



STEP B DECISION

STEP B TEAM:**Tennessee**

Monica Lucas, USPS

Paul F. Glavin, NALC

District Grieving:

Tennessee

Decision:

USPS Number:

Grievant:

Branch Grievance #:

Branch:

Installation:

Delivery Unit:

State:

Incident Date:

Informal Step A Initiated:

Formal Step A Meeting Date:

Date Received at Step B:

Step B Decision Date:

Issue Code:

NALC Code:

IMPASSED IN PART

G19N-4G-C 23381877

Class Action

41-23-C-034

419

Knoxville

City Wide

Tennessee

Ongoing

07/12/2023

08/18/2023

08/21/2023

09/21/2023

71.2100, 73.2000

000112, 600139

ISSUE:

Did Management violate, including but not limited to, Articles 3, 5, 14, 15, 17, ELM 665 and 817, EL-801 and 802, and EL-814 via Article 19 of the National Agreement and 31 CFR 0.211 when they failed to timely comply with the 2023 Heat Illness Prevention Program (HIPP) training requirements and falsified training records of the entire installation to reflect compliance? If so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team (DRT) has decided to declare an **IMPASSE IN PART**. The Step B Team agrees Management violated Articles 3, 5, and 14, and 19, via the ELM and Handbook EL-801, of the National Agreement when they falsified FY 2023 Heat Injury Prevention Plan (HIPP) training records in the Knoxville Installation. Management will cease and desist these violations and will ensure all disputed training has been completed by Letter Carriers in the Knoxville Installation in compliance with the above referenced contractual provisions as soon as administratively possible but no later than 14 days from receipt of this decision. Employees who are absent when the training is provided are required to be provided with the training prior to returning to street duties. The DRT also agrees Management violated Articles 17 and 31 of the National Agreement when they failed to provide the Union with all information requested pursuant to investigating and processing of this grievance. This information will be provided to the Union within (14) days of receipt of this decision.

The DRT could not agree with #'s 3 and 4 of the Union's requested remedies or violations of Handbooks EL-802, EL-814, Section 665 of the ELM and 31 CFR 0.211. The Step B team has considered all arguments and evidence in the case file and any of this material may be cited in the event of arbitration. The NALC National Business Agent may appeal this grievance to arbitration within fourteen (14) days after the receipt of this decision.

UNION'S POSITION:

therefore, finds that Arbitrator Roberts did not overstep the bounds of his authority in ordering the USPS to pay punitive damages.

Accordingly, UPSP's motion to vacate Arbitrator Roberts' August 2019 award is denied, and the union's cross-motion to confirm the award is granted. The case will be dismissed with prejudice, and I will issue an order on the docket shortly."

Management violates Articles 17 and 31 of the National Agreement when the information we request is either not provided or unreasonably delayed.

REMEDY:

The remedy(s) sought are supported in the file based on the egregious nature of the violations cited. As you will read in the multiple supporting documents within the moving papers, the Knoxville Installation has been often reminded and warned of this subject matter.

1. That management cease and desist violating Articles 3, 5, 14, 15, 17, 31, the ELM, and Handbooks EL-801 and 802, EL-814 via Article 19 of the National Agreement.
2. Management allow the City Carriers to complete the HIPPA training in its entirety immediately.

3. That management compensates the entire installation, all city carrier craft employees, \$ 50.00 each day from April 1, 2023, until the HIPP training is completed in its entirety, with proof provided to the union within 7 days.
4. Management compensates NALC Branch 419 \$1000.00 for repeatedly failing to provide documentation in a timely manner.
5. Any additional remedy the Step-B team or an arbitrator deems appropriate.