

Central PA / South Jersey DRT  
2100 N. 13<sup>th</sup> Street  
Reading, PA 19612  
Phone 610-921-7035 or 610-921-7086  
FAX 610-921-7025



## STEP B DECISION

Step B Team: **Davis & McDonough**

Decision: **Resolve**

USPS Number: **C16N-4C-C 20172626**

Grievant: **[REDACTED]**

Branch Grievance Number: **274-20-109**

Branch: **274**

Finance Number: **41-0128**

Installation: **Allentown**

Delivery Unit: **Allentown**

Zip Code: **18101**

State: **Pennsylvania**

Incident Date: **02/14/2020**

Date Informal Step A Initiated: **FTM**

Formal Step A Meeting Date: **05/20/2020**

Date Received at Step B: **06/01/2020**

Step B Decision Date: **06/26/2020**

Issue Code: **15.3000**

NALC Subject Code: **600232**

District: **Central PA**

**ISSUE:** Did management violate Article 15 of the National Agreement and Formal Step A Settlement which states "when issuing discipline that either a shop steward will be present when the discipline is issued to the carrier or that the union will be provided with a copy of the discipline within tour of it being issued to the carrier"? If so, what is an appropriate remedy?

**DECISION:** The Dispute Resolution Team (DRT) has decided to **RESOLVE** by determining management is bound by the terms they agreed to in the Formal A settlement to branch grievance number 274-12-64, dated April 26, 2012. Therefore, management must follow the settlement agreement they signed. Management will allow a steward to be present when issuing discipline OR management will provide a copy to the union of the issued discipline by the end of tour.

**EXPLANATION:** On April 26, 2012, local management and union representatives signed a full and final settlement of grievance file 274-12-64, stating in pertinent part:

*It is also agreed that when issuing discipline that either a shop steward will be present when the discipline is issued to the carrier or that the union will be provided with a copy of the discipline within tour of it being issued to the carrier.*

Previous Step B Teams issued decisions dated July 06, 2015, and May 04, 2017, that management must abide by this Formal A agreement.

On February 13, 2020, management typed a 14-Day Suspension letter for the grievant. The discipline was mailed to the grievant's parents' house on February 14, 2020, via priority mail and certified as delivered. The union was neither given a copy of the discipline within the tour of it being issued, nor was a union steward present for the issuing of the discipline. The union originally filed the grievance and appealed the matter to the Step B Team. The Step B team received the grievance on March 18, 2020, and remanded the matter to the local parties with the instructions that the local parties:

*develop the case file fully by collecting and including all relevant documentation. They will attempt to resolve the grievance and complete a new Step A form no later than 7 days (though local parties may agree to mutually extend the Formal Step A Meeting) after receipt of this remand decision. If the Step A parties do not resolve the grievance, the union may appeal it to Step B within 7 days of the Formal A meeting or the last date the meeting could have been scheduled. The Step A parties will mail a copy of their new completed Step A Form to the DRT.*

The local parties complied with the Team's instructions, and the matter was re-appealed to the Team.

The union contends management has violated Article 15 by failing to adhere to the 2012 Formal A settlement and a prior Step B decision regarding the same settlement. The union argued that due to a personal vendetta, management tried to deceive the carrier by mailing the discipline to his parents' house. The union questioned how it is known the grievant received the discipline, pointing out the grievant's sister signed. The union stated management blatantly mailed the discipline in hopes the grievant would not receive the discipline, and it would remain for two years. The union questioned why management deviated from its standard of having an employee sign a letter in management's presence. The union states the letter was stamped the same day when management provided a copy to the union at the Informal A meeting.

The union contends the DRT previously ruled on this subject and directed management to "cease and desist and in the future comply with the terms of their Step A settlements."

The union contends this has been a reoccurring issue and management has previously taken the position they do not have to adhere to settlements they did not personally sign. This was previously addressed in March 2015 at a labor-management meeting, and no decision was made at the meeting. At another labor-management meeting in May 2015, the parties agreed to send the issue to Step B.

The union contends prior to 2012, it was past practice to have a steward present when discipline was issued to a carrier. Management stopped adhering to this practice when the discipline resulted in a grievance. As such, the parties resolve the grievance with the 2012 settlement.

The union contends National Business Agent David Napadano has addressed this issue, stating "management must provide the union a copy of the discipline." The union requests as remedy that management be directed to cease and desist and all discipline concerning this issue be expunged from employees' records.

Management contends Article 15 of the National Agreement does not require the union be present when discipline is issued to a carrier. Management claims that while there is an April 26, 2012, local agreement between the parties, this agreement has been cancelled by an February 20, 2020 Memorandum of Understanding (MOU) signed by Regional and local union representatives and Area and local management. This Memorandum states, in part, "The parties agree that all past practices and prior agreements associated with grievance filing in Allentown are considered moot."

Management states it cannot agree with the union's continual practice of supporting grievances with the 2012 agreement when the union fails to include the 2020 MOU's language. Management stipulates it will continue to bargain in good faith with the hope that all parties will respect current MOU's.

The DRT has carefully examined the file as provided in its entirety. Having carefully examine the pertinent facts and documents, the Team has determined the 2020 MOU does not change or alter the 2012 Formal A agreement. Management has mistakenly applied a single sentence within the MOU to the issuance of discipline. The pertinent MOU section in full reads:

**THE FOLLOWING PARAGRAPHS ARE AGREED AND ARE PRESENTED WITHOUT PREJUDICE TO EITHER PART.**

*This agreement ends the current grievance processing procedures in Allentown Pa.*

*The parties agree that all past practices and prior agreement's associated with grievance filing in Allentown are considered moot. Those procedures include:*

- 1) Paying additional remedies associated with Article 8 grievances are ended.*
- 2) Local remedies that apply to CCAs who work more than 12/60.
  - a) Payment of wages for grievances that identify CCAs working beyond 12/60 in one day/week will comply with Article 8 of the National Agreement and the Employee Labor Relations Manual (ELM) 432.3.**
- 3) The practices put into place by local memo dated 10/23/2012 are no longer recognized and terminated. (See Attached).*
- 4) Overtime review procedures will now comply with the listed terms of this Memorandum.*
- 5) Grievances for failing to timely pay adjustments are to comply with Article 15 of the National Agreement.*
- 6) Additional remedies procedures for failing to input grievance payment adjustments defined in C06N-4C-C 11138553 – Arbitrator Mininch – are considered terminated.
  - a) Procedures for failed input of grievance settlements will be discussed by the local parties immediately after discovering that payment is delayed.*
  - b) If those discussions fail, the parties are to jointly follow standard procedures for this matter and jointly monitor the issue until it is resolved.**
- 7) Additional monetary remedies for failing to post a vacant duty assignment within 10 days are considered terminated.*

Plain reading of the MOU demonstrates what practices and agreements are "included" as being moot. Nothing in the MOU indicates the parties addressed the issuance of discipline."

The Dispute Resolution Team (DRT) has decided to **RESOLVE** by determining management is bound by the terms they agreed to in the Formal A settlement to branch grievance number 274-12-64, dated April 26, 2012. Therefore, management must follow the settlement agreement they signed. Management will

allow a steward to be present when issuing discipline OR management will provide a copy to the union of the issued discipline by the end of tour.



**William E. Davis**  
**Step B Representative-USPS**

cc: **Step A Parties**  
**National Business Agent**  
**Area Labor Relations Manager**  
**District Manager**  
**District Human Resource Manager**  
**District Labor Relations Manager**  
**File**



**Richard McDonough**  
**Step B Representative-NALC**

**Grievance File Contents**  
**PS Form 8190**  
**Union's Contentions/Additions & Corrections**  
**14 Day Suspension**  
**Clock Rings**  
**Step B Decisions**  
**Formal A Settlement**  
**Certified Signature, Priority Mail Envelope**  
**JCAM**  
**Remand Letter**  
**Management's Corrections**  
**Memorandum of Understanding**