



RESOLVE



STEP B DECISION

Step B Team:	Decision:	<u>RESOLVED</u>
USPS:	USPS Number:	G16N-4G-C 1903 9690
Robin Gutman	Grievant:	Class
NALC:	Branch Grievance Number:	421-1334-18
Jose Portales	Branch:	421
	Installation:	San Antonio
District:	Delivery Unit:	Laurel Heights
Rio Grande	State:	TX
	Incident Date:	10/18/2018
	Informal Step A Initiated:	10/30/2018
	Formal Step A Meeting:	11/27/2018
USPS Formal A:	Date Received at Step B:	12/06/2018
Richard Ketchum	Step B Decision Date:	01/17/2019
NALC Formal A:	Issue Code:	17.3320
Joseph Blancarte	NALC Subject Code:	58998

ISSUE:

Did management violate Articles 3, 15 and 17 of the National Agreement when Steward Joseph Blancarte was unable to complete the union's portion of PS Form 8190 (Box 17-Union's full, detailed statement of disputed facts and contentions) on the day of the Formal A meeting? If so what is the appropriate remedy?

Did management violate Articles 3, 15, 17 and 31 of the National Agreement when they failed to provide Steward Joseph Blancarte with interviews to fully develop the grievance within 72 hours as stated in previous DRT settlements? If so what is the appropriate remedy?

DECISION:

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file evidenced a violation of Articles 15 and 17 of the National Agreement. Management will cease and desist from not providing the steward sufficient time to write his contentions on the clock, exchange documentation and make copies by the end of the day of the scheduled Formal A meeting. Unless both parties mutually agree to an extension.

The case file evidenced a violation of Articles 15, 17, and 31 of the National Agreement when management failed to comply with previous DRT settlements providing information/interviews within a timely manner. Carriers Pete Velasquez and Carlos Harris will be compensated \$75 each for management not providing the steward time to conduct his interviews with these carriers within 72 hours. The lump sum payments have been processed at Step B through GATS.

02121408	Pete Velasquez	\$75.00
04387589	Carlos Harris IV	\$75.00

EXPLANATION:

The grievant in this file is Joseph Blancarte, the union steward for Laurel Heights Station in San Antonio, Texas. On 10/18/2018, the steward informed the station manager he had to

RIO GRANDE DISPUTE RESOLUTION TEAM
10410 Perrin Beitel Road, Rm 1059
San Antonio, TX 78284-9608
PHONE 210-368-1760, 210-368-1784, FAX 210-368-8525

have a Formal A meeting with Manager Gonzalez. Manager Gonzalez called the steward and notified him they could meet when the steward got back to the station. Once the meeting started Manager Gonzalez handed the steward a copy of his contentions and then instructed him to clock off because he was already in penalty overtime. The union filed this grievance to protest management's actions regarding the conduct of the Formal A meeting. Unable to resolve this grievance through the Informal and Formal A steps of the grievance procedure, the union appealed this grievance to Step B.

The union contends management violated Article 15 of the National Agreement when they failed to cooperate fully with the steward in an effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents on the day of the Formal A. The Union also contends management failed to abide by numerous previous DRT decisions regarding information and interviews being provided within 72 hours.

The union requests an instructional cease and desist regarding management's failure to provide steward time necessary for the union to write contentions and being able to fully develop the case on the day of the Formal A meeting. The union also requests a cease and desist from management failing to provide documents/interviews within 72 hours. Finally, the union requests a monetary remedy of \$500 for failure to provide steward time on the clock and another \$500 for management's failure to comply with previous DRT decisions regarding management's obligation to allow the steward to provide interviews/information in a timely manner.

Management contends by the DRT remanding the initial grievance there did not have to be an extension as the meeting is not over until the parties have fully developed the file and their respective parts are completed. By that decision they should have continued the next morning because Mr. Blancarte was in penalty overtime. Management also contends by the remand of the initial grievance for both parties to develop the case it removes all possible harm which could have resulted in the initial grievance and removes the grounds for this grievance.

The previous DRT decisions states, "The Formal A meeting is not concluded until both parties have fully developed the file and their respective parts are completed." Management contends this would make the timeline open ended as one party could take days to complete their part of PS Form 8190. This would give the union unlimited power to hold over management as they are the moving force and can just state management did not meet or management did not meet or submit contentions or a reply. This would require every grievance without management's contentions be remanded back from the DRT for both parties to fully develop the case.

Management contends Chief Steward Blancarte was not told he could not complete his contentions; he was informed he could not complete them at the present time. An extension was offered and refused. The DRT decision on the initial grievance states the meeting is not over until "both parties have fully developed the file and their respective parts are completed." Therefore, he could have continued his writing the next day. The union did not request an extension which they could have and had previously done. Both parties signed the PS Form 8190 in question. The union wants a punitive amount of \$1000.00 which management feels is an unjust enrichment.

The DRT reviewed the case file and determined management did not provide sufficient amount of time for both parties to be able to fully develop the case, exchange documents and make copies if unable to resolve the grievance. To eliminate any confusion from the previous remanded grievance, full development of a file should take place by the end of the day on which the Formal A meeting was scheduled, unless both parties have mutually

agreed to an extension. Accordingly, management should schedule the meeting so as to ensure both parties the time necessary to fully develop the file. The Joint Contract Administration Manual (JCAM), on pages 15-5 through 15-7, addresses Formal A meetings. Relevant parts are below, with emphasis added.

Formal Step A

15.2 (c) *The installation head or designee will meet with the steward or a Union representative as expeditiously as possible, but no later than seven (7) days following receipt of the Joint Step A Grievance Form unless the parties agree upon a later date. In all grievances at Formal Step A, the grievant shall be represented for all purposes by a steward or a Union representative who shall have authority to resolve the grievance as a result of discussions or compromise in this Step. The installation head or designee also shall have authority to resolve the grievance in whole or in part.*

15.2 (d) *At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. **The Union representative may also furnish written statements from witnesses or other individuals.** Then Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. **The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Articles 17 and 31.** The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.*

*The Formal Step A meeting must be held between the installation head or designee and the branch president or designee as soon as possible but no later than seven calendar days after the installation head receives the Joint Step A Grievance Form (unless the parties agree to an extension). The parties' representatives at Formal Step A shall have the authority to settle or withdraw grievances in whole or in part. **Both parties must work together** to ensure that each grievance is fully developed.*

*The union representative at the Formal Step A meeting shall discuss fully the union's position, violation alleged, and corrective action requested. Moreover, the union is entitled to furnish written statements from witnesses or other individuals who have information pertaining to the grievance. Both parties are required to state in detail the facts and contract provisions relied upon to support their positions. **The Postal Service is also required to furnish to the union, if requested, any documents or statements of witnesses as provided for in Article 17.3 and Article 31.3.***

15.2 (f) *The Formal Step A decision is to be made and the Joint Step A Grievance Form completed the day of the meeting, unless the time frame is mutually extended. The Union may appeal an impasse to Step B within seven (7) days of the date of the decision.*

Formal Step A Decision. *The parties must make the Formal Step A decision and complete the Joint Step A Grievance Form on the day of the meeting, unless they agree to extend the time limit. Copies of the completed form must be sent to the steward and supervisor who failed to resolve the dispute at Informal Step A. Resolutions and withdrawals at Formal Step A do not establish a precedent unless the parties specifically agree otherwise. If the grievance is resolved, copies of the*

resolution must be sent to the steward and supervisor who discussed the grievance at Informal Step A.

The DRT also determined management failed to provide interviews to the union as requested. Management will provide requested information in accordance with the National Agreement. Articles 17 and 31 state the following in relevant part concerning management's obligations when providing 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:*

- 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).*

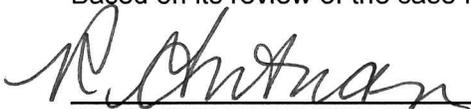
Right to Steward Time on the Clock. *Although a steward must ask for supervisory permission to leave his or her work area or enter another one to pursue a grievance or potential grievance, management cannot "unreasonably deny" requests for paid grievance-handling time.*

Article 31

31.3 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. (Emphasis added)

Based on its review of the case file, the DRT mutually agreed to the decision above.



Robin Gutman
USPS Step B Representative



Jose Portales
NALC Step B Representative

RIO GRANDE DISPUTE RESOLUTION TEAM
10410 Perrin Beitel Road, Rm 1059
San Antonio, TX 78284-9608
PHONE 210-368-1760, 210-368-1784, FAX 210-368-8525

cc:

Area Manager of LR, Southern Area
NALC NBA, Region 10
District Manager, Rio Grande District
Manager, HR, Rio Grande District
Manager, LR, Rio Grande District

Postmaster
NALC Branch President
USPS Formal A Representative
NALC Formal A Representative
DRT File

Grievance File Contents

PS Form 8190
Union Contentions (14 pgs)
DRT Remands (8 pgs)
Carrier Statements (5 pgs)
Management Contentions (2 pgs)
Extensions (8 pgs)

Previous PS Form 8190 (42 pgs)
Interview Questions (5 pgs)
Ps Form 3971
Information Request (2 pgs)
Formal A Request
Previous DRT Decisions (400 pgs)

Payout Request History for Grievance
19039690

[HELP](#)

no data

<p><u>Not Processed By Payroll</u></p> <p><input checked="" type="checkbox"/> New (Not yet sent to Payroll)</p> <p><input checked="" type="checkbox"/> Pending (Not back from Payroll)</p> <p><input checked="" type="checkbox"/> Submitted (Received acknowledgment from Payroll, awaiting processing)</p>	<p><u>Payroll Processed</u></p> <p><input checked="" type="checkbox"/> Paid (Back from Payroll without error)</p> <p><input checked="" type="checkbox"/> Payroll Error (Back from Payroll with error)</p>
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New, Pending and Submitted Requests

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested	
New		1	\$75.00	VELASQUEZ	PETE	0642	PP22 FY2018	KMGQXV	01/18/2019	<input type="button" value=" Deta"/>
New		1	\$75.00	HARRIS	CARLOS	8621	PP22 FY2018	KMGQXV	01/18/2019	<input type="button" value=" Deta"/>
Total New: \$150.00										
Total Pending: \$0.00										
Total Submitted: \$0.00										

Paid and Errors from Finance

Status	Error or Warning	App Seq	Request Amount	Amount Paid	PP Paid	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested
No Data											
Total Paid: \$0.00											
Total Error: \$0.00											