



RESOLVE



STEP B DECISION

Step B Team:	Decision:	RESOLVE
USPS:	USPS Number:	4G19N-4G-C 2223 3658
Richard Ketchum	Grievant:	Jessie Camaro
NALC:	Branch Grievance Number:	421-0413-22
Jose Portales	Branch:	421
	Installation:	San Antonio
	Delivery Unit:	Lockhill
Dispute Resolution Team:	State:	TX
Rio Grande	Incident Date:	04/01/2022
Grieving District	Informal Step A Meeting:	No Meeting
Texas 3	Formal Step A Meeting:	05/06/2022
	Step B Received Date:	05/16/2022
	Step B Decision Date:	07/12/2022
	Issue Code:	65.2900
	NALC Subject Code:	600232

ISSUE: Did management violate Articles 15.3.A of the National Agreement and postal policy letter M-01517 by failing to adhere to the previous Informal A settlement regarding back pay? If so, what is the remedy?

DECISION: The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file evidenced a violation. Management will, within 7 days of receipt of this agreement, obtain a copy of the grievant's pay role journal. The Formal Step A representatives will then meet within 14 days of the receipt of this decision and determine if and how much the grievant is still owed from the original \$3100. Management will then process a one-time lump sum payment for the remaining amount through GATS and provide a copy to the union's Formal Step A representative no later than 7 days of the Formal Step A parties meeting. This one-time lump sum payment will include an additional \$100.00 to the grievant for management's failure to comply with the settlement agreement. Management must comply with all settlement agreements. See the DRT Explanation below.

EXPLANATION: The grievant in this case is Jessie Camaro, a full-time carrier assigned to the Lockhill Station in San Antonio, Texas. On September 13, 2021 the Informal Step A representatives settled grievance 421-2265-21 with the agreement stating management "will pay out \$3100.00 by October 15" to the grievant. The grievant stated he has only received \$865.00 of the agreed settlement.

The union filed this grievance to challenge management's decision to not comply with the Informal Step A agreement. Unable to achieve a resolution through Informal Step A and Formal Step A of the grievance procedure, the union appealed to Step B.

The union contends management has not complied with the settlement agreement made on September 13, 2021. Management made no efforts to communicate with the union over

their inability to comply with the settlement. Management's arguments of this grievance being untimely is misplaced, as this is continuing violation.

The union requests management void the previous grievance settlement due to their non-compliance and pay the grievant the full amount of the offence. The union also requests the grievant be compensated an additional \$100.00 to ensure contract compliance.

Management Formal Step A and did not provide contentions.

The DRT reviewed the case file and agreed a violation occurred when management failed to comply with the settlement made on September 13, 2021. The case file was void of any proof that management complied with the agreement and processed the payment by October 15, 2021. The DRT agreed all grievance settlements are binding. The National Agreement provides the following relevant language reflecting the national parties' position on grievances:

*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)*

The Arbitration Award Compliance memo which was signed 05/31/2002 by then Vice President Area Operations Patrick Donahoe M-01517, clearly states in part:

While all managers are aware that settlements reached in any state of the grievance/arbitration procedure are final and binding, I wasn't to reiterate out 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. [Emphasis Added]

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



Richard Ketchum
USPS Step B Representative



Jose Portales
NALC Step B Representative

cc:

LR Manager, Southern Area
NALC NBA
DRT File

USPS Formal Step A: Sarah Hughes
NALC Formal Step A: Jay Davis

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Grievance File Contents:

PS Form 8190

Initial Grievance Settlement 421-2265-21

Time Limits Extension

Epayroll reports (34 pgs)

Union's Contentions

Request to Meet at Formal Step A

Statement from Grievant

AdjustPay Certification (45 pgs)