



**RESOLVE**



**STEP B DECISION**

USPS Step B:	Decision:	<b><u>RESOLVE</u></b>
<b>Richard Ketchum</b>	USPS Number:	<b>4G19N-4G-C 2210 1156</b>
NALC Step B:	Grievant:	<b>Jose Hernandez</b>
<b>Jim Ruetze</b>	Branch Grievance Number:	<b>421-0058-22</b>
	Branch:	<b>421</b>
	Installation:	<b>Eagle Pass</b>
Dispute Resolution Team:	Delivery Unit:	<b>MPO</b>
<b>Rio Grande</b>	State:	<b>TX</b>
District Grieving:	Incident Date:	<b>01/03/2022</b>
<b>Texas 3</b>	Informal Step A Initiated:	<b>01/21/2022</b>
	Formal Step A Meeting:	<b>02/03/2022</b>
	Received at Step B:	<b>02/07/2022</b>
	Step B Decision Date:	<b>03/04/2022</b>
	Issue Code:	<b>65.2900</b>
	NALC Subject Code:	<b>600232</b>

**ISSUE:** Did management violate Article 15.3.A of the National Agreement by failing to comply with the prearbitration agreement requiring them to complete a special route inspection on the grievant's route in accordance with Handbook M-39, *Management of Delivery Services*? If so, what is the remedy?

**DECISION:** The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file evidenced the National Agreement was violated. Management failed to inspect and adjust route 5212 in accordance with the signed settlement. Upon receipt of this decision management will take prompt action to comply with the requirements set forth in the October 6, 2021, prearbitration agreement. Management must comply with all grievance settlements in the future. The grievant is compensated a lump sum of \$700.00 for the violation. This payment has been made through GATS at Step B. See the DRT Explanation below.

**EXPLANATION:** The grievant in this case is Jose Hernandez, a full time regular carrier assigned city route 5212 in Eagle Pass, TX with seniority of 03/06/2000. In May of 2021 the grievant requested a special route inspection for his route, but no inspection was conducted. The union grieved that failure and the parties agreed in an October 6, 2021 prearbitration agreement that management must conduct the inspection within 28 days and comply with Handbook M-39, *Management of Delivery Services*, with respect to the inspection and subsequent adjustments. The route appears to have been inspected, but no action was taken afterward to comply with the M-39 handbook.

The union filed this grievance to protest management's failure to honor the terms of the October 6, 2021 prearbitration agreement. Unable to achieve a resolution through the Informal and Formal A steps of the grievance procedure, the union appealed to Step B.

**The union** at Formal Step A contended it has been 120 days since the prearbitration agreement and management has still not complied, meaning the grievant's route is still overburdened. The union maintained the steward requested to interview the management officials who participated in the inspection to determine why it was not completed, but those officials were not made available. The union asserted this was because those inspectors would have confirmed they were only sent there to appease the grievant with no legitimate intent to inspect or adjust his route.

The union requested management fully comply with the prearbitration agreement and provide Steward Jorge Valdez with proof of compliance. The union further requested management cease and desist from violating Article 15.3.A in the future, and the grievant be compensated \$25.00 per calendar day until management fully complies.

**Management** at Formal Step A contended the Officer in Charge (OIC) had just arrived shortly before the Formal Step A meeting and had no knowledge of why the inspection didn't take place as required. Management maintained local management had not completed the inspection, which prompted the district to cancel the inspection. Management further noted the grievant had received no post-inspection consultations and had only been provided the PS Forms 1838-C. Management asserted the union's requested \$25.00 per day remedy was punitive. Management offered that the inspection would be conducted in late February or early March, and there was no malicious intent in canceling the inspection; it was due to a busy peak season.

**The DRT** reviewed the case file and determined management violated Article 15 by failing to inspect and adjust the route in accordance with the prearbitration settlement. The terms of the prearbitration agreement were clear and management's unilateral decision not to follow through on them constituted a violation of Article 15.3.A, which provides:

**15.3.A.** The parties expect that *good faith observance*, by their respective representatives, of the principles and procedures set forth above will result in resolution of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end. At each step of the process the parties are required to jointly review the Joint Contract Administration Manual (JCAM). [Emphasis Added]

Management will conduct the inspection and any subsequent adjustments in accordance with Chapter 2 of the M-39 handbook.

The DRT considered the union's request for \$25.00 per day to be paid to the grievant until management complies with the prearbitration agreement, and determined a lump sum of \$700.00, along with instructions to comply, should have the desired effect of

encouraging contract compliance. Based on its review of the case file, the DRT agreed to the decision and remedy above.



**Richard Ketchum**  
USPS Step B Representative



**Jim Ruetze**  
NALC Step B Representative

**cc:**

LR Manager, Southern Area  
NALC Region 10 NBA  
District HR Manager  
District LR Manager  
USPS Formal A Jesus Carrillo

NALC Branch President  
NALC Formal A Jorge Valdez  
District Manager  
Postmaster  
DRT File

**Grievance File Contents**

PS Form 8190  
Table of Contents  
Request for Informal Step A Meeting  
Request for Formal Step A Meeting  
Union Contentions - 3 pgs  
Prearbitration Agreement  
Prior Step B Decisions  
M-01517  
Article 15.3 Excerpt - 4 pgs  
Random Draw Form  
Union Interview of Grievant  
Table of Contents  
Management Contentions - 2 pgs  
1840-B - 3 pgs

Employee Everything Report - 23 pgs  
Workhour/Workload Report - 2 pgs  
Express Tracking  
3999X – 122 pgs  
3999 – 26 pgs  
DOIS Documents – 11 pgs  
1838-C/3999 Reviews - 13 pgs  
PS Form 1840  
3996 - 8 pgs  
1838-C - 6 pgs  
1838 - 10 pgs  
Observation of Work Methods  
RIMS Reports - 2 pgs

**Payout Request History for Grievance**

22101156

[HELP](#)

<p><b>Not Processed By Payroll</b></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><b>Payroll Processed</b></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>
<p><a href="#">&lt; Back</a></p>	<p><a href="#">Show History</a></p>

**New, Pending and Submitted Requests**

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested	Buttons		
New		1	\$700.00	HERNANDEZ	JOSE	9786	PP2 FY2022	VY5GH0	03/07/2022	<a href="#">Details</a>	<a href="#">Delete</a>	<a href="#">Edit</a>
Total New: \$700.00												
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	Buttons
No Data												
Total Paid: \$0.00												
Total Error: \$0.00												