



STEP B DECISION

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| Step B Team: | Decision: | <u>RESOLVE</u> |
| USPS: | USPS Number: | G11N-4G-C 1729 3883 |
| Alex Zamora | Grievant: | Class |
| NALC: | Branch Grievance Number: | 421-1023-16 |
| Karrie Kimbrell | Branch: | 421 |
| District: | Installation: | San Antonio |
| Rio Grande | Delivery Unit: | Leon Valley |
| | State: | TX |
| | Incident Date: | 10/16/2016 |
| USPS Formal A: | Informal Step A Meeting: | 11/01/2016 |
| Arnold Pena Jr. | Formal Step A Meeting: | 11/18/2016 |
| NALC Formal A: | Received at Step B: | 11/29/2016 |
| Ricardo Gonzalez | Step B Decision Date: | 12/09/2016 |
| | Issue Code: | 31.2000 |
| | NALC Subject Code: | 505006 |

ISSUE:

Did management violate Articles 3, 15, 17, 19 and 31 of the National Agreement by failing to provide the union with relevant requested documentation in a timely manner and by failing to comply with multiple Step B decisions requiring management to provide requested information within 72 hours? If so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. There was a violation when information was not provided within a reasonable amount of time. Management will comply with the National Agreement and prior precedent setting awards outlining the requirements set forth in providing information to the union. The file did not contain any Step B decisions to support a violation of the union's second stated issue. See DRT explanation.

EXPLANATION:

The grievance concerns a delay in providing requested information to the union and an allegation of a failure to comply with prior Step B decisions concerning providing information.

The union contends management failed to provide the union with documentation within a reasonable amount of time. Step B decisions have held that a reasonable amount of time is 72 hours. A labor charge has been filed due to this failure to provide the information. Management at all levels is aware of this issue in this unit and still deliberately ignores the requests. The union requests management cease and desist these violations and award a \$150 incentive for management to provide all relevant requested documentation to the union within 72 hours.

Management contends the signed agreements in the file are not precedent setting since they are Informal Step A agreements. Articles 17 and 31 talk about a reasonable amount of time, and the union cannot specifically dictate what that is and then turn around and say it now pertains to everything. The steward was told to go to the manager if he had issues getting documentation; he did not do this. Management agrees the supervisors should have been more attentive to the requests and the steward should not have had to wait so long to get the information. Administrative action was taken with the supervisor.

The DRT reviewed the case file and determined there was a violation when providing information to the union was unreasonably delayed. Articles 17 and 31 state the following in relevant part concerning management's obligations when providing information:

Article 17

Steward Rights. Article 17.3 & 17.4 establish several steward rights:

- The right to investigate and adjust grievances and problems that may become grievances;
- The right to paid time to conduct those activities;
- The right to obtain management information;
- Superseniority concerning being involuntarily transferred;

Right to Information. The NALC's rights to information relevant to collective bargaining and to contract administration are set forth in Article 31. This section states stewards' specific rights to review and obtain documents, files and other records, in addition to the right to interview a grievant, supervisors and witnesses.

Steward requests to review and obtain documents should state how the request is relevant to the handling of a grievance or potential grievance. Management should respond to questions and to requests for documents in a cooperative and timely manner. When a relevant request is made, management should provide for review and/or produce the requested documentation as soon as is reasonably possible.

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.

The file evidenced the information was not provided in a reasonable amount of time. The union argued there had been a violation of prior Step B decisions, however did not

