

FROM A TO ARBITRATION

**EPIISODE 39-FINAL EPISODE OF THE JSOV MANAGEMENT'S POSITION.
THE RANT, THE 300, THE SNITCH AND THE COWARD**



MANAGEMENTS ARGUMENTS TO C-33831

- MANAGEMENT CONTENDED THAT THE ISSUES IN THIS CASE ARE NUMEROUS BUT THE CRUX OF THE CASE AT BAR CONCERNS THE ALLEGED VIOLATION OF THE JOINT STATEMENT ON VIOLENCE AND BEHAVIOR IN THE WORKPLACE AND THE CREATION OF A HOSTILE WORK ENVIRONMENT BY MANAGEMENT, SPECIFICALLY, MANAGER JEREMY HANNERS.
- ACCORDING TO MANAGEMENT THE ISSUES BROUGHT FORTH IN THE INSTANT GRIEVANCE TO NOT RISE TO THE LEVEL OF A JOINT STATEMENT VIOLATION. MANAGEMENT CONTENDED THAT NONE OF THE STATEMENTS PROVIDED BY THE UNION PROVIDE PROOF THAT MANAGEMENT HAS CREATED A HOSTILE WORK ENVIRONMENT OR VIOLATED THE JOINT STATEMENT. ADDITIONALLY, ACCORDING TO MANAGEMENT, MOST OF THE STATEMENTS ARE VAGUE AND GENERIC AND, HONESTLY VIEWED, LEADS THE READER TO BELIEVE THAT MANAGER HANNERS IS SIMPLY DOING HIS JOB BY HOLDING THE EMPLOYEES ACCOUNTABLE FOR DOING THEIRS. THE SERVICE CONTENDED THAT MANAGER HANNERS HAS BEEN IN THE HATTIESBURG OFFICE FOR APPROXIMATELY TWO (2) YEARS AND ARRIVED IN THIS OFFICE WITH A DIFFERENT MANAGEMENT STYLE THAN THE EMPLOYEES WERE USED TO SINCE THE PREVIOUS MANAGEMENT HAD A MORE GENTILE AND HANDS-OFF APPROACH TO EMPLOYEES AND THEIR RESPONSIBILITIES. THE SERVICE ASSERTED THAT MR. HANNERS HAS A MORE BUSINESS-LIKE APPROACH TO POSTAL OPERATIONS AND HOLDS HIS EMPLOYEES ACCOUNTABLE TO ABIDE BY POSTAL REGULATIONS AND POLICIES.

MANAGEMENTS ARGUMENTS TO C-33831

- AT HEARING MR. HANNERS TESTIFIED THAT THE TEAMS THAT CAME INTO THE HATTIESBURG POST OFFICE NEVER TALKED TO HIM DURING THEIR INVESTIGATION. ACCORDING TO MANAGEMENT, THEY BELIEVE THAT THE WITNESSES WERE COACHED TO SAY THERE WILL BE RETALIATION. THE WITNESS FURTHER TESTIFIED THAT HE NEVER YELLED AT AN EMPLOYEE AND HE NEVER CALLED THE POLICE ON AN EMPLOYEE; MR. HANNER AVERRED THAT HE INSTRUCTED HIS SUPERVISOR TO CALL THE POLICE. ACCORDING TO HIS TESTIMONY, MR. HANNERS STATED THAT HE DOESN'T USE ANY FORM OF INTIMIDATION AND NEVER DISRESPECTED ANY EMPLOYEE; HE NOTED THAT HE HAS DONE NOTHING WRONG IN THE NUMEROUS GRIEVANCES FILED AGAINST HIM.

MANAGEMENTS ARGUMENTS TO C-33831

- IT WAS THE POSITION OF MANAGEMENT THAT A REVIEW OF THE EMPLOYEE STATEMENTS INCLUDED IN THE FILE SHOWS THAT THE EMPLOYEES ALLUDE TO MANAGEMENT "MAKING THE NUMBERS", FOLLOWING THEM ON THE STREET, DENYING THEIR LEAVE, AND FORCING THEM TO WORK OVERTIME. MANAGEMENT ARGUED THAT THESE ARE ALL LEGITIMATE, REQUIRED MANAGEMENT FUNCTIONS. IN RESPONSE TO THE UNION CONTENTIONS THAT MANAGEMENT HARASSES, INTIMIDATES AND BULLIES THE EMPLOYEES, MANAGEMENT ARGUED THAT THERE IS NO EVIDENCE IN THE CASE FILE THAT PROVES ANY OF THESE ALLEGATIONS. IN RESPONSE TO THE UNION'S ALLEGATIONS THAT SINCE MR. HANNERS ARRIVED AT HATTIESBURG, THERE HAS BEEN MORE DISCIPLINE ISSUED IN THAT OFFICE, MANAGEMENT ASSERTED THAT MR. HANNERS HAS AN OBLIGATION TO THE SERVICE AND THE EMPLOYEES TO CORRECT ANY MISBEHAVIOR OR MISCONDUCT PER THE EMPLOYEE AND LABOR RELATIONS MANUAL AND THERE COMES A TIME WHEN CORRECTIVE ACTION IS THE ONLY WAY TO ACCOMPLISH THAT. ACCORDING TO MANAGEMENT, THE UNION HAS NOT PROVEN THAT MR. HANNERS HAS SINGLED OUT ONE OR A GROUP OF EMPLOYEES AND READ COLLECTIVELY, THE EMPLOYEE STATEMENTS PROVE THAT MR. HANNERS IS EQUAL ACROSS THE BOARD IN THE TREATMENT OF THE EMPLOYEES IN HATTIESBURG. THE SERVICE CONTENDED THAT THE UNION FAILED TO PROVE THAT MANAGEMENT AT HATTIESBURG IS DOING ANYTHING OTHER THAN THE JOB THAT IS REQUIRED OF THEM.

MANAGEMENTS ARGUMENTS TO C-33831

- MANAGEMENT DISPUTED THE UNION'S CONTENTION THAT THE SERVICE VIOLATED ARTICLE 17 OF THE NATIONAL AGREEMENT BY NOT PROVIDING ALL RELEVANT REQUESTED INFORMATION TIMELY; THEY NOTE THAT THE UNION STATED TIMELY AND NOT THAT MANAGEMENT DID NOT PROVIDE THE REQUESTED INFORMATION. MANAGEMENT CONTENDED THAT THEY COMPLIED WITH THE UNION'S REQUEST IN ACCORDANCE WITH THE NATIONAL AGREEMENT. THE SERVICE FOUND IT WORTHY TO NOTE THAT HATTIESBURG, MS., IS THE HOME OFFICE FOR NALC EXECUTIVE VICE PRESIDENT, BRIAN RENFROE AND WHEN THE EMPLOYEES HERE DON'T LIKE THE PRESENT MANAGERIAL STYLE, THEY CALL MR. RENFROE. MANAGEMENT NOTED THAT MR. RENFROE GETS ONE SIDE OF THE STORY AND THEN THE UNION IS ON A "WITCH HUNT" TO REMOVE MR. HANNERS AND DEMOTE THE SUPERVISORS IN THAT OFFICE SO THAT THEY CAN COME TO WORK EVERYDAY AND DO AS THEY PLEASE. MANAGEMENT ASSERTED THAT THE POSTAL SERVICE IS IN BUSINESS FOR ONE REASON AND ONE REASON ONLY: TRUST. THE AMERICAN PUBLIC TRUSTS THAT THEIR MAIL WILL BE DELIVERED IN A SAFE, EFFICIENT, TIMELY, PROFESSIONAL MANNER. IN ORDER FOR THE SERVICE TO BE SUCCESSFUL IN THIS GREAT RESPONSIBILITY, STANDARDS ARE EXPECTED AND MUST BE ENFORCED WITHIN THE PARAMETERS OF POSTAL POLICIES AND THE COLLECTIVE BARGAINING AGREEMENTS.

MANAGEMENTS ARGUMENTS TO C-33831

- MANAGEMENT ARGUED THAT THE SERVICE TAKES THE JSVB VERY SERIOUSLY; THEY FURTHER ARGUED THAT THERE IS NOTHING IN THE CASE FILE TO PROVE A VIOLATION OF THE JOINT STATEMENT. IN FACT, ACCORDING TO MANAGEMENT, IF MR. HANNERS OR ANY MEMBER OF POSTAL MANAGEMENT, PHYSICALLY OR VERBALLY ASSAULTED AN EMPLOYEE, OR IT WAS PROVEN THAT HE BULLIED, THREATENED, OR INTIMIDATED EMPLOYEES, WE, MORE THAN LIKELY, WOULD NOT BE HERE TODAY SINCE THE POSTAL SERVICE WOULD LIVE UP TO ITS OBLIGATION TO CHANGE THAT BEHAVIOR. MANAGEMENT FURTHER ARGUED THAT NOTHING IN THE CASE FILE ELEVATES TO A VIOLATION OF THE JOINT STATEMENT AND AS SUCH, THE SERVICE REQUESTED AFTER CONSIDERING THE TESTIMONY AND EVIDENCE PRESENTED, THE ARBITRATOR DENY THE GRIEVANCE IN ITS ENTIRETY.

MANAGEMENT'S CONTENTIONS C-35122

- MANAGEMENT CONTENDED THAT THE ISSUES IN THIS CASE ARE NUMEROUS AND INVOLVE AN ALLEGED VIOLATION OF THE JOINT STATEMENT ON VIOLENCE AND BEHAVIOR IN THE WORKPLACE (JSOV). THEY FURTHER CONTENDED THAT THE ALLEGED SUBJECT OF THE CITED INCIDENT FAILED TO TESTIFY AT ARBITRATION, THUS THE UNION'S CASE IS PREDICATED ON THE STATEMENT AND TESTIMONY OF WITNESSES, KESHIA ROBINSON AND TARRUNIE PATTERSON, TO ESTABLISH WHETHER OR NOT POSTMASTER (PM) RAGSDALE VIOLATED THE JSOV.

DISCUSSION: WHY DO WE CONTEND THINGS

- KESHIA ROBINSON AND TARRUNIE PATTERSON WERE WITNESSES TO THE TREATMENT OF THIS CCA BY HER MANAGER WHO WAS BERATING HER, BELITTLING HER, AND YELLING, FINGER IN HER FACE, THINGS LIKE WHY WASN'T SHE DELIVERING TO THE NDCBU BUT INSTEAD DELIVERING INSIDE TO THE BUSINESSES. THE CCA WAS CRYING AND THEY CAME OUT OF THEIR OFFICES AND STEPPED BETWEEN THE CCA AND THE MANAGER STATING THAT THIS WAS NOT PROPER BEHAVIOR
- MANAGEMENT HAS TAKEN THE TWO WITNESSES OUT OF PLAY BY STATING THAT THEY ARE NOT WORTHY OF DETERMINING WHAT JSOV IS
- MANAGEMENT ALSO IS TRYING TO BELITTLE THE SUBJECT OF THE CITED INCIDENT BECAUSE THEY DID NOT TESTIFY, TRYING TO TAKE OUT THEIR CREDIBILITY AND PLACING DOUBT WHERE THERE ARE FACTS

MANAGEMENT'S CONTENTIONS C-35122

- ACCORDING TO MANAGEMENT, PM RAGSDALE MADE NO THREATS AGAINST CCA OWENS AS CORROBORATED BY THE TESTIMONY OF THE UNION'S WITNESS IN THEIR STATEMENTS, AS WELL AS POSTMASTER RAGSDALE AND SUPERVISOR PATTERSON IN THEIR STATEMENTS. THE SERVICE CONTENDED THAT NOR DID PM RAGSDALE THREATEN CCA OWENS WITH DISCIPLINE AS ESTABLISHED BY THE TESTIMONY OF ROBINSON AND PATTERSON AS WELL AS THAT OF PM RAGSDALE AND THE STATEMENT OF SUPERVISOR JACKSON. MANAGEMENT REVIEWED THE CIRCUMSTANCES WHICH LED UP TO THE ALLEGED CONFRONTATION, AND NOTED THAT PM RAGSDALE WAS ATTEMPTING TO CORRECT A DELIVERY ISSUE, WHERE CCA OWENS WENT INSIDE TO DELIVER MAIL WHICH SHOULD HAVE BEEN DELIVERED OUTSIDE OF THE BUILDING. THE SERVICE MAINTAINED THAT THE PARTIES WHO SIGNED THE JSOV, BASED ON A BRUTAL AND VIOLENT INCIDENT WHICH OCCURRED AT ROYAL OAK, MI, CERTAINLY DID NOT INTEND A MATTER WHERE MANAGEMENT ATTEMPTED TO CORRECT A BLATANT DELIVERY DEFICIENCY TO FALL UNDER THE UMBRELLA OF THE JSOV.

DISCUSSION

MANAGEMENT TRIED TO SPIN IT THAT THE MANAGER WAS ONLY TRYING TO CORRECT A BLATANT DELIVERY DEFICIENCY AND THAT THIS DID NOT FALL UNDER THE JSOV POLICY

EVEN THOUGH THE CCA HAS BEEN ON THE ROUTE FOR A WHILE AND HAS ONLY EVER DELIVERED INSIDE TO THE BUSINESSES AND HAS IN THE PAST HAD OTHER MANAGERS OBSERVE HER DELIVERY AND HAVE NEVER STATED THAT IT WAS IMPROPER IN ANY WAY

MANAGEMENT'S CONTENTIONS C-35122

- THE SERVICE FURTHER ARGUED THAT, NEITHER DID ARBITRATOR SNOW, WHO IS THE VERY AUTHORITY THAT MADE THE JSOV AN ENFORCEABLE CONTRACT BETWEEN THE PARTIES, INTEND THAT SUCH A SITUATION WOULD BE COVERED UNDER THE JOINT STATEMENT. MANAGEMENT CONTENDED THAT ARBITRATOR SNOW OPINED THAT THE JSOV CANNOT BE A PROPHYLACTIC AGAINST EVERY INSULT REAL OR IMAGINED, EVERY HARSH TONE, REAL OR IMAGINED AND DOES NOT ELIMINATE PERSONALITY CONFLICTS. THEY FURTHER CONTENDED THAT MR. SNOW HELD THAT THE PURPOSE OF THE JSOV WAS TO ELIMINATE DIRECT THREATS AND ALSO KINDS OF HARASSING CONDUCT AND OR ENVIRONMENT THAT COULD LEAD TO UNACCEPTABLE LEVELS OF STRESS AND, THUS, INDIRECTLY VIOLENCE OR THREATS OF VIOLENCE.

MANAGEMENT'S CONTENTIONS C-35122

- ACCORDING TO MANAGEMENT, THE STATEMENTS OF THE TWO WITNESSES (CUSTOMERS) CONTAINED NO FACTUAL OBSERVATIONS WHICH SUPPORT THE CHARACTERIZATIONS MADE BY THOSE WITNESSES THAT PM RAGSDALE WAS "DEMEANING", "BELITTLING", OR "AGGRESSIVE". IN FACT, STATED MANAGEMENT, THE TESTIMONY OF BOTH WITNESSES, REGARDING THE CONVERSATION BETWEEN PM RAGSDALE AND CCA OWENS, SUPPORTS THE CONCLUSION THAT THE CONVERSATION WAS PERFECTLY APPROPRIATE UNDER THE CIRCUMSTANCES; LEGITIMATE WORK DIRECTIONS. MANAGEMENT ARGUED THAT EVEN IF THE CONVERSATION INVOLVED MERE INCIVILITY, EQUIVOCAL CONDUCT, OR IF THE INSTRUCTIONS WERE GIVEN IN AN OFF-PUTTING MANNER, OR WHERE BETTER HUMAN RESOURCE RELATIONS SKILLS COULD HAVE BEEN USED; IT DID NOT ESTABLISH A VIOLATION OF THE JSOV.

MANAGEMENT'S CONTENTIONS C-35122

- THE SERVICE NOTED THAT NEITHER WITNESS ON THAT DAY CALLED 911, NOR DID THEY FILE A FORMAL COMPLAINT WITH THE US POSTAL SERVICE, OR ASK PM RAGSDALE TO LEAVE THEIR BUSINESS. MANAGEMENT CONTENDED THAT MS. ROBINSON AND MS. PATTERSON SIMPLY FOLLOWED PM RAGSDALE, SUPERVISOR JACKSON AND CCA OWENS OUTSIDE TO THE CENTRALIZED DELIVERY UNIT TO DISCUSS WHY THE MAIL COULD NOT BE DELIVERED INSIDE THE BUILDING. MANAGEMENT ARGUED THAT THE CONCERN OF THESE WITNESSES WAS THE DELIVERY OF THEIR MAIL; THEY HAD THEIR OWN INTEREST IN THE DELIVERY OF THEIR MAIL WHICH LIKELY SKEWED THEIR VIEW OF THE INTERACTION BETWEEN KIRBY RAGSDALE AND CCA OWENS. THE SERVICE MAINTAINED THAT THE ACTIONS OF MS. ROBINSON AND MS. PATTERSON ON THE INCIDENT DATE, IN RESPONSE TO PM RAGSDALE'S ACTIONS, DO NOT SUPPORT A CONCLUSION THAT THE JSOV WAS VIOLATED ON JANUARY 27, 2020. THEY FURTHER MAINTAINED THAT ARBITRATOR SNOW PROCLAIMED THAT THE JSOV IS NOT INTENDED BY THE PARTIES TO RESULT IN "WITCH HUNTING" IN COMPLAINTS ABOUT SUPERVISORS, AND WAS CERTAINLY NOT INTENDED TO INCLUDE ADD-ON COMPLAINTS ABOUT MAIL DELIVERY.

DISCUSSION

- MANAGEMENT TRIES TO NOW BLAME THIS ON THE EYEWITNESSES. THEY REALLY DIDN'T SEE WHAT THEY THOUGHT WAS GOING ON
- MANAGEMENT MAKES THE STATEMENT THAT THE WITNESSES OPINIONS WERE SKEWED BECAUSE THEY WERE ONLY DOING THIS SO THAT THEY WOULD STILL GET THEIR MAIL DELIVERED INSIDE INSTEAD OF HAVING THE INCONVENIENCE OF HAVING IT DELIVERED OUTSIDE IN THE NDCBU
- MANAGEMENT ONCE AGAIN STATES THAT THE WHAT THE WITNESSES SAW STILL DID NOT SUPPORT THE CONCLUSION THAT IT MET THE STANDARDS OF THE JSOV
- MANAGEMENT USED "WITCH HUNTING" WHICH THEY HAVE ALWAYS USED IN THEIR ARGUMENTS AND CONTENTIONS NO MATTER WHETHER THEY CAN PROVE THIS OR NOT

MANAGEMENT'S CONTENTIONS C-35122

- REGARDING THE FAILURE TO PROVIDE REQUESTED INFORMATION, MANAGEMENT ARGUED THAT THE UNION'S CONTENTION THAT THEY DID NOT RECEIVE THE "RIDLEY REPORT" AND PM RAGSDALE'S TRAINING RECORDS IS ONLY SUPPORTED BY SCAN EVIDENCE OF MANAGEMENT'S FAILURE TO RESPOND TO THOSE REQUESTS FOR RECORDS. THE SERVICE ARGUED THAT EVEN IF THE "RIDLEY REPORT" EXISTED AND MANAGEMENT FAILED TO PROVIDE IT, THE SERVICE SUBMITS THAT THIS OVERSIGHT DID NOT STOP THE UNION FROM PROVIDING A VERY WELL-DOCUMENTED AND DELIVERED GRIEVANCE, BASED ON THE VOLUMINOUS GRIEVANCE PACKAGE. FURTHER, MANAGEMENT ARGUED, THE UNION FAILED TO ESTABLISH HOW THE "RIDLEY REPORT", IF SUCH A REPORT EXISTS, AND PM RAGSDALE'S TRAINING RECORDS, ARE RELEVANT TO ESTABLISHING A VIOLATION OF THE JSOV OCCURRED ON JANUARY 27, 2020. THUS, THE SERVICE MAINTAINED THAT THERE WAS NO HARM SUFFERED BY THE UNION.

MANAGEMENT'S CONTENTIONS C-35122

- IT WAS THE POSITION OF MANAGEMENT THAT UNION WITNESS, JASON ATCHLEY, IN HIS DRAMATIC AND VERY OPINIONATED TESTIMONY, DID NOT ESTABLISH A VIOLATION OF THE JSOV ON JANUARY 27, 2020. THE SERVICE CONTENDED THAT THE TESTIMONY OF THIS WITNESS WAS SIMPLY 2 HOURS OF REHASHING PREVIOUSLY ADJUDICATED GRIEVANCES THAT WERE OF NO VALUE IN DETERMINING WHETHER A VIOLATION OCCURRED ON JANUARY 27, 2020. THE SERVICE CONTENDED THAT MR. ATCHLEY DID NOT TESTIFY AS TO THE EVENTS WHICH OCCURRED ON JANUARY 27, 2020; THEY NOTED THAT THIS WITNESS IS WORKING FULL-TIME IN A UNION CAPACITY AS RAA UNDER NATIONAL BUSINESS AGENT (NBA) STEVE LASSAN. MANAGEMENT FURTHER CONTENDED THAT THE JSOV IS NOT INTENDED BY THE PARTIES TO RESULT IN "WITCH HUNTING" IN COMPLAINTS ABOUT SUPERVISORS FROM THE NBA OFFICE IN ALABAMA. THEY NOTED THAT MR. ATCHLEY TESTIFIED BUT CCA OWENS DID NOT; NOT DID ANYONE FROM THE OFFICE IN QUESTION TESTIFY ON BEHALF OF THE NALC.

DISCUSSION

- MANAGEMENT TRIED TO BELITTLE THE WITNESS BY STATING THAT HE WAS DRAMATIC AND VERY OPINIONATED AND FOR 2 HOURS HE WAS SIMPLY REHASHING PREVIOUSLY ADJUDICATED GRIEVANCES THAT HAD NO VALUE TO THIS CASE
- THEY ALSO TRIED TO SAY THAT HE WORKED FOR THE UNION FULL TIME IN ALABAMA AND WAS ONLY “WITCH HUNTING” BY COMPLAINING ABOUT SUPERVISORS FROM THAT AREA
- THEY ALSO BROUGHT UP THE FACT THAT THE CCA DID NOT TESTIFY AND THAT NO ONE FROM THAT OFFICE CAME TO TESTIFY, MAKING IT SEEM AS IF ALL THE PEOPLE WHO DID TESTIFY HAD NO MERIT TO THE CASE

MANAGEMENT'S CONTENTIONS C-35122

- IT WAS THE ARGUMENT OF MANAGEMENT THAT FEDERAL RULE OF EVIDENCE NUMBER 404 PROVIDES THAT "EVIDENCE OF A PERSON'S CHARACTER OR CHARACTER TRAIT IS NOT ADMISSIBLE TO PROVE THAT ON A PARTICULAR OCCASION THE PERSON ACTED IN ACCORDANCE WITH THE CHARACTER OR TRAIT." MANAGEMENT ARGUED THAT THE UNION WAS ALLOWED TO DO JUST THAT; THEY CONTENDED THAT DESPITE THEIR OBJECTIONS, MR. ATCHLEY OFFERED OPINION TESTIMONY ON PREVIOUSLY ADJUDICATED GRIEVANCES IN AN ATTEMPT TO PROVE THAT PM RAGSDALE VIOLATED THE JSOV ON JANUARY 27, 2020. MANAGEMENT'S ADVOCATE ARGUED THAT THE PREVIOUSLY ADJUDICATED GRIEVANCES WERE NOT MATERIAL TO DETERMINING WHETHER PM RAGSDALE VIOLATED THE JSOV ON THE INCIDENT DATE.

DISCUSSION

- MANAGEMENT PULLED OUT THE BIG GUNS AND USED FEDERAL RULES TO EXPLAIN AWAY THE BEHAVIOR OF THE MANAGER BECAUSE THIS MANAGER HAS BEEN BEHAVING THIS WAY FOR 14 YEARS
- THE UNION USED ARBITRATOR JACOBS' CITE C-33993 THAT STATES THAT THE MANAGER CAN AND SHOULD BE HELD ACCOUNTABLE FOR PAST BEHAVIOR AND PRESENT BEHAVIOR
- MANAGEMENT IS NOT PROTECTED UNDER ARTICLE 16.10. THEY ARE NOT BARGAINING EMPLOYEES AND THEREFORE ARE NOT COVERED SO WE CAN GO BACK 50 YEARS IF WE WANT TO
- THE JSOV IS VERY CLEAR, AND SPEAKS FOR ITSELF, WHEN IT STATES THAT IF THOSE WHOSE UNACCEPTABLE BEHAVIOR CONTINUES WILL BE REMOVED FROM THEIR POSITIONS, MEANING WE GO BACK AS MANY YEARS AS IT TAKES TO PROVE A PATTERN OF THE PERSON AND NOT JUST THE ENVIRONMENT THAT THEY ARE PLACED INTO

MANAGEMENT'S CONTENTIONS C-35122

- THE SERVICE MAINTAINED THAT THE ARBITRATOR SHOULD DRAW A NEGATIVE INFERENCE FROM THE FACT THAT CCA OWENS DID NOT TESTIFY. THEY MAINTAINED THE COURT CAN HOLD A PERSON'S SILENCE AGAINST HIM OR HER AND IS FREE TO INFER THAT THEY ARE "HIDING" SOMETHING. MANAGEMENT ARGUED THAT IN A CASE WHERE THE UNION IS ASKING FOR MORE THAN A "CEASE AND DESIST" ORDER OR ADDITIONAL EMPLOYEE RELATIONS TRAINING BE ORDERED, WHERE WAS CCA OWENS. MANAGEMENT FURTHER ARGUED THAT IF MR. RAGSDALE'S BEHAVIOR WAS SO PERVASIVE ON THAT DATE, AND IF HE HAS AN ON-GOING HISTORY OF SUCH BEHAVIOR, WHERE WERE THE OTHER EMPLOYEES WHO HAVE BEEN SUBJECTED TO SUCH PERVASIVE BEHAVIOR? THE SERVICE ASSERTED THAT THIS CASE CANNOT BE DECIDED BASED ON THE TESTIMONY OF THE UNION'S RAA AND CUSTOMERS WHERE THERE WAS AN UNDERLYING ISSUE REGARDING THE MODE OF THEIR DELIVERY.

DISCUSSION

- THE CCA DID WRITE A STATEMENT THAT SHE WAS TOO SCARED TO COME IN AND TESTIFY AND THEREFORE DID NOT NEED TO COME IN AND TESTIFY. YET OVER AND OVER MANAGEMENT MAKES THIS CONTENTION IN AN EFFORT TO DISCREDIT THEM
- MANAGEMENT ALSO BRINGS UP THAT NO EMPLOYEES WHO WERE IN DIRECT CONTACT WITH THIS MANAGER EVEN CAME TO TESTIFY AND IF THERE WAS SUCH AN ON-GOING PROBLEM THERE SHOULD HAVE BEEN WITNESSES TO TESTIFY, BASICALLY STATING THE UNION WAS BLOWING HIS BEHAVIOR OUT OF PROPORTION AND WAS PICKING ON THE MANAGER

MANAGEMENT'S CONTENTIONS C-35122

- ACCORDING TO MANAGEMENT THE ISSUES BROUGHT FORTH IN THE INSTANT GRIEVANCE DO NOT RISE TO THE LEVEL OF A JOINT STATEMENT VIOLATION. MANAGEMENT CONTENDED THAT NONE OF THE STATEMENTS PROVIDED BY THE UNION PROVIDE PROOF THAT MANAGEMENT HAS CREATED A HOSTILE WORK ENVIRONMENT OR VIOLATED THE JOINT STATEMENT. THE SERVICE ASSERTED THAT THE UNION FILED THIS "CLASS ACTION" GRIEVANCE IN AN ATTEMPT TO RE-VISIT PREVIOUSLY ADJUDICATED GRIEVANCES AND PREJUDICE THE ARBITRATOR AGAINST PM RAGSDALE. THE SERVICE FURTHER ASSERTED THAT NOT ONE EMPLOYEE, NOT ONE LETTER CARRIER FROM THE CLINTON POST OFFICE TESTIFIED AT ARBITRATION TO SUBSTANTIATE THE UNION'S ALLEGATION. MANAGEMENT CONTENDED THAT IF THE UNION'S ALLEGATIONS ARE TO BE BELIEVED, THERE WOULD BE LETTER CARRIERS LINE UP OUTSIDE OF THE HEARING ROOM WAITING TO TELL THEIR STORY, YET NOT A SINGLE EMPLOYEE WITNESS WAS PRODUCED. THEY FURTHER CONTENDED THAT IF THE ALLEGATIONS WERE TRUE, OFFICIALS FROM THE APWU AND CLERKS WHO WORK AT THE CLINTON POST OFFICE, WOULD ALSO BE AT HEARING WAITING TO TESTIFY, BUT THAT DID NOT OCCUR.

DISCUSSION

- MANAGEMENT IS TRYING TO STATE THAT SINCE THERE WAS NO ONE WHO TESTIFIED IN PERSON AGAINST THE MANAGER THE UNION OBVIOUSLY WAS BLOWING THIS OUT OF PROPORTION
- THIS IS WHY THE UNION GETS STATEMENTS FROM THE EMPLOYEES SO THAT THEY DO NOT HAVE TO COME AND TESTIFY IN PERSON. THE ARBITRATOR CAN READ THE STATEMENTS AND LEARN THE STORIES WITHOUT HAVING TO SUBJECT THE CARRIERS/CLERKS TO LONG TRAVEL TIMES AND THERE IS MORE LIKELY A RESULT OF GETTING THEM TO TELL THEIR STORIES WITHOUT BEING TOO SCARED OF RETALIATION OR HAVING TO FACE THEIR HARASSING MANAGER

MANAGEMENT'S CONTENTIONS C-35122

- MANAGEMENT DISPUTED THE UNION'S CLAIMS THAT THE INTERACTION ON JANUARY 27,2020, BETWEEN PM RAGSDALE AND CCA OWENS AMOUNTED TO A VIOLATION OF THE JOINT STATEMENT ON VIOLENCE IN THE WORKPLACE, WHEN THE ALLEGED "VICTIM" DID NOT EVEN TESTIFY. THE SERVICE CONTENDED THAT THE SILENCE OF CCA OWENS IS DEAFENING, AND DISCOUNTED THE UNION'S ACCOUNT WHERE THEY STATED THAT MS. OWENS SAYS "SHE JUST WANTS TO PUT IT ALL BEHIND HER". MANAGEMENT NOTED THAT CCA OWENS WORKED FOR ALMOST A YEAR AFTER THE JANUARY 27,2020 INCIDENT, UNTIL RESIGNING IN DECEMBER 2020, FROM AN OFFICE WHICH PM RAGSDALE MANAGED. THE SERVICE MAINTAINED THAT IT IS NOT CREDIBLE TO BELIEVE THAT MS. OWENS DID NOT FEEL SAFE ENOUGH TO APPEAR IN A HEARING WHERE THE ARBITRATOR, POSTAL ADVOCATE AND UNION ADVOCATES WERE ALL PRESENT. THEY ASSERTED THAT THE UNION PROVIDED NO EFFORT IN SEEKING TO HAVE THIS FORMER EMPLOYEE APPEAR BY OFFERING TESTIMONY VIA TELEPHONE OR HAVING THE ARBITRATOR ISSUE A SUBPOENA TO SECURE HER TESTIMONY AS A WITNESS, AND ALLEGED VICTIM IN THE INCIDENT. MANAGEMENT AGAIN REQUESTED THAT THE ARBITRATOR DRAW AN ADVERSE INFERENCE FROM THE FAILURE OF CCA OWENS TO APPEAR AND ANSWER QUESTIONS UNDER OATH. MANAGEMENT CONTENDED THAT EVEN IF THE ARBITRATOR WERE

DISCUSSION

- ONCE AGAIN MANAGEMENT IS TRYING TO DISCREDIT THE GRIEVANT BECAUSE SHE WOULDN'T COME IN PERSON TO TESTIFY
- MANAGEMENT TRIED TO DISMISS THE CCA'S FEAR BY STATING THAT SHE STILL WORKED FOR THE MANAGER FOR ALMOST A YEAR AFTER THE INCIDENT, AND THERE WERE OTHER PEOPLE IN THE HEARING THAT WOULD HAVE MADE HER FEEL SAFE
- MANAGEMENT STATED THAT THE UNION AND EVEN THE ARBITRATOR MADE NO EFFORT TO EVEN GET THE CCA TO APPEAR IN PERSON AND EVEN CALLED HER AN ALLEGED VICTIM, TRYING TO PROVE THAT HER FEAR WAS NOT ACTUALLY A TRUE THING

MANAGEMENT'S CONTENTIONS C-35122

- MANAGEMENT CONTENDED THAT EVEN IF THE ARBITRATOR WERE TO DETERMINE THAT A VIOLATION OF THE JSOV OCCURRED, THEY ARGUED THAT THERE HAS BEEN LITTLE, OR NO ACTIVITY FROM THAT OFFICE FOR NEARLY A YEAR SINCE THE FILING OF THE INSTANT GRIEVANCE AND NO INDICATION THAT THERE IS ANY ENDURING BEHAVIOR ON THE PART OF PM KIRBY WHICH SHOULD BE ADDRESSED IN THE DRASTIC MANNER REQUESTED BY THE UNION. THE SERVICE MAINTAINED THAT IF A VIOLATION OCCURRED ON JANUARY 27, 2020, THE REMEDY GRANTED SHOULD BE LIMITED IN SCOPE; THEY SUGGESTED A "CEASE AND DESIST" ORDER OR OFF-SITE TRAINING REGARDING INTERPERSONAL RELATIONSHIPS, BUT NOT A DRASTIC MEASURE SUCH AS BARRING PM RAGSDALE FROM EVER SUPERVISING CARRIERS. MANAGEMENT CONTENDED THAT THIS WOULD UNNECESSARILY IMPACT HIS CAREER AS HE WOULD LOSE EXPERIENCE AND THE INVOLUNTARY TRANSFER TO ANOTHER POSITION WOULD BE A "BLACK MARK" ON ANY RESUME AND A SEVERE LIMITATION ON WHAT JOBS HE WOULD QUALIFY FOR IN THE FUTURE. MANAGEMENT ASSERTED THAT THE INSTANT CASE DOES NOT SUPPORT SUCH A DRASTIC REMEDY AS REQUESTED BY THE UNION.

MANAGEMENT'S CONTENTIONS C-35122

- IT WAS THE POSITION OF MANAGEMENT THAT PM RAGSDALE WAS SIMPLY PERFORMING HIS DUTIES AS A MANAGER WHILE CONDUCTING STREET SUPERVISION ON JANUARY 27, 2020. THE SERVICE ASKED THE ARBITRATOR TO ACKNOWLEDGE THAT PM RAGSDALE HAD A RIGHT TO BE ON THE STREET ON THE INCIDENT DATE, AND HE OBSERVED A LEGITIMATE DEFICIENCY WHEN CCA OWENS DID NOT FOLLOW THE ESTABLISHED PROCEDURE FOR THE DELIVERY OF MAIL AT 132 EAST NORTHSIDE DRIVE. MANAGEMENT CONTENDED THAT SECTION 134 OF THE M-39 (JX-4) PROVIDES THAT "ACCOMPANYING CARRIERS ON THE STREET IS CONSIDERED AN ESSENTIAL RESPONSIBILITY OF MANAGEMENT AND ONE OF THE MANAGER'S MOST IMPORTANT DUTIES. MANAGERS SHOULD ACT PROMPTLY TO CORRECT IMPROPER CONDITIONS." THE SERVICE ASSERTED THAT "STREET MANAGEMENT" DOES NOT LIMIT A SUPERVISOR OR MANAGER TO ONLY OBSERVE CARRIERS ON THE STREET AND SECTION 16 OF THE M-41, CITY DELIVERY CARRIERS DUTIES AND RESPONSIBILITIES, STATES:
 - 16 SUPERVISION
 - CARRIERS MAY ALWAYS EXPECT TO BE SUPERVISED WHILE IN PERFORMANCE OF THEIR DAILY DUTIES.

MANAGEMENT'S CONTENTIONS C-35122

- MANAGEMENT ARGUED THAT PERFORMING "STREET MANAGEMENT" IS AN ESSENTIAL RESPONSIBILITY OF PM RAGSDALE AND HE HAS EVERY RIGHT AND RESPONSIBILITY TO OBSERVE CARRIERS AT ALL TIMES WHILE ON THE STREET.
- THE ARBITRATION PROCESS IS NOT A TRIAL, ACCORDING TO MANAGEMENT. HERE, THE UNION'S ADVOCATE ATTEMPTED TO PLACE PM RAGSDALE ON TRIAL, AND THEY ASKED THE ARBITRATOR TO CONVICT HIM ON A VIOLATION OF THE JSOV; THEY DID SO BY REHASHING PREVIOUSLY ADJUDICATED STEP B TEAM DECISIONS, CONTENDED MANAGEMENT. THE SERVICE MAINTAINED THAT THE JSOV WAS DRAFTED TO PREVENT MATTERS FROM ESCALATING, IN ORDER TO AVOID ANOTHER ROYAL OAK, MI; NOT TO HAND DOWN PUNISHMENT. THE SERVICE ARGUED THAT PHYSICAL CONTACT, PROFANITY, THREATS, FINGER-POINTING, "IN YOUR FACE" CONFRONTATION, ARE ALL THE SORT OF ACTIONS THAT HAVE BEEN HELD TO VIOLATE THE JSOV. MANAGEMENT CONTENDED THAT NONE OF THAT BEHAVIOR OCCURRED IN THE INSTANT CASE. THEY FURTHER CONTENDED THAT PM RAGSDALE TESTIFIED THAT NONE OF THAT TYPE BEHAVIOR OCCURRED, THE UNION STIPULATED THAT SUPERVISOR JACKSON WOULD CORROBORATE PM RAGSDALE'S TESTIMONY, AND THE UNION PROVIDED NO EVIDENCE TO REBUT THEIR TESTIMONY.

MANAGEMENT'S CONTENTIONS C-35122

- IN CONCLUSION, THE SERVICE ARGUED THAT THE CASE AT BAR IS A CONTRACT CASE, AND THE UNION HAS THE BURDEN TO ESTABLISH THAT A VIOLATION OF THE NATIONAL AGREEMENT OCCURRED, THROUGH THE SUBMISSION OF PROBATIVE AND PERSUASIVE EVIDENCE. THE SERVICE FURTHER ARGUED THAT ALLEGATIONS OF VIOLATIONS, WHICH ARE NOT SUBSTANTIATED BY EVIDENCE ARE SIMPLY ALLEGATIONS. HERE, MANAGEMENT CONTENDED, THE UNION FAILED TO PROVIDE THE REQUISITE PROOF FOR THE ARBITRATOR TO CONCLUDE THAT ON JANUARY 27, 2020, POSTMASTER KIRBY RAGSDALE VIOLATED THE JOINT STATEMENT ON VIOLENCE IN THE WORKPLACE, OR ANY OTHER PROVISION OF THE NATIONAL AGREEMENT BETWEEN THE USPS AND NALC.

MANAGEMENT'S CONTENTIONS C-35122

- THE SERVICE MAINTAINED THAT THE JSOV IS NOT A LICENSE FOR ARBITRATORS TO INVOLVE THEMSELVES IN DAY-TO-DAY MANAGEMENT DECISIONS; THEY CONTENDED THAT SUCH INTRUSIONS SHOULD BE LIMITED TO THE EGREGIOUS AND EXTRAORDINARY SITUATIONS THAT THE JOINT STATEMENT WAS GENUINELY INTENDED TO ADDRESS. SHOULD THE ARBITRATOR FIND THAT A VIOLATION OCCURRED, THE SERVICE REQUESTED THAT THE UNION REMEDY NOT BE AWARDED, AND THAT THE ARBITRATOR REFLECT ON HER OWN COMMENT AT HEARING; THAT THE JANUARY 27, 2020 INCIDENT WAS RELATIVELY MINOR. MANAGEMENT ARGUED THAT THE INCIDENT ON JANUARY 27, 2020, EVEN IF FOUND BY THE ARBITRATOR TO BE REGRETTABLE, DID NOT VIOLATE THE JOINT STATEMENT OR ANY OTHER PROVISION OF THE NATIONAL AGREEMENT. BASED ON THEIR ARGUMENTS AND CONTENTIONS, AS WELL AS THE EVIDENCE OF RECORD, THE SERVICE REQUESTED THAT THE GRIEVANCE BE DENIED IN ITS ENTIRETY

MANAGEMENT'S CONTENTIONS C-35122

THIS IS HOW MANAGEMENT THINKS OF ANYONE WHO GOES AGAINST ONE OF THEIR OWN

SOME OF THE PAST THINGS THAT THIS MANAGER DID THAT WAS BROUGHT UP IN THIS HEARING WAS SOME OF THE WORST THINGS YOU CAN HAVE EVER IMAGINED AS FAR AS MANAGER CARRIER RELATIONSHIPS

THIS IS SOMEONE WHO HAS BEEN DOING THIS FOR 14 YEARS, REPEATEDLY

THIS IS IMPORTANT TO KNOW WHEN YOU ARE PUTTING TOGETHER YOUR CASE FILE WHERE MANAGEMENT WILL WANT TO GO

THEY'RE COMING FROM THE SIDE THAT THE CARRIERS CAN'T BE MANAGED, DON'T WANT TO MANAGED, AND THAT IT IS THEIR RESPONSIBILITY TO MANAGE ON THE STREET AND NONE OF THESE VIOLATE THE JSOV

MANAGEMENT'S RIGHT TO MANAGE

- IN THE JCAM ARTICLE 3- MANAGEMENT RIGHTS
 - THE EMPLOYER SHALL HAVE THE EXCLUSIVE RIGHT, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT AND CONSISTENT WITH APPLICABLE LAWS AND REGULATIONS:
 - A. TO DIRECT EMPLOYEES OF THE EMPLOYER IN THE PERFORMANCE OF OFFICIAL DUTIES;
 - B. TO HIRE, PROMOTE, TRANSFER, ASSIGN, AND RETAIN EMPLOYEES IN POSITIONS WITHIN THE POSTAL SERVICE AND TO SUSPEND, DEMOTE, DISCHARGE, OR TAKE OTHER DISCIPLINARY ACTION AGAINST SUCH EMPLOYEES;
 - C. TO MAINTAIN THE EFFICIENCY OF THE OPERATIONS ENTRUSTED TO IT;
 - D. TO DETERMINE THE METHODS, MEANS, AND PERSONNEL BY WHICH SUCH OPERATIONS ARE TO BE CONDUCTED;
 - E. TO PRESCRIBE A UNIFORM DRESS TO BE WORN BY LETTER CARRIERS AND OTHER DESIGNATED EMPLOYEES; AND
 - F. TO TAKE WHATEVER ACTIONS MAY BE NECESSARY TO CARRY OUT ITS MISSION IN EMERGENCY SITUATIONS, I.E., AN UNFORESEEN CIRCUMSTANCE OR A COMBINATION OF CIRCUMSTANCES WHICH CALLS FOR IMMEDIATE ACTION IN A SITUATION WHICH IS NOT EXPECTED TO BE OF A RECURRING NATURE.

JCAM ARTICLE 3 CONT.

- THE POSTAL SERVICE'S EXCLUSIVE RIGHTS UNDER ARTICLE 3 ARE BASICALLY THE SAME AS ITS STATUTORY RIGHTS UNDER THE POSTAL REORGANIZATION ACT, 39 U.S.C. SECTION 1001(E). WHILE POSTAL MANAGEMENT HAS THE RIGHT TO MANAGE THE POSTAL SERVICE, IT MUST ACT IN ACCORDANCE WITH APPLICABLE LAWS, REGULATIONS, CONTRACT PROVISIONS, ARBITRATION AWARDS, LETTERS OF AGREEMENT, AND MEMORANDA. CONSEQUENTLY, MANY OF THE MANAGEMENT RIGHTS ENUMERATED IN ARTICLE 3 ARE LIMITED BY NEGOTIATED CONTRACT PROVISIONS. FOR EXAMPLE, THE POSTAL SERVICE'S ARTICLE 3 RIGHT TO SUSPEND, DEMOTE, DISCHARGE, OR TAKE OTHER DISCIPLINARY ACTION AGAINST EMPLOYEES IS SUBJECT TO THE PROVISIONS OF ARTICLES 15 AND 16.

EXAMPLE:

- MANAGEMENT COMES IN THERE (AT STEP A, B-TEAM, ARBITRATION) AND SAYS WE ARE THE ONLY ONES WHO HAVE THE EXCLUSIVE RIGHTS TO DEMOTE MADAME ARBITRATOR, YOU DON'T HAVE THAT RIGHT
- BUT WE DO HAVE THAT RIGHT UNDER ARTICLE 15
- BUT ARBITRATOR SNOW SHOT ALL OF THIS DOWN

BREAK IT DOWN

WHEN YOU PUT YOUR CASE FILE TOGETHER MAKE SURE THAT YOU GET STATEMENTS AND LOTS OF THEM

IF THERE IS A HISTORY WITH THIS MANAGER MAKE SURE YOU PUT A TIMELINE WITH ALL OF THE INCIDENTS AND HAVE THE PAPERWORK TO BACK UP EACH ONE

WHEN YOU GET A FILE WITH HISTORY IN IT, LIKE 30 B-TEAM DECISIONS IN IT READ THEM ALL

BREAK IT DOWN



FIND OUT WHAT MANAGEMENT ARGUED BEFORE AND BREAK DOWN ALL OF THE ARGUMENTS AND CONTENTIONS. What did they argue and why. Know what they will bring to the table when you eventually do meet



If they try to argue the same old thing, contend that because it means that this manager has not corrected their behavior over a long period of time

SOME CLOSING THOUGHTS

- NEVER FORGET WHO YOU ARE AND WHO YOU ARE WORKING FOR
- SHOP STEWARDS HELP YOUR PEOPLE. YOU ARE WORKING FOR THE MEMBERS OF YOUR BRANCH. NO MATTER WHO THEY ARE OR WHAT THEY SUPPOSEDLY DID, YOU PREPARE EVERY CASE TO WIN THAT GRIEVANCE
- WE ARE A FAMILY HERE. BROTHERS AND SISTERS WHO PROTECT EACH OTHER AND DO NOT EVER SNITCH ON ANY OTHER CARRIER TO MANAGEMENT. WE HANDLE OUR BUSINESS IN HOUSE AND DO NOT AIR OUR DIRTY LAUNDRY TO ANYONE ELSE

SOME CLOSING THOUGHTS

- UNION MEANS THAT WE ARE IN THIS TOGETHER.
- DO NOT JUST DISMISS A CARRIER WHO HAS A POSSIBLE GRIEVANCE
- IF THEY DO NOT HAVE A GRIEVANCE TELL THEM WHY
- IF THEY DO HAVE A GRIEVANCE DO EVERYTHING IN YOUR POWER TO GET THAT WIN FOR THEM