relevant criteria under Article 12. The contract does not say what *accurately documented* means. *(An employee must have an acceptable work, attendance, and safety record and meet the minimum qualifications for all positions to which they request reassignment. Both the gaining and losing installation head must be fair in their evaluations. Evaluations must be valid and to the point, with unsatisfactory work records accurately documented.)* The Postal Service argues that the supervisor did follow the guidelines of Article 12. The information was relayed to the District Office. Celestine Jackson prepared the denial letter. The Postal Service has met the requirements of Article 12. The Union has not shown any harm, so the Postal Service objects to the remedy of \$35 a day asked for by the Union.

As to Articles 17 and 31, the Postal Service argues that the information requested was vague. The Union asked for everything. The Postal Service cannot give information to the Union that they do not have. The Postal Service did not have the information to give to the Union.

The Postal Service's witness was Joelle Toerner, Acting Postmaster in Deridder, La. Postmaster Toerner testified that she was Acting Postmaster in Deridder at the time of this grievance. She has been in Deridder for four years. She knows the grievant. She helped to train him in Lake Charles, where she was a supervisor of customer service. She is the person that denied his transfer. She considered his attendance and his safety record. She asked about his work in Lake Charles. She talked to Rob Schexnayder. She checked his attendance and his 3972's. In 2011, he had only two absences. In 2012, he had 2 or 3 absences. Then he got injured. In 2013, he had 9 absences, 6 of which were unscheduled absences on Saturday. He told her that he can do better than this. She requested his safety record from Celestine Jackson from 2008 - 2013. He had five accidents between 2008 and 2013. Postmaster Toerner said that this was it for her. She had to fill out an evaluation form for Celestine Jackson on the computer. She had verbal conversations with Darrick Lewis and A.J. Breaux about why she was not going to accept him. She discussed his safety and attendance with A.J. Breaux.

On cross examination, Postmaster Toerner said that she talked to A. J. Breaux and Darrick Lewis before she denied the transfer. She told them that she was going to deny him after she had made the decision. She told them why: attendance and safety. She called A. J. Breaux and asked him why the Union was filing a grievance. She was looking for someone who was not going to be calling in consistently. Her carriers call in once or twice a year. When the Union pointed out that the 3972's on

pages 46 – 49 show that in 13 months, Mr. Lewis was at work 96% of the time, Postmaster Toerner said that 96% would not be unacceptable. She said that she looked at 2011 – 2013. Mr. Schexnayder said that he had spoken with him. No formal discipline was issued for attendance. Postmaster Toerner said that Mr. Lewis had no letters for any accident. She said that she got the safety records from Safety. They came through email. No one from the Union requested anything. The position was filled by a CCA who was converted to regular after a year. She is now a T-6.

On redirect examination, Postmaster Toerner said that she looked at unscheduled absences, Emergency Annual Leave and unscheduled Sick Leave. She did not count Sick Leave for dependent care or overtime. She did not feel that 9 absences in a year was a decent attendance record when her carriers have one or two.

The Postal Service's Formal A representative, Robert Schexnayder, was not available to testify.

In its Closing Statement, the Postal Service argued that Article 12 was given full consideration here. The Acting Postmaster was familiar with Mr. Lewis and looked at what she was supposed to. She considered his work ethic, attendance and safety. His 3972 showed that he was calling in sick in conjunction with scheduled days off and scheduled Annual Leave. She did not consider Sick Leave for dependent care. He has 9 unscheduled absences in a year. An employee is not coming to work when he calls in sick in conjunction with scheduled days off and holidays. His safety record showed one vehicle accident. The contract does not say what kind of accidents may be considered. He had accidents every year. They could be vehicle or industrial. He was not an appropriate employee for Deridder. He can reapply if he cleans up his record in a year. It is true that there is no discipline on his record, but this is not a criteria. Attendance means coming to work. Discipline is also not a criteria. The Postal Service did not violate Article 12. The Union has not borne its burden to prove that the Postal Service did violate Article 12.

In the Union's Request for Information, they asked for copies of all correspondence and emails. Postmaster Toerner testified that she had verbal conversations. There is no documentation in the Lake Charles Post Office. There is no discipline. Discipline is not a factor in a transfer. There is no evaluation of performance by management in Lake Charles. The request should have been for Deridder evaluations. The Postal Service did not violate Articles 17 and 31.

The Union has not supported its request for \$35 a day. The Postal Service did not know in the grievance file that Mr. Lewis was applying for a T-6 position. For a monetary remedy to be appropriate, a harm has to take place. Mr. Lewis never skipped a beat in Lake Charles. \$35 a day would be improper. Management has not violated Article 12. Postmaster Toerner followed the criteria. Mr. Lewis received a letter from the District Office letting him know that he was denied.

**DISCUSSION:**

Based on the record before us here, we make the following findings:

1. This grievance was filed on January 22, 2014, within fourteen (14) days of the incident date, January 9, 2014, when Mr. Lewis received the notice denying his transfer. There is a note under Date Discussed with Supervisor, *refused to meet*, and a date, 1-22-2014. After the incident date and before the grievance was filed, on January 15, 2014, the Union filed a Request for Information and gave it to Supervisor Robert Schexnayder. The Request was signed by Supervisor Schexnayder and dated January 16, 2014. So the Union properly filed the grievance and the Request for Information at the Lake Charles Station where Mr. Lewis was employed, with his first line supervisor, as required by both Article 12 and Article 15. At that time, management at the Lake Charles station had the responsibility to provide the information requested: all correspondence, including emails pertaining to the E-Reassign request; all documentation sent pertaining to the E-Reassign request; any discipline on file for City Carrier Darrick Lewis; any evaluations performed by management in Lake Charles, La. pertaining to the E-Reassign request from Lake Charles, La. to Deridder, La. In short, the Postal Service was asked to explain and provide documentation for its denial. It provided nothing. If there was oral communication, that should have been explained and summarized. If records were consulted on absenteeism and safety, as Postmaster Toerner testified she did, they should have been provided. It was the responsibility of management in Lake Charles to obtain that information from Deridder and the responsibility of management in Deridder to document the basis for its denial decision to management in Lake Charles, to pass on to the Union. Under Article 12, it is clearly the responsibility of Postal management to document the basis for its decision for the Union, reinforced by the provisions of Articles 17 and 31. In her testimony, Postmaster Toerner claimed there were bases for her decision in attendance records and accident records provided by Safety, but she did not share those records with the Union, except for a 3972. We have no documentation that Lake Charles management ever sought from Deridder the basis for the denial decision, as it was their responsibility to do. It was also the responsibility of Lake Charles management to share this information with the Union to abide by Article 12 and to allow the Union to represent its Grievant. It is disingenuous for the Postal Service to claim at Step B and at this hearing that the Union never asked for the information when the Union submitted a clear Request for Information. Therefore, we must find that the Postal Service violated its responsibilities under Article 12, Article 17 and Article 31.
2. The Postal Service clearly violated Article 12's requirement to *give full consideration to the work, attendance, and safety records of all*

*employees who are considered for reassignment. It did not give full consideration to Mr. Lewis' discipline free record and years of satisfactory service. It did not do a fair evaluation. It did not meet the requirement that evaluations must be valid and to the point, with unsatisfactory work records accurately documented. We have no documentation of any unsatisfactory work record. In fact, we have no documentation in the record at all, as discussed above. We also have no evaluations in the record.*

3. The Postal Service also clearly violated the JCAM caution that *local managers may not add additional criteria for accepting transfer requests*. Postmaster Toerner clearly testified that she considered acceptable only one or two absences a year, which she said was the standard set by existing employees in Deridder. This is clearly an *additional criteria* for accepting transfer requests that violates the admonition not to add any. The JCAM also clearly says that *evaluations based on the application of arbitrary standards such as a defined minimum sick leave balance do not meet this standard*. Furthermore, we agree with Arbitrator Eisenmenger's (H98N-4H-C 00084826, June 19, 2003) determination that: *The National Agreement requires that an employee have "acceptable" work, attendance and safety records. By the use of the term "acceptable", the National Agreement prohibits a manager from instituting a higher standard than what would constitute an acceptable record for a reasonable employee. For example, a locally-established set of criteria of a perfect record or even an exemplary record would violate the contractually mandated standard of an objective reasonable standard of what constitutes acceptable work, acceptable attendance or acceptable safety records. The word "acceptable" is synonymous with satisfactory and adequate.*
4. In making her denial, Postmaster Toerner never discussed with Lake Charles management the circumstances of the absences that she considered excessive or the nature of the accidents that she never documented or recorded but used to bolster her denial. We have no evidence of these accidents in the record. Postmaster Toerner never explained why she included in her documentation notes of an Investigative Interview from which no discipline resulted and which was not about attendance or safety.
5. Based on the violations above, we must conclude that there is no evidence in this record to establish that Mr. Lewis had an unsatisfactory work, attendance or safety record. He had no discipline on his record. The determination that his attendance record and safety record were unacceptable, as stated in his denial letter, therefore, is undocumented, arbitrary and capricious and a violation of Article 12 of the National Agreement.

**DECISION AND AWARD:**

**We find that management violated Article 12 of the National Agreement when it denied City Carrier Darrick Lewis his request to transfer from Lake Charles to Deridder, La.. We further find that management violated Article 17 and 31 of the National Agreement when it failed to provide ANY information requested by the Union. In remedy, we determine that:**

- 4. The Postal Service in Lake Charles, La. must cease and desist from violating Articles 12, 17 and 31 of the National Agreement.**
- 5. Grievant Darrick Lewis be made whole by instituting his transfer to the Deridder Post Office from Lake Charles into the position that he would have had if the transfer had been approved on January 7, 2014. The transfer must be effectuated within 90 days of the date of this award.**
- 6. We deny the request for a payment of \$35 a day because the Union did not fully explain the harm to Mr. Lewis that this would remedy nor the reason it arrived at this sum. Nowhere in the record did the Union specify the position in Deridder to which Mr. Lewis desired to transfer. Mr. Lewis has been fully employed as a City Carrier in Lake Charles during this period and suffered no documented loss of pay by the denial of the transfer.**