

DALLAS/TEXAS 1 DISTRICT DISPUTE RESOLUTION TEAM

Stephanie Turner
USPS Representative

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Janine Singleton
NALC Representative



RESOLVED



STEP B DECISION

<u>Dispute Resolution Team:</u>	<u>Decision:</u>	RESOLVED
Stephanie Turner, USPS	<u>USPS Number:</u>	4G 19N-4G-22226417
Janine Singleton, NALC	<u>Grievant:</u>	Jose Hernandez
	<u>Branch Grievance #:</u>	421-0571-22
	<u>Branch Number:</u>	421
	<u>Installation:</u>	Eagle Pass
	<u>Delivery Unit:</u>	MPO
<u>District Grieving:</u> Rio Grande/Texas 3	<u>State:</u>	Texas
<u>District Deciding:</u> Dallas/Texas 1	<u>Incident Date:</u>	04/14/2022
	<u>Informal Step A Meeting Date:</u>	04/22/2022
	<u>Formal Step A Meeting Date:</u>	05/04/2022
	<u>Date Received at Step B:</u>	05/27/2022
	<u>Step B Decision Date:</u>	06/29/2022
	<u>USPS Issue Code:</u>	19.2000/68.2900
	<u>NALC Subject Code:</u>	600232
	<u>Original Step B Received Date:</u>	05/11/2022
	<u>Date Sent to Assisting Team:</u>	05/25/2022

ISSUE: Did management violate Article 15 and 19 of the National Agreement by failing to comply with the Step B decision dated 03/04/2022 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 appropriate remedy?

DECISION: The Dispute Resolution Team (DRT) has mutually agreed to **RESOLVE** this case. The case file shows a violation occurred when management failed to comply with the Step B decision dated 03/04/2022. Notification and supporting information concerning the approved 271.g will be provided by the Formal Step A parties to the Rio Grande/Texas 3 district lead team, in accordance with M-01982, within seven (7) days of receipt of this decision in order for the team to make any needed route evaluations and adjustments.

Management must comply with all grievance settlements in the future. Based on previous Step B non-compliance settlement contained in the file, the grievant is compensated a lump sum of \$700.00 for the violation. This payment has been made through GATS at Step B level.

EXPLANATION: The grievant in this case is Jose Hernandez, a full-time regular carrier assigned city route 5212 in Eagle Pass, TX with the seniority of 03/06/2000. In May 2021, the grievant requested a special route inspection for his route, but no inspection was conducted. The union filed multiple grievances citing management's failure to comply with prior settlements on this issue. Management has not conducted the special route inspection on the grievant's route and continues to be non-compliant regarding this matter. The union filed this grievance in protest to management's failure to comply with the Step B decision dated 03/04/2022. Unable to reach a resolution at the Informal and Formal Step A, the union appealed this grievance to Step B.

The union contends that management failed to comply with the Step B decision dated 03/04/2022. Management has made no effort to conduct a special route inspection on the grievant's route despite the multiple prior settlements requiring them to do so. The union argues that management has no interest in conducting a route inspection or making the necessary adjustments to route 5212 as agreed upon in the prior settlements in this case file. The union argues that management refuses to fulfill their obligation to comply with the previous settlements associated with this instant case. The union is requesting that management comply with Step B decision dated 03/04/2022 and pay the grievant a lump sum of \$3000.00 as an incentive for future compliance.

JCAM, Page 15-1:

15.1 Section I. Definition

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.

JCAM, Page 15-8:

15.3.A

A Step B decision establishes precedent only in the installation from which the grievance arose. For this purpose, precedent means that the decision is relied upon in dealing with subsequent similar cases to avoid the repetition of disputes on similar issues that have been previously decided in that installation.

M-01517 USPS LETTER, May 31, 2002:

SUBJECT: Arbitration Award Compliance

Headquarters is currently responding to union concerns that some field offices are failing to comply with grievance settlements and arbitration awards. While all managers are aware that settlements reached in any stage of the grievance/arbitration procedure are final and binding, I want to reiterate our policy on this subject.

Compliance with arbitration awards and grievance settlements is not optional. No manager or supervisor has the authority to ignore or override an arbitrator's award or a signed grievance settlement. Steps to comply with arbitration awards and grievance settlements should be taken in a timely manner to avoid the perception of non-compliance, and those steps should be documented.

Please ensure that all managers and supervisors in your area are aware of this policy and their responsibility to implement arbitration awards and grievance settlements in a timely manner.

Management contends that they gave the local union a verbal commitment of May 21st for the 271.g. The union argues that management was obligated to have the special route inspection completed by November 3, 2021, according to the pre-arb dated 10/06/2021. This case was appealed to Step B for the third time on 05/04/2022. There is no evidence in the case files that proves that management had any intentions on following through with their "verbal" commitment. Management acknowledges in their contentions that they have not complied with the previous Step B decisions associated with this case. Furthermore, they agree that the 271.g is long overdue. The union argues that there is no excuse for management's defiant actions in this instant case. The union opines that it is obvious what needs to be done and it should not be delayed or prolonged any further as it is a continuous violation that must not go unnoticed. Management's actions or lack thereof, has reached a level of egregious and deliberate. Therefore, the appropriate remedy must be granted.

The DRT determined that management violated Articles 15 and 19 of the National Agreement via M-39, Section 27. Management must comply with all grievance settlements in the future. The following provision is an excerpt from the May 10, 2022, Memorandum of Understanding known as M-01982:

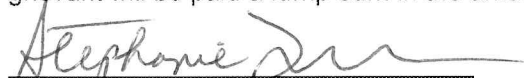
M-01982:

Section 271 of Handbook M-39 may not be used as a means to circumvent the joint route adjustment process outlined in this agreement. Notification of any approved request under Section 271 will be provided to the district lead team who will assign a route evaluation and adjustment team to make any needed route evaluation(s) and adjustment(s). Any data from route inspections conducted pursuant to Section 271 of Handbook M-39, which began prior to the signing of this agreement and have not been adjusted, will be forwarded to the district lead team who will assign a route evaluation and adjustment team to make any needed route adjustments.

M-39 Section 271.g states:

If over any 6 consecutive week period (where work performance is otherwise satisfactory) a route shows over 30 minutes of overtime or auxiliary assistance on each of 3 days or more in each week during this period, the regular carrier assigned to such route shall, upon request, receive a special mail count and inspection to be completed within 4 weeks of the request. The month of December must be excluded from consideration when determining a 6 consecutive week period. However, if a period of overtime and/or auxiliary assistance begins in November and continues into January, then January is considered as a consecutive period even though December is omitted. A new 6 consecutive week period is not begun.

Based on the documentation and arguments in the case file, the DRT mutually agree that the case file shows a violation occurred when management failed to comply with the Step B decision dated 03/04/2022 and when they did not conduct a special route inspection and make the necessary adjustments to the grievant's route 5212. The grievant will be paid a lump sum in the amount of \$700.00 for the violation.



Stephanie Turner
USPS Step B Representative



Janine Singleton
NALC Step B Representative

cc:

Javier Bernal NALC NBA Region 10
Southern Area Labor Relations
Jorge Valdez, NALC Formal A

Eagle Pass Postmaster
Manager HR Rio Grande District
Alfredo Contreras, USPS Formal A

Contents:

Document Description
8190 - Union Contentions – Management Contentions – Previous Settlements – Email Traffic - Formal A Request –Union Requests – END.

Payout Request History for Grievance
22226417

[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	\$700.00	HERNANDEZ	JOSE	9786	PP8 FY2022	TBC75B	06/29/2022	Details
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
No Data											
Total Paid: \$0.00											
Total Error: \$0.00											