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DS



STEP B DECISION

Step B Team:
USPS:
Rene Benavidez
NALC:
Karrie Blough

Decision: **RESOLVE**
USPS Number: **G06N-4G-C 1233 1001**
Grievant: **Class**
Branch Grievance Number: **421-609-12**
Branch: **421**
Installation: **San Antonio**
Delivery Unit: **Laurel Heights**
State: **Texas**
Incident Date: **08/28/12**
Date Informal Step A Initiated: **09/10/12**
Formal Step A Meeting Date: **09/27/12**
Date Received at Step B: **10/09/12**
Step B Decision Date: **10/12/12**
Issue Code: **17 .3000, 31.2000**
NALC Subject Code: **505006**

District:
Rio Grande

Formal A Designees:
USPS: **A. Pena**
NALC: **J. Blancarte**

RECEIVED
OCT 18 2012

ISSUE:

Did management violate Articles 3, 5, 17, 19, and 31 of the National Agreement when Laurel Heights management did not provide documentation within 72 hours for grievance 421-576-12? If so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file did evidence a violation for failure to provide documentation to the union in a reasonable period of time. Management will abide by the contract and prior settlements concerning information requests from the union. See DRT Explanation.

EXPLANATION:

The Union contends that management failed to act in good faith to provide documentation as requested. Management has an obligation to act in accordance with regulations set forth in the various handbooks and manuals provided to the Postal Service. The supervisor has been through this process on many occasions, and the lack of respect for the National Contract was most recently addressed at Laurel Heights with another supervisor in grievance number 421-287-12.

When management makes no attempt to provide information requested on 09/10/2012, it proves that Laurel Heights management will not work in good faith. The supervisor did not abide by the DRT decisions when he chose not to provide any information at all. The Informal A request for documentation dated 08/25/2012, requested a copy of the discipline in Carrier Blancarte's personnel file and a copy of the report sent to the postal inspectors for the lost key on route # 1206. On 09/12/2012, the email stating that the key was reported lost was provided; this was 18 days after the original request.

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The first response to this same request was dated 09/07/2012, stating that this was sent via email and the email is no longer available due to Microsoft program that purges all emails after 30 days. This is another attempt by management to not work in good faith. Once the request to interview the Postal Inspector was made, the email miraculously appeared. While management has the right to "manage" it has to do so in accordance with all applicable handbooks and manuals.

This is occurring in other grievances filed by the union and will be addressed through other government agencies. The union requests as a remedy that management cease and desist from violating the union's right under Article 15, 17, 19 and 31 of the National Agreement. The union further requests that management will provide requested information within the 72 hours and if management requires an extension, it will be in writing and approved by the stewards at Laurel Heights. The union also requests that Carrier Blancarte be compensated \$10.00 dollars for everyday beyond the 72 hours for a total of \$300.00 or otherwise make whole.

Management contends they are not purposely attempting to delay or deny the steward any information requested. Management argues that the union has no valid proof that the supervisor is choosing to delay information to the union. The Microsoft system automatically purges emails after 30 days and the email to the Inspection service was not saved in a folder. We provided this information to Blancarte but he refused to acknowledge and said we refused to provide it.

When another RFI was submitted to interview the Postal Inspector, we discovered that they did have a copy of the email sent by management regarding the lost key. We then advised them through Labor that we needed a copy of the email so we could provide it to the union. The email copy was sent to us and we provided it to Blancarte. The outcome of the letter (email) to the Inspection Service had absolutely no bearing on any possible outcome for the grievance listed in his issue statement.

Management feels Blancarte has made this a personal attack on the supervisor and the manager and Blancarte knows this email would have no effect on the outcome of the decision for his corrective action. The email does not excuse him from the seven day suspension in anyway, therefore it did not "cripple" his ability to investigate or settle his original grievance. The email is very brief and only notifies the Inspection Service that an arrow key was lost on 07/25/2012, and that as of 17:03 it had not been located. All of this by the steward to simply confirm what he already knew which was that he had lost his arrow key.

On July 11th and 12th a standup was conducted regarding arrow keys from the inspection service where it discussed the reasons to account for arrow keys and the obligation by the employee's to secure it to their belt at all times while on duty. It also included the responsibility by management to notify the Inspection which management did. Management argues that the steward claims he did not receive two (2) pieces of information from his RFI's however that is not true; management requested the relevancy of his request and after he elaborated his relevancy, the Inspection service was notified and he was provided his interview and the copy of the email that was sent to them.

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With regard to his previous discipline request, his request was fulfilled via the DAP (LR-1) and again in the form of his seven day suspension which the supervisor thought was a continuation of item #1 and what the steward was requesting. Once the steward explained that they were two different things the supervisor provided a Form-13 explaining his position and answering the request, however, Blancarte refuses to sign for this Form-13. Management states that the steward does not separate his items requested and continues writing into the other line and management cannot distinguish between where one item ends and the other begins.

The issue surrounding any other live discipline as part of the request is answered in management's DAP (LR-1) question 4h, no previous discipline where we annotate N/A. Management further points out that Blancarte tries to deceive everyone with his tactics by submitting his request for an Informal A with the documentation provided section being blank. Additionally, he also writes that he did not receive item #4 however this is a continuation of number 3. These tactics are uncalled for.

The labor charges filed by Blancarte are uncalled for, and they can easily be explained but Blancarte only sees things one way and that is his way and everything else is a failure by management according to Blancarte. The other labor charge refers to logs he was requesting for lost or missing COD's, stamps by fax, or Postage due, these logs don't exist, and management cannot produce something that doesn't exist. So, why file a labor charge. The union was notified by way of a letter from the Manager of Human Resources and the District Manager to notify them if there was any delay in getting requested information. This was put out to avoid there being any Labor charges filed, Blancarte has not afforded his own union president the opportunity to be notified and he has bypassed this request and filed labor charges.

This issue could be easily resolved and explained, but Blancarte refuses to follow any instructions or guidance from anyone but himself. Management states that the email being requested was automatically purged through no fault of their own, the logs he requested a copy of simply do not exist and since these are easily explained but the steward refuses to accept the facts management cannot agree to any cease and desist or agree to pay any monetary award.

The DRT determined that there was a violation of Articles 17 and 31 when management failed to provide documentation within a previously agreed upon period of time. The documentation request was received by management on August 25, 2012. The union asked for copies of the active discipline on his file and a copy of the report/email sent to the Inspection service. Eleven days later, management provided the union with a Form 13 explaining that the report sent to the Inspection service was no longer retrievable. As for the request for copies of active discipline on file, management provided a Form-13 on the third day 08/29/2012, explaining that the active discipline on file was provided for in the seven day suspension and after further understanding of your request the seven day is the only live discipline on file.

While it is understandable that there may be extenuating circumstances on occasion that would necessitate additional time to gather requested documentation, the amount of time taken in this instant case was considered unreasonable. Management is responsible for providing documentation and time within the parameters of the contract and, as in this case, according to prior settlements. Simply answering those requests

three days after the request is submitted by telling the union when the information will be provided, does not satisfy the intent of the agreement by the parties as stipulated in prior settlements.


Rene Benavidez
USPS Step B Representative


Karrie Blough
NALC Step B Representative

Grievance File Contents:

PS Form 8190	Copy Email to Inspector, 3pp
Union Contentions, 2pp	Copy Harris Letter
Previous Informal A Resolution	Mutual Extensions, 3pp
Previous DRT Decisions, 7pp	Copy DAP, 3pp
Form-13 09/07/2012	Harpel Statement
Form-13 08/28/2012	Copy RFI 08/25/12, 3pp
Form-13 09/01/2012	Copy RFI 08/27/12
Blancarte Response, Logs	Copy RFI 09/04/12
Form-13 09/07/2012, 2pp	Copy RFI 09/10/12, 2pp
Form-13 09/12/2012	Union Additions and Corrections
Form-13 09/13/2012	Management Contentions, 3pp
Form-13 09/05/2012	Request for Formal A
Informal Step A Request	

cc: **Manager, Labor Relations, Southwest Area**
District Manager, Rio Grande District
NALC NBA, Region 10
Manager, Human Resources, Rio Grande District
Manager, Labor Relations, Rio Grande District
Postmaster, San Antonio
NALC Branch President
USPS Formal A Representative
NALC Formal A Representative
DRT File