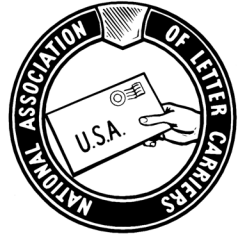


Unity



NALC Branch 3825

We are Rockville, Gaithersburg,
Germantown, GMF, Damascus,
Cabin John, Frederick,
Thurmont, Boonsboro, Brunswick,
Burtonsville and Taneytown

Dare to Struggle, Dare to Win

Volume 40 #2, Summer/Fall 2021

Unity is the 2nd place winner of Newsletter of General Excellence for 2018
and
2000 & 2002 National Award Winner for General Excellence



PRESIDENT'S UNITY ARTICLE AUGUST 2021

\$1934.00 = Largest COLA Ever!!

I want to encourage everyone to read the 456 Grievance Summaries in this issue of Unity and I want to express my appreciation to Mike Shawn for typing up all those summaries. This is the first time in a decade that we have been current with our grievance summaries! Thank you, Mike Shawn! You can see the tremendous amount of work being done by our hard working Shop Stewards. Almost all the discipline being issued has been rescinded and hundreds and hundreds of thousands of dollars have been paid out due to contractual violations. Please thank your Stewards for their continued arduous and diligent efforts to attain contract compliance on your behalf!

In April and May of 2021, we received 98 Pre-arbs signed by our NBA, Vada Preston and Special Assistant to Fred Rolando, Greg Dixon. The total amount paid to our members was \$57,864! Some issues included article 8 Section 5G and the Letter Carrier Paragraph, inequitable distribution of overtime, Untimely Pay adjustments, violations of the Rockville Union Time and Information Policies, etc. We wish to thank Vada Preston and Greg Dixon for their efforts concerning these Pre-arbs.

On June 11, 2021 we had an Intervention meeting at the Frederick Post Office. The behavior of one of the supervisors there was totally unacceptable. His actions towards hard working Letter Carriers were reprehensible and, in fact, dangerous! I want to thank our NBA, Vada Preston, and his Regional Grievance Assistant, Alton Branson, for their unwavering support during this Intervention meeting with Frederick and Area management. It was agreed that the supervisor causing most of the problems would be moved out of supervising City Letter Carriers except on Sundays. The rest of the meeting went fantastic as well.

Steve Klein and Chuck Clark have been doing some exceptional grievance work. Of particular note, they have escalated the remedy for NON-ODL's to an additional 100 percent for each hour of article 8 Section 5G violation in the town of Burtonsville. This means the NON-ODL's are making \$60 per hour of violation! And, the ODL's are making overtime or penalty pay as applicable. This means for each hour of violation, it is costing the Postal Service between \$105 to \$120 per hour of violation!

Steve Klein and Chuck Clark have also won an escalating remedy for violations of M-01915 in the city of Gaithersburg. They are winning 3 hours of overtime per day for our CCA's improperly moved to another city to carry mail. Management is not to send our CCA's to another city, to the extent possible. Steve and Chuck have already won thousands of dollars for our CCA's improperly sent to other cities to carry mail! Incredible work Steve and Chuck! I would like to point out that we are not just trying to win money from management. We are trying to find a remedy that will force management to comply with the spirit and intent of M-01915 and stop forcing our CCA's to travel to other cities to carry mail.

Here are some of the highlights of our current contract; Some Carriers are projected to get more than \$12,000 in pay increases over the life of this 3 year and 8-month contract! Most Carriers are projected to get a salary increase of more than \$7,000 if hired prior to January of 2013 and projected to get a salary increase of more than \$11,000 if hired after January of 2013. Of course, this ultimately depends on the rate of inflation and our COLA's. All City Letter Carriers will receive the following general wage increases: Effective November 23, 2019 1.1% paid retroactively (2.1% for CCA's), effective November 21, 2020 1.1% paid retroactively (2.1% for CCA's), effective November 20, 2021 1.3 % (2.3% for CCA's) and effective November 19, 2022 1.3% (2.3% for CCA's.)

Also, Career Carriers will receive seven COLA's (cost of living adjustments.) The first COLA was \$166 annually effective February 29, 2020, paid retroactively. The second COLA was \$188 annually effective August 29, 2020, paid retroactively. The third COLA was \$416 effective February 27, 2021 paid retroactively. The fourth COLA is **\$1934** as of July 31, 2021! So far in our new contract, COLA's have amounted to \$2,704! And, we will receive 3 more COLA's between now and March 2023! The retro-pay is scheduled to be in our August 20, 2021 paychecks.

Another great Union achievement in this contract is the new 24-month automatic conversion of CCA's to career status (PTF's.) This will establish their retirement date and seniority in their respective installations. Conversions to career status was effectuated by May 8, 2021 or the first day of the third full pay period that follows the date on which a CCA achieved 24 months of relative standing in the future. CCA's converted pursuant to this provision will not have to serve a probationary period, since they will already have successfully completed one 360-day term as a CCA.

Some other noteworthy provisions include protecting us from sub-contracting out our work and providing us with no lay-off protection after six years of service as a career employee. No later than 60 days from March 8, 2021 MSP's (managed service points) will be removed from our routes. MSP points have now been removed from most of our units. If not, a grievance should be filed immediately. This is huge! Missed MSP points have led to hundreds of disciplinary actions against our members! We are glad to see this MSP nonsense ended. Article 41 Section 2C is modified to include language that relative standing lists, in addition to seniority lists, must be updated and posted in each office during the months of July and January. We got improved language concerning Leave Sharing and the MOU titled Full-time Regular Opportunities-City Letter Carrier Craft. This allows regulars to transfer as regulars and not have to start over as a PTF!

Unfortunately, state legislatures are passing hundreds of laws making it harder for some people (mostly black and brown people) to vote. There is an important bill before Congress called FOR THE PEOPLE ACT. If

enacted, this bill would stop gerrymandering (manipulate the boundaries, of an electoral constituency, so as to favor one party or class.) The bill would also implement automatic voting registration, make it easier to vote by promoting early voting and mail-in voting, stop the purging of voting rolls, stop imposing strict voter ID requirements that disproportionately affect voters of color, stop cutting the number of ballot drop boxes to ease the long lines to vote and stop making it a crime to offer someone a bottle of water who has waited in a long line, etc. Please see Mike Shawn's article on these laws that restrict voting on page 4.

Please visit our web site set up by Union Brother Chuck Clark at (WWW.NALC3825.COM). We now have more than 317,800 hits! We have important information concerning COVID-19, EFEL (EMERGENCY FEDERAL EMPLOYEE LEAVE) and lots of information on CCA rights and benefits. We have added important Step B decisions, Formal A settlements as well as arbitration decisions and some contentions. You can look at the number of stops on every route in the country, the average income per delivery on a particular route, maps for each route and much more information.

IN THE STRUGGLE,

Kenneth Lerch
President NALC 3825

Editor's Note: In addition, all of the "Big Mou's", that is M-01910, M-01913, M-01915, M-01916 and M-01941, have been extended through 9-30-2021 with the signing of the new MOU M-01958. These are the MOU's dealing with COVID-19 issues.

Alone we can do so Little,
Together we can do so much

-Helen Keller



enhance right wing representation. The results were clear: for instance in Texas in 2012, Republicans got 58% of all of the votes cast in Texas' 36 congressional districts, but they won 67% of the districts. Six years later, the Republican total vote share dropped to just over 50%. But they still won nearly two-thirds of Texas's congressional districts. This has only gotten worse with time, despite widespread citizen outrage at these methods. The census numbers recently released show an increase in Texas of "left leaning" voters, yet we already hear Texas Republicans boasting about how they will create voting maps to stop these voters from getting their just representation.

As I noted in our last issue's column, Voting Rights is probably the most important issue facing our country today. As of August, the House of Representatives has been holding hearings on H.R. 4 – the John Lewis Voting Rights Act – which essentially would restore Section 5 of the Voting Rights Act. What is that you might ask? It is the provision which required jurisdictions with "a history of race-based discrimination" to get approval from the federal government before changing their election laws. This practice was known as preclearance.

In the 2013 Supreme Court case "Shelby v. Holder" the Republican majority on the Supreme Court, led by John Roberts, essentially reasoned that because Section 5 had worked (essentially stopping discriminatory voter laws) it was no longer needed. It should be noted that John Roberts career prior to his ascension to the Supreme Court had been devoted to overturning civil rights legislation such as the Voting Rights Act. While the late, great Justice Ginsberg pointed out "throwing out preclearance when it has worked and is continuing to work to stop discriminatory changes is like throwing away your umbrella in a rainstorm because you are not getting wet." Predictably, Republican legislatures across the country immediately began to pass voter suppression laws. That has become even worse following the 2020 election, with proposals (some not yet passed) from Republican legislators which would allow legislatures (R) to overturn elections they disagreed with (to be fair, this language was removed from the Texas proposals), proposals to allow "poll watchers" to interfere with voters, restrictions on early voting and mail in voting (perceived to be "left-leaning"), as well as more restrictive voter ID laws generally targeting people perceived to be left leaning (People of Color, Young People, etc.).

With the 2020 census numbers being completed, re-districting will now occur. What this means is the apportionment of representatives to population will change, with states that have lost population losing House of Representative legislators, and states that have gained doing the opposite. In theory, this is a fair process. Sadly, in practice, it is subject to what is known as "gerrymandering", which in most states is controlled by the political party that has the majority in the legislature. For instance, in 2010, because most state legislatures were controlled by Republicans, they were able to successfully create maps to

This is why it is imperative that we as letter carriers and citizens support the passage of H.R. 4 (The John Lewis Act) and H.R. 1 (the For the People Act) which is now awaiting action in the Senate. These acts would expand voting rights and return the tools to the Justice Department to fight discriminatory laws. You should be contacting your representatives in Congress to let them know how imperative it is that Voting Rights be protected and yes, expanded. Sadly, currently the Republican Party as an institution has proven itself hostile to democracy (note its' overwhelming support for overturning the free and fair election of 2020, and it's support of the leader of the January 6 insurrection), incapable and unwilling to protect the public health of the nation (see the opposition to the Affordable Care Act, opposition to COVID health protocols, etc) and certainly hostile to Union and Worker rights.

A functioning democracy depends on good faith bargaining between all parties (much like labor/management negotiations). Ideally, if these laws are passed and enacted we will be able to convince the majority of Republicans it is in the nation's best interest that all voters interests are represented, and they will stop gaming the system and rely on the merits of their positions.

Finally, I would like to note the passing of AFL-CIO President Richard Trumпка. Mr. Trumпка, who worked in the coal mines as a young man and was elected as the youngest ever President of the Coal Miners Union at age 33, was a great Union advocate, fighting for workers rights and supporting progressive policies throughout his life. His fierce voice will be missed.

Mike Shawn,

Editor,
Branch 3825

VP's Report

Maximum Workhour Limits

by Chuck Clark



Article 8.5.G of the National Agreement restricts the daily and weekly workhours of Overtime Desired List Letter Carriers and Work Assignment List carriers to 12 workhours in a day and 60 hours in a week except for the recognized December exclusion period.

PTF and CCA carriers are limited to a maximum 11.50 workhours each day, including December.

Article 8 provides additional restrictions and protections for Non-ODL carriers from working over 10 hours a day or working overtime on more than 4 days in a service week. As stated in Article 8.5.F: "Excluding December, no full-time regular employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a non-scheduled day, or over six (6) days in a service week."

And on page 8-14 of the July 2021 NALC-USPS Joint Contract Administration Manual (JCAM): "Management must seek to use all of the following to provide auxiliary assistance" (to a Non-ODL carrier working overtime on their own route):

- PTFs at the straight-time or regular overtime rate
- CCAs at the straight-time or regular overtime rate
- available full-time regular employees such as unassigned or reserve regulars at the straight-time rate
- full-time carriers from the ODL at the regular overtime rate

So why are so many ODL, Non-ODL, PTF and CCA carriers working in violation of these contractual limits?

A CCA in Gaithersburg, MD was assigned to work in a Baltimore office for over four weeks in June and July. His daily workhours exceeded 11.50 hours on twenty of the twenty-six days he was working there and included daily hours of 14.25, 14.17, 14.15, 13.92, 13.72, 13.66, 13.59, 13.54 and 13.46 hours. How does someone work hours like these without suffering some negative physical or emotional consequence? This CCA carrier had barely 10 hours remaining in his day to drive home, have dinner, visit with his family, sleep, get ready for work the next day and drive to work.

A study conducted by the Centers for Disease Control and Prevention in 2004 titled, *Overtime and Extended Work Shifts: Recent Findings on Illnesses, Injuries, and Health Behaviors*, found that working extended hours results in among other things, higher rates of illness, injury and death. A World Health Organization study covering 194 countries found that working 55 or more hours a week led to increased heart disease and the authors wrote; Long work hours are "the largest of any occupational risk factor calculated to date." All carriers know their job carries the risk of repetitive stress injuries and working longer hours increases those risks even more so.

The Employee and Labor Relations Manual (ELM) in section 432.32 states: "Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the postmaster general (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled workhours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours."

Article 8.5.F and 8.5.G is the "labor agreement" exception and requires carriers on the ODL to work up to 12 hours in a day and 60 hours in a week, limits Non-ODL carriers to 10 hours in a day a maximum 4 overtime work-days a week. PTF and CCA carriers are restricted to working no more than 11.50 hours a day.

The July 2021 JCAM page 8-19: "Maximum Hours—60 Hour Limit. National Arbitrator Mittenthal ruled in H4N-NA-C 21 "Fourth Issue," June 9, 1986 (C-06238) that the 12-hour and 60-hour limits are absolutes—a full-time employee may neither volunteer nor be required to work beyond those limits. This rule applies to all full-time employees on the ODL or Work Assignment List except during the Penalty Overtime Exclusion Period (December)."

...(T)he parties agree that excluding December, once a full-time employee reaches 20 hours of overtime within a service week, the employee is no longer available for any additional overtime work. Furthermore, the employee's tour of duty shall be terminated once he or she reaches the 60th hour of work..."

The July 2021 JCAM page 8-21 addresses further agreement to limit the required workhours for Work Assignment List carriers: "Full-time letter carriers who sign the Work Assignment List are considered to be available for up to 12 hours per day on regularly scheduled days. However, the Work Assignment Agreement recognizes that it is normally in the parties' best interests not to require employees to work beyond 10 hours per day, and managers should not require work assignment volunteers to work beyond 10 hours "unless there is no equally prompt and efficient way to have the work performed." Management may assign an employee from the regular ODL to work regular overtime to avoid paying penalty pay to a carrier who has signed for Work Assignment overtime."

We can see there are numerous contractual protections available to limit the mandatory hours that carriers are required or permitted to work. We also know that these protective provisions are frequently, and in some cases repetitively violated.

There are numerous contractual protections available to limit the mandatory hours that carriers are required or permitted to work. However, these protective provisions are frequently, and in some cases repetitively violated.

The July 2021 JCAM addresses some of these violations with specific remedies.

Remember that Arbitrator Mittenthal ruled that the 12 hour and 60 hour limits "are absolutes" and no full-time employee may volunteer or be required to work beyond those limits.

The JCAM page 8-19: "...once a full-time employee reaches 20 hours of overtime within a service week, the employee is no longer available for any additional overtime work. Furthermore, the employee's tour of duty shall be terminated once he or she reaches the 60th hour of work..." "Arbitrator Mittenthal ruled that an employee sent home in the middle of a scheduled day, because of the bar against employees working more than 60 hours in a service

continued on page 5

continued from page 4

week, is entitled to be paid for the remainder of his or her scheduled day.” (emphasis added)

The JCAM page 8-19 includes: “The parties agree that with the exception of December, full-time employees are prohibited from working more than 12 hours in a single work day or 60 hours within a service week. In those limited instances where this provision is or has been violated and a timely grievance filed, full-time employees will be compensated at an additional premium of 50 percent of the base hourly straight time rate for those hours worked beyond the 12 or 60 hour limitation. The employment of this remedy shall not be construed as an agreement by the parties that the Employer may exceed the 12 and 60 hour limitation with impunity.” (emphasis added)

You can see from this language that the expectation of the parties is that working beyond the 12/60 hour limits would be in “limited instances”. But what happens when these instances are not limited? The parties addressed that when they stated their remedy doesn’t allow the employer to exceed the 12/60 limitations with “impunity”. This means the parties agreed remedy for violations of the 12/60 limitations doesn’t mean these workhour limitations can be violated on a more than a “limited instance” without additional remedies being imposed.

Remedies for violating the 10 hour and no more than 4 days of overtime limits for Non-ODL carriers found in Article 8.5.F and the ELM 432.32 language that restricts PTF and CCA carriers to a maximum of 11.50 hours in a day, are not addressed in the JCAM. Repeated and deliberate violations should be addressed with appropriate escalating remedies.

We know the physical and mental toll that working excessive hours can have on us and there are tools in the JCAM to address these workhour violations.

Chuck Clark
Vice-President
cclark33@gmail.com



NALC
100 Indiana Ave. NW
Washington, DC 20001

U.S. Department of Labor
Office of Workers' Compensation Programs
Washington, D.C. 20210



from
President
Rolando

Dear NALC Branch President,

During the course of the coronavirus pandemic, over 16,000 letter carriers have tested positive for COVID-19. At this time, approximately 1,000 of those letter carriers have filed claims with the Office of Workers' Compensation Programs, OWCP.

We are sending you this letter to let you know of important changes to the way claims for COVID-19 are being processed by OWCP and why your branch members who have had a positive COVID-19 diagnosis should consider filing a claim.

The American Rescue Plan Act of 2021 that President Biden signed on March 11, 2021, makes it much easier for federal and postal employees diagnosed with COVID-19 to have a claim accepted under the Federal Employees' Compensation Act (FECA).

If a letter carrier (who comes in contact with coworkers or members of the public) was previously diagnosed with COVID-19, or even if they believe they just had a mild case of COVID-19, they should consider filing a COVID-19 FECA claim now - even if they have fully recovered and/or had an asymptomatic infection.

The long-term effects of COVID-19 are relatively unknown-- getting a claim accepted will protect your members who may suffer medical and financial impacts in the future. In the event they develop a consequential injury, impairment or condition later as a result of their coronavirus infection, timely filing a claim now will facilitate the processing of any future claim for any such consequential condition or impairment.

The attached flyer is available on the NALC website. The NALC and OWCP are ready to assist any NALC members who are ready to file a claim.

Sincerely,

Fredric V. Rolando
President, National Association
of Letter Carriers

Antonio A. Rios
Director, Federal Employees', Longshore
and Harbor Workers' Compensation | OWCP

Did you hear it's Easier to File a FECA Claim for COVID-19 now?

The American Rescue Plan Act of 2021 that President Biden signed on March 11, 2021, makes it **much easier** for federal workers diagnosed with COVID-19 to establish coverage under the Federal Employees' Compensation Act. To establish a COVID-19 claim, you simply need to establish that you are a "covered employee," meaning that:

1. **You were diagnosed with COVID-19.** Specifically, you were diagnosed with COVID-19 while employed in the Federal service at any time during the period of January 27, 2020 to January 27, 2023; and,
2. **Your duties include any risk of exposure.** Specifically, within **21** days of your diagnosis of COVID-19, you carried out duties that—
 - a. required contact with patients, members of the public, or co-workers; or
 - b. included a risk of exposure to the novel coronavirus.



What Does the Change in the Law Mean?

1. **You are only required to establish that your duties included a risk of exposure to COVID-19.** You do not have to prove you were engaged in high-risk employment; that you were actually exposed to the virus; or that you were exposed to someone who had the virus while performing your duties.
2. **If you establish that you are a "covered employee," any diagnosed COVID-19 will be deemed to have been proximately caused by your Federal employment.** You no longer have to establish a causal link between your employment and your COVID-19 diagnosis.



What to Do:

You can quickly and easily file a **CA-1** Claim for COVID-19 through the Employees' Compensation Operations and Management Portal (ECOMP). You can access ECOMP at ecomp.dol.gov. If you have never used ECOMP, you can [view this instructional video](#) to learn how to register for an ECOMP account, [and this video](#) to learn how to file a COVID-19 claim. If you don't have access to a computer, contact your supervisor.



Why File Now? What if I Think I Am OK?

If you were previously diagnosed with COVID-19 or even if you believe you just have a mild case of COVID-19, you should consider filing a COVID-19 FECA claim **now** even if you have fully recovered and/or had an asymptomatic infection.

- In the event you develop a consequential injury, impairment or illness later as a result of your COVID-19 diagnosis, timely filing your claim **now** will facilitate the processing of any future claim for any such consequential condition or impairment.
- If you wait until you experience a consequential injury or illness to file your COVID-19 claim, your claim may be subject to time limitation and you will have to establish **both** the initial COVID-19 claim and the consequential condition claim before benefits can begin.



OFFICE OF WORKERS' COMPENSATION PROGRAMS
UNITED STATES DEPARTMENT OF LABOR

*Report from the NALC
Regional Workers' Compensation Assistant,
Region 12 and 13*

Kristin Williams



We may all be grateful we endured 2020 – working long hours, a divisive election, loss of loved ones, new leadership within the Postal Service, and COVID-19. The coronavirus was not an unknown virus, but the emergence of COVID-19 in humans is something scientists are still trying to fully understand. The medical community learns more every day about transmissibility, variants, and treatments.

Whether you believe that COVID-19 came from a bat or a lab, we can all agree that the virus has the potential to wreak havoc on the human body. We do not know for sure if there will be any long-term effects of COVID-19 on the body. We may hope there will be none, but more and more cases of the COVID-19 long-haulers syndrome and post-COVID conditions emerge every day. “Post-COVID conditions are a wide range of new, returning, or ongoing health problems people can experience four or more weeks after first being infected with the virus that causes COVID-19.”

These post COVID-19 conditions can occur even if you originally experience mild symptoms after a COVID-19 infection. Some of my family members have lingering breathing issues, and one relative received a pacemaker as a result of COVID-19's effect on his heart. I have talked with some of our Postal Service brothers and sisters who have ringing in the ears, vision loss, and diabetes (due to steroid use) caused by the COVID-19 infection.

Since last April, I have spent a portion of my time assisting over 90 NALC members with filing Office of Workers' Compensation Programs (OWCP) claims with the Department of Labor (DOL). This is only about .5% of the total membership I represent who contracted the virus. The original process took months before OWCP accepted a claim for COVID-19 as work-related.

However, in March 2021, President Biden signed the American Rescue Plan Act (ARPA) making the process for proving a COVID-19 infection for federal employees as work-related as simple as filing a form and submitting a test result. The law establishes that federal employees who have contact with their coworkers and the public risk exposure to COVID19 due to the work they perform. ARPA considers federal employees who test positive for COVID-19 within 21 days of their work duties “to have an injury that is proximately caused by employment.”

Since ARPA's enactment, OWCP updated their Employees' Compensation Operations and Management Portal's (ECOMP) employee dashboard to include a special CA-1 for COVID-19 exposure. By answering a few questions and submitting verification of a positive test result, a letter carrier can have peace of mind that if there are long-term effects that we do not yet know of, they will still be protected.

A three-year time limit applies for filing a claim, but anyone infected between January 27, 2020, and January 27, 2023, can still file under the new law. Filing an OWCP claim entitles the employee to wage-loss compensation and medical benefits if they develop an illness caused by their contraction of the COVID-19 virus in the future.

The NALC and OWCP have joined together to inform carriers about the importance of filing a claim. In July 2021, President Fred Rolando and Director of DFELHWC Antonio Rios signed a joint statement about our partnership and outreach effort. Due to the uncertainty of COVID-19, letter carriers who tested positive are encouraged to contact their National Business Agent's (NBA) office for a referral to the Regional Workers' Compensation Assistant (RWCA) for assistance with filing an OWCP claim.

Kristin Williams
NALC Regional Workers' Compensation Assistant,
Region 12 and 13

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Unity is the official newsletter of NALC Branch 3825. The purpose of this newsletter is to inform and educate our members, as well as provide a forum to exchange ideas and concerns. Articles in *Unity* do not necessarily reflect the views of the editor or this branch.

Directions to the Union Meeting

Rockville Senior Center
1150 Carnation Dr.
Rockville, MD



1495 to 270N
exit Rt. 28 (W.
Montgomery Ave).
Go straight through
the light at top of
ramp - you are now
on Nelson Ave. Turn
left at stop sign
onto Crocus Dr. At
end of road turn
left on Carnation
Dr.
Proceed to Senior
Center.
Meetings are held
the first Wednesday
of the month at
7:00 p.m.

Branch 3825 Stewards

Chief Stewards

1. Ken Lerch
2. Chuck Clark
3. Shearly Shawn
4. Vacant
5. Kevin Abernathy
6. Sergio Lemus
7. Robert Weisner
8. Chuck Clark
9. Dave Savell

Rockville
Gaithersburg
Germantown
Pike
Potomac
Rockville Main
Twinbrook
Frederick
Diamond Farms

Stewards

1. Shearly Shawn
2. Robert Weisner
3. Theo Anthony
4. Steve Klein
5. Dave Savell
6. Viktor Fraker
7. Steve Klein

Rockville Main
Potomac
Pike Annex
GBurg/ Main
Mont-Village
Damascus
Diamond Farms
Burtonsville
Brunswick
Boonsboro
Taneytown
Thurmont
Twinbrook
Frederick
Derwood

8. Mitch Reissman

9. Consandra McCallum
10. Zeodiann James
11. Sergio Lemus

Alternates

1. Mathew Ackah
2. Steve Klein
3. Dave Savell
4. Viktor Fraker
5. Shanelle Lewis
6. Cassandra Archie-Evans
7. Jose Ortega
8. Brett Jones
9. Melissa Limage
10. Sherrone Lowery
11. Walter Peralta
12. Monica Rodriguez
13. Melissa Evans

Diamond Farms
Mont/ Village
Gburg Main
Frederick
Derwood
Twinbrook
Twinbrook
Pike Annex
Pike Annex
Pike Annex
Potomac
Rockville Main

These are your representatives on the workroom floor and your advocates. Support them so they can support you!

Grievance Summaries

The following 456 Grievances summarize the results of our local Union's efforts to represent our members in the grievance procedure, and include settlements from Informal A, Formal A, Step B, Pre-Arbitration and Arbitration.

Brunswick

1. 16-21-MR602. Informal Step A. The 14 Day Notice of Suspension for "Safety Violations" (running 2 Stop Signs, pulled over by police, failure to display a license, etc) is reduced to a 7 Day Suspension with a retention period of one (1) year at which time it will be removed from the Grievant's OPF. Furthermore, the Grievant will attend remedial driver's training to be completed within six weeks of this settlement.
2. 16-21-MR601. Informal Step A. The Grievant was issued an Emergency Placement of 7 Days for the issue described above: CCA, will be paid 4 hours per day for each day she was in a no pay status.

Burtonsville

1. 66-21-CC15. Informal Step A. Management violated Article 8.5.G of the National Agreement when Non-ODL carriers were forced to work off their assignment in an overtime capacity while the ODL was not maximized to the 12/60 hour requirements. To resolve the issue, 2 Non-ODLs are paid at 100% their regular rate of pay for all hours worked off their assignment (2.89 hours = \$91.55) and one ODL is paid at his applicable overtime rate for the hours he should have worked (\$113.92).
2. 66-21-CC13/14. Informal Step A. Management violated Article 8.5.G of the National Agreement when Non-ODL carriers were forced to work off their assignment in an overtime capacity while the ODL was not maximized to the 12/60 hour requirements. To resolve the issue, 2 Non-ODLs are paid at 100% their regular rate of pay for all hours worked off their assignment (3.21 hours = \$103.78) and one ODL is paid at his applicable overtime rate for the hours he should have worked (\$149.77).
3. 66-21-SK33. Informal Step A. Management violated Article 8.5.G of the National Agreement when Non-ODL carriers were forced to work off their assignment during PP 13-2 in an overtime capacity while the ODL was not maximized to the 12/60 hour requirements. To resolve the issue, 6 Non-ODLs are paid at 100% their regular rate of pay for all hours worked off their assignment (5.34 hours = \$139.59) and three ODL's are paid at their applicable overtime rate for the hours they should have worked (\$145.58).
4. 66-21-SK29. Informal Step A. Management violated Article 8.5.G of the National Agreement when Non-ODL carriers were forced to work off their assignment in an overtime capacity while the ODL was not maximized to the 12/60 hour requirements. To resolve the issue, 2 Non-ODLs are paid at 100% their regular rate of pay for all hours worked off their assignment (.68 hours = \$19.91) and two ODL's are paid at their applicable overtime rate for the hours they should have worked (\$18.63).
5. 66-21-CC06. Informal Step A. Management violated Article 8.5.G of the National Agreement when Non-ODL carriers were forced to work off their assignment in an overtime capacity while the ODL was not maximized to the 12/60 hour requirements. To resolve the issue, 4 Non-ODLs are paid at 100% their regular rate of pay for all hours worked off their assignment (\$40.01) and one ODL is paid at his applicable overtime rate for the hours he should have worked (\$120.73).
6. 66-21-SK25. Informal Step A. Management violated Article 26.2 and 26.3 of the National Agreement when they failed to provide the Grievant, a CCA, with a Uniform allowance by the time he had completed 90 work days: as a result, the Grievant will be issued an authorization letter and voucher within one week. Failure to comply with this agreement will result in the Grievant being paid a lump sum payment of \$464.00.
7. 66-21-CC01. Informal Step A. The Grievant was sent home after a disagreement with a supervisor and charged 7.29 hours of LWOP: as a result of this grievance, the Grievant will be paid 7.29 hours of Guaranteed Pay.
8. 66-21-SK31. Informal Step A. Management failed to post Route 66010 in a timely fashion in violation of Article 41.1.A.1; therefore, the successful bidder will be paid \$10.00 per day until the route is posted.
9. 66-21-CC10mal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all

hours worked over 11.50 hours. (12.08 hours). Total \$11.00.

10. 66-21-CC07. Informal Step A. Management violated Articles 17 and 31 of the National Agreement when they failed to provide information for 8 days despite repeated requests. Management agrees to comply with Article 17 and 31 and provide information to within 3 delivery days of the request, and will consult with the Union official if the request is extensive and requires more time.
11. 66-21-CC05. Informal Step A1. Management violated the National Agreement (Article 1.6) when they delivered Express Mail themselves. As a result, an ODL carrier is paid .33 hours at his regular Overtime rate.
12. 66-21-SK22. Informal Step A. A CCA carrier was sent to Baltimore for 5 days in violation of existing MOU's and contractual requirements. The Grievant will be paid a lump sum of \$162.40 for his mileage and travel expenses.
13. 66-21-CC08formal Step A. A CCA carrier was sent to Brentwood for 2 days in violation of existing MOU's and contractual requirements. The Grievant will be paid a lump sum of \$24.36 for his mileage and travel expenses.

Damascus

1. 72-20-VF025. Pre-Arbitration. Management violated Article 8.5G of the National Agreement when they worked Non-ODLs in an overtime capacity prior to maximizing the ODL to the appropriate 12/60 requirements. At Formal A, the ODL carriers were paid at the appropriate overtime rate for this violation, and at Pre-Arbitration 3 grievances of the same nature had the Non-ODLs affected paid a total \$390.00.
2. 72-20-VF48. **Pre-Arbitration.** Management violated Article 8.5G of the National Agreement when they worked Non-ODLs in an overtime capacity prior to maximizing the ODL to the appropriate 12/60 requirements. At Formal A, the ODL carriers were paid at the appropriate overtime rate for this violation, and at Pre-Arbitration 3 grievances of the same nature had the Non-ODLs affected paid a total \$390.00.
3. 72-20-VF006. Pre-Arbitration. Management violated Article 8.5G of the National Agreement when they worked Non-ODLs in an overtime capacity prior to maximizing the ODL to the appropriate 12/60 requirements. At Formal A, the ODL carriers were paid at the appropriate overtime rate for this violation, and at Pre-Arbitration 3 grievances of the same nature had the Non-ODLs affected paid a total \$390.00.
4. 72-21-VF013. Informal Step A. The Letter of Warning for an "At Fault Vehicle Accident" will be Reduced to a retention period of six (6) months, at which time it will be removed from the Grievant's OPF. The LOW may not be cited in any future discipline unless the circumstances are the same as the instant discipline.
5. 72-21-VF010. Formal Step A. Management continued to defy Step B Decisions and continued to code improper codes to hide street time. Resolved: Management will comply with Step B Decision for 72-20-VF081, 089 and 090, and will conduct a Service Talk stating Operation Codes 733 and 737 are no longer to be used for delivery on assignments.
6. 72-19-VF111. **Pre-Arbitration Settlement.** Management violated Article 15, 19 and numerous settlements, including Step B, when they failed to pay a grievance settlement within 28 days. To Resolve the issue, the Grievant is issued a lump sum payment of \$250.00.
7. 72-20-VW010. **Pre-Arbitration.** Management violated the "Information Request Policy" established by Article 15,17 and 31 and Step B Decisions when they failed to provide information the Union with the information requested This ongoing and repetitive violation is resolved in combination with a total of 3 grievances with a lump sum payment of \$1,500.00.
8. 72-19-VW155. **Pre-Arbitration.** Management violated the "Information Request Policy" established by Article 15,17 and 31 and Step B Decisions when they failed to provide information the Union with the information requested This ongoing and repetitive violation is resolved in combination with a total of 3 grievances with a lump sum payment of \$1,500.00.
9. 72-19-VW075. **Pre-Arbitration.** Management violated Article 41.1.A.2 and M-00755 when they failed to provide the Union with Form 1723 (notice of higher level assignment) in advance of the assignment. This ongoing and repetitive violation is resolved with a total of 3 grievances with a lump sum payment of \$1500.00.

Derwood

1. 55-21-SL03. Informal Step A. Management violated Article 8.8B of the National Agreement when they failed to pay the Grievant a full 8 hours for his N/S day. As a result, the Grievant will be paid 4.57 hours at the overtime rate.

2. 55-20-SL111. **Step B Decision.** The Step B Team failed to find a violation of the Joint Statement on Violence and Behavior in the Workplace.

3. 55-20-SL112. Formal Step A. The Letter of Warning for "Improper Clock Rings" is Reduced to an Official Discussion and Removed from the Grievant's OPF immediately.

4. 55-20-SL110. Formal Step A. The Verbal Emergency Placement for "Speaking Loudly" issued by Station Manager R. Scott is hereby Rescinded and Removed immediately from the Grievant's OPF. Furthermore, the Grievant was paid for the balance of his day, 7.61 hours.

5. 55-20-SLJ02A. Formal Step A. Management will comply with M-41 Section 121 and M-39 Section 121 and 121.17: these sections require that carriers case mail other than DPS, including residual letters and flats and SPRs.

6. 55-20-SS22. Formal Step A. The Letter of Warning for "Failure to be Regular in Attendance" is Reduced to an Official Discussion of Removed from the Grievant's OPF immediately.

7. 55-19-SS13. **Pre-Arbitration.** Management violated Article 13 when they failed to act on the Grievant's Request for Light Duty in a timely manner. As a result, is to be paid for 32 hours.

8. 55-20-SL160. Informal Step A. The 14 Day Suspension for leaving mail in the vehicle is Reduced to an Official Discussion and Removed from the Grievant's OPF immediately.

9. 55-20-SL125. Formal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is Rescinded and Removed from the Grievant's OPF immediately.

10. 55-21-SL05. Informal Step A. The supervisor initially denied the Grievant's request for Sick Leave. To Resolve this Grievance, Form 3971 for the Sick Leave Request is approved.

11. 55-21-SL04. Formal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (61.76 hours).

12. 55-21-SL08. Formal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (60.56 hours).

13. 55-21-SL55. Formal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (62.26 and 60.30 hours).

14. 55-20-SL101. Informal Step A. Management violated the maximum allowable hours (11.5) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.5 hours. (13.41 hours).

15. 55-20-SL30. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 2 ODL's were paid .59 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "55-20-SL30" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

16. 55-20-SL56. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 2 ODL's were paid 2.13 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "55-20-SL56" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

17. 55-20-SL16. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 2 ODL's were paid 1.86 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "55-20-SL16" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

18. 55-20-SL05. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 2 ODL's were paid 3.24 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "55-20-SL05" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

19. 55-20-SL13. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 2 ODL's were paid 2.51 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "55-20-SL13" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

20. 55-20-SL27. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 2 ODL's were paid 2.77 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At

Pre-Arbitration, 32 grievances including "55-20-SL27" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

21. 55-20-SL11. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 3 ODL's were paid 3.64 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "55-20-SL11" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

22. 55-20-SL10. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 2 ODL's were paid 8.77 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "55-20-SL10" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

23. 55-20-SL06. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 1 ODL was paid 1.23 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "55-20-SL06" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

24. 55-20-SL17. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 1 ODL was paid .59 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "55-20-SL17" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

25. 55-20-SL75. **Pre-Arbitration.** Management violated Article 8.5.F of the National Agreement when they worked Non-ODL's past the point of penalty off their assignment. At Pre-Arbitration, 32 grievances including "55-20-SL75" and the 5 Non_ODL's listed in this grievance were among the 40 Non-ODL's paid a lump sum of \$10,342.00 for this violation.

26. 55-20-SL15. **Pre-Arbitration.** Management violated Article 41 when they failed to provide the Union with Form 1723 in advance of a higher level (204B) assignment. To resolve the issue, a lump sum of payment of \$500.00 will be made.

27. 55-20-SL96. **Pre-Arbitration.** Management violated Article 8.5G of the National Agreement when they worked 1 Non-ODL off his assignment without maximizing the ODL to the 12/60 hour limit. At Formal A, 2 ODL's were paid 1.58 hours at the appropriate overtime rate; at Pre-Arbitration the Non-ODL was paid a lump sum of \$106.65 for the violation.

28. 55-20-SL113. Formal Step A. Management violated Article 41 when they assigned a Work Assignment's Overtime to an ODL. As a result, the Grievant is paid .96 hours at the Overtime rate.

29. 55-19-SL210. **Pre-Arbitration Settlement.** Management violated Article 15, 19 and numerous settlements, including Step B, when they failed to pay a grievance settlement within 28 days. To Resolve the issue, the Grievant is issued a lump sum payment of \$250.00.

30. 55-21-SL03. Formal Step A. Management improperly charged the Grievant LWOP: to resolve the issue, the LWOP charge will be changed to paid Sick Leave.

Diamond Farms

1. 78-21-SK07. Formal Step A. The Grievant's N/S day has been improperly coded causing erroneous leave issues; as a result of this grievance, the correct N/S day will be input to TACS to eliminate unrequested leave charges.

2. 78-21-DS10. Informal Step A. The Letter of Warning for a missed "SPM" scan is Reduced to an Official Discussion.

3. 78-21-DS11. Informal Step A. The Letter of Warning for a missed "SPM" scan is Reduced to an Official Discussion.

4. 78-21-DS11. Informal Step A. The Letter of Warning for "Casing FSS/ DPS is Reduced to an Official Discussion.

5. 78-21-DS13. Informal Step A. The Letter of Warning for "Casing FSS/ DPS" is Reduced to an Official Discussion.

6. 78-21-DS03. Informal Step A. The Letter of Warning for an "Express Mail Failure" is Reduced to an Official Discussion.

7. 78-21-SK05. Informal Step A. The Letter of Warning for an "Express Mail Failure" is Reduced to an Official Discussion.

8. 78-21-SK30. Informal Step A. The Letter of Warning for an alleged "Express Mail Failure" is Rescinded and Removed from the Grievant's OPF immediately..

9. 78-21-SK50. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (13.00 hours = \$16.17).

10.78-21-DS07. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (65.29 hours = \$82.74).

11. 78-21-DS06. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (62.83, 63.67, 64.54, 64.70, 62.66, 64.47, 62.93, 60.28, 65.33, 73.15, 73.76, 67.46, 71.22, 64.75, 63.90 and 73.77 hours = total \$1554.00).

12. 78-21-DS11. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (65.88, 74.03, 62.54, 71.67, 65.19, 71.58, 71.57, 62.81, 62.08, 62.87, 69.59 and 76.21 = total \$1369.00).

13. 78-21-DS13. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (69.99, 61.82, 63.33 and 61.51 hours= total \$260.40).

14. 78-21-SK04. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay additional lump sums of \$8.09 and \$9.60 for the violation (11.83 and 12.20 hours).

15. 78-21-DS04. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay additional lump sums of \$12.08, \$13.17, \$27.99 and \$9.19 for the violation (12.38, 12.46, 13.54 and 12.17 hours).

16. 78-21-SK01. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay a total lump sum of \$87.68 for the violation (12.41, 12.49, 12.95, 11.88, 12.41, 12.33 and 12.42 hours).

17. 78-20-DS10. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 on 7 separate occasions. Management hereby agrees to pay total lump sum of \$107.28 for the violation.

18. 78-20-DS14. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 on 3 separate occasions. Management hereby agrees to pay total lump sum of \$18.93 for the violation.

19. 78-21-SK31. Informal Step A. Management violated Article 8.5.C.2.b of the National Agreement during Quarter 1 of 2021 (Overtime Equitability). As a result, 6 ODL carriers will be paid a total of \$4129.88.

20. 78-21-DS02. Informal Step A. Management violated Article 8.5.C.2.b of the National Agreement during Quarter 4 of 2020 (Overtime Equitability). As a result, 8 ODL carriers will be paid a total of \$5632.25.

21. 78-21-SK27. Informal Step A. Management violated Page 8-30 of the J-CAM when they took the W/A carrier's overtime and gave it to an ODL while the carrier was in regular OT. As a result, the Grievant is paid 1 hour overtime at his regular OT rate.

22. 78-18-DS80. Arbitration. "The Grievance is Sustained" A 28-day payment period for grievance settlements has been established as precedent in Gaitherburg, MD."

23. 78-20-DS63. Informal Step A. Management will abide by Article 41.2.B regarding a CCA's rights to a hold down: "is said to be guaranteed the right to work the hours of duty and scheduled days of the regular carrier".

24. 78-21-DS12. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL 58 times during PP3-1 . Management hereby agrees to pay an additional 50% for all hours worked over 12 = total \$1021.20.

25. 78-21-SK03. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL 37 times during PP3-1 . Management hereby agrees to pay an additional 50% for all hours worked over 12 = total \$265.05.

26. 78-21-SK08. Formal Step A. The Grievant was improperly charged LWOP when he requested Sick Leave: 83.04 hours of his requested leave will be properly converted to Sick Leave.

27. MOU. A Letter Carrier provided documentation indicating a "permanent disability" was likely: in accordance with the J-CAM, page 41-7, the carrier's route will be posted as soon as administratively possible.

28. 78-19-DS29. "Pre-Arbitration/Withdrawal". The Grievant was returned to work following an Arbitration decision overturning a Removal. Management was instructed to make the grievant whole and failed to do so. Subsequently, and the instant Untimely Pay Adjustment grievance was filed, and was ultimately withdrawn when the Grievant was paid a lump sum of \$9,015.00.

29. 78-21-SK09. Formal Step A. The Grievant, who was on Limited Duty,

was instructed by management not to use her badge or EBR resulting in unpaid work hours during PP 4-2021: to resolve the issue, a pay adjustment for all unpaid work hours has been submitted. Furthermore, going forward, employees with an agreed upon salary shortage of 8 hours or more, local management will contact District Finance to request authorization for the requested pay advance, and after the authorization is approved, local management will promptly issue the pay advance.

30. 78-21-SK54. Informal Step A. Management failed to pay the Grievant, a CCA carrier for 3 full pay periods: to resolve the issue, management will immediately submit a Pay Adjustment within 24 hours, and will immediately provide a pay advance at 60% of the Grievant's gross pay.

31. 78-21-DS09. Formal Step A. The Letter of Warning for "Failure to be Regular in Attendance" is Reduced to an Official Discussion.

32. 78-21-DS07. Formal Step A. The Letter of Warning for an alleged "Express Mail Failure" is rescinded immediately.

33. 78-21-DS12. Informal Step A. The Letter of Warning for "Failure to be Regular in Attendance" is reduced to an Official Discussion.

34. 78-21-DS08. Formal Step A. The Letter of Warning for a "SPM Scan Failure" is reduced to an Official Discussion.

35. 78-21-DS09. Informal Step A. The Seven Day Suspension for "Casing DPS/FSS" is reduced to an Official Discussion.

36. 78-21-DS08. Informal Step A. The Seven Day Suspension for "Casing DPS/FSS" is reduced to an Official Discussion.

37. 78-21-DS10. Informal Step A. The Seven Day Suspension for "Casing DPS/FSS" is reduced to an Official Discussion.

38. 78-21-DS12. Informal Step A. The Fourteen Day Suspension for "Casing DPS/FSS and Unauthorized Overtime" is reduced to a Seven Day Suspension with a retention period of 10 weeks, at which time it will be expunged from all files and records.

Frederick

1. 01-21-ZJ01. Informal Step A. The Letter of Warning for "Irregular and Unsatisfactory Attendance" is Reduced to a discussion and purged from all relevant files.

2. 01-21-ZJ03. Formal Step A. The Letter of Warning for "Failure to Complete Form 3971" is Reduced to an Official Discussion and expunged from all files and records.

3. 01-21-VF29. Formal Step A. The Letter of Warning for "Failure to Complete Form 3971" is Reduced to an Official Discussion and expunged from all files and records.

4. 01-21-VF21. Formal Step A. Supervisor Montano refused to allow Shop Steward Z. James to participate in a PDI: henceforth management agrees to comply with the instruction found in M-01667, the USPS Weingarten card and pages 17-6 and 17-7 of the J-CAM which allow the Shop Steward to participate.

5. 01-21-VF027. Formal Step A. it is mutually agreed that no later than 7-3-2021 supervisor Samuel Montano will be assigned duties that no longer include supervision of City Letter Carriers in Frederick Md.

6. 01-21-VF10. Informal Step A. The Letter of Warning for "Failure to Call Back" is Reduced to a Discussion and Removed from the Grievant's OPF.

7. 01-21-VF08. Informal Step A. The Letter of Warning for "Failure to Call Back" is Reduced to a Discussion and Removed from the Grievant's OPF.

8. 01-21-VF11. Informal Step A. The Letter of Warning for an "Express Mail Failure" is Reduced to an Official Discussion and Removed from the Grievant's OPF immediately.

9. 01-21-ZJ04. Formal Step A. The Grievant was instructed by the Department of Health to stay home due to a close contact with a COVID-19 positive person. Management then improperly charged the Grievant AL and LWOP for 7 days: to Resolve the issue, the 48 hours of leave will be changed to FEEL leave.

10. 01-21-VF09. Formal Step A. Management improperly issued a "Letter of Concern" to the Grievant for Attendance related issues. The Letter of Concern is immediately Rescinded and Expunged from all postal records.

11. 01-21-VF12. Formal Step A. The Supervisor refused to sign and date the written Information Request: Henceforth, supervisors will sign and date all written requests from a shop steward.

12. 01-21-VF17. Formal Step A. Management failed to pay a regular carrier 8 hours when the carrier was scheduled to work his N/S day: as a result, the Grievant will be paid an additional .50 hours at his regular Overtime rate.

13. 01-21-VF18. Formal Step A. Management issued a Letter of Warning while on the Workroom floor: going forward all disciplinary Letters will be issued in a private office or as a sealed envelope, certified mail, through the accountable cage.

14. 01-21-VF19. Informal Step A. Management violated the maximum

allowable hours (11.5) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.35 hours).

15. 01-21-VF03. Formal Step A. Management violated Article 8.5.C.2.c when it failed to post the ODL hours worked and opportunities offered every week: to Resolve this Grievance, management agrees to comply with Article 8.5.C.2.c.

16. 01-21-CC12. Informal Step A. The Grievant was issued a letter advising him he was being placed on "Restricted Sick Leave". To Resolve the grievance, the Letter is Rescinded, and management will comply with ELM Section 513.39 when advising an employee they are being placed on Restricted Sick Leave.

17. 01-21-VF25. Informal Step A. The Grievant was charged .06 hours of Annual Leave he had not requested. Henceforth, management will not charge AL unless requested by an employee on PS Form 3971.

18. 01-21-VF28. Informal Step A. Management will grant union time when a Carrier verbally requests time to meet with their steward before the end of their tour.

19. 01-21-VF26. Informal Step A. During a Service talk, Supervisor Montano stated that due to the "Union crack down" on management, "we" (management) will be cracking down on you. It is resolved that a joint management/union stand-up talk will be given and that statement will be retracted.

20. 01-21-ZJ08. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to an Official Discussion.

21. 01-21-ZJ06. Informal Step A. The parties mutually agree to remove the Grievant from "Restricted Sick Leave".

22. 01-21-ZJ07. Informal Step A. The parties mutually agree to remove the Grievant from "Restricted Sick Leave".

23. 01-21-ZJ10. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is Expunged from the Grievant's OPF.

24. 01-21-VF70. Informal Step A. The 14 Day Suspension for "Prohibited Conduct" is Reduced to a Letter of Warning with a Retention period of one year, at which time it will be removed from the Grievant's OPF.

25. 01-21-AB001. Formal Step A. Management will comply with Article 41 of the National Agreement and Item 22 of the Frederick LMOU, and will schedule the Grievant in accordance with the hours of the hold-down.

Gaithersburg Main Office

1. 77-21-SK44. Informal Step A. The Seven Day Notice of Suspension for "Failure to Be Regular in Attendance" is Rescinded and Reduced to an Official Discussion.

2. 77-21-SK07. Formal Step A. Management failed to comply with M-01911 when they failed to pay a CCA Temporary Additional Leave for CCA's that he was entitled to. Management will make a pay adjustment and pay 80 hours of this leave to the Grievant to Resolve the issue.

3. 77-21-DS05. Informal Step A. The Letter of Warning for "Failure to Perform Duties Safely" (At Fault Vehicle Accident) is Reduced to a Retention period of four (4) months, at which time it will be Removed from the Grievant's OPF.

4. 77-21-DS02. Informal Step A. The Letter of Warning for "Failure to Perform Duties Safely" (At Fault Vehicle Accident) is Reduced to a Retention period of four (4) months, at which time it will be Removed from the Grievant's OPF.

5. 77-21-DS01. Informal Step A. The Letter of Warning for "Failure to Perform Duties Safely" (At Fault Vehicle Accident) is Reduced to a Retention period of four (4) months, at which time it will be Removed from the Grievant's OPF.

6. 77-21-SK05. Formal Step A. The Grievant was not paid COP for 64 hours that he was eligible for: to Resolve the issue, a pay adjustment for 64 hours will be made and management will properly assist with the completion of Form CA-1.

7. 77-21-SK03. Informal Step A. Management violated Article 8 when they took away a Work Assignment Carrier's regular Overtime and assigned it to an ODL. To resolve the issue, the W/A carrier will be paid 1.52 hours at his Overtime rate (\$69.02).

8. 77-21-SK22. Formal Step A. Management violated M-01915 "Re: Temporary Workplace Changes to Promote Social Distancing" when they instructed a CCA to report and work (for 10.74 hours) at the 20024 Washington DC Post Office. Management will comply with M-01915 and pay the Grievant an additional two (2) hours at her regular overtime rate.

9. 77-21-SK23. Informal Step A. This companion Grievance to 77-21-SK22 (above) pays the Grievant \$33.60 for travel expenses incurred as a result of management's violation of M-01915.

10. 77-21-SK40. Formal Step A. Management violated M-01915 "Re: Temporary Workplace Changes to Promote Social Distancing" when they instructed a CCA to report and work for one day at the 20024 Washington DC Post Office. Management will comply with M-01915 and pay the Grievant an additional three (3) hours at her regular overtime rate.

11. 77-21-SK36. Informal Step A. This companion Grievance to 77-21-SK40 (above) pays the Grievant \$39.20 for travel expenses incurred as a result of management's violation of M-01915.

12. 77-21-SK47. Formal Step A. Management violated M-01915 "Re: Temporary Workplace Changes to Promote Social Distancing" when they instructed a CCA to report and work for 3 days at the 20024 Washington DC Post Office. Management will comply with M-01915 and pay the Grievant an additional nine (9) hours at her regular overtime rate.

13. 77-21-SK46. Informal Step A. This companion Grievance to 77-21-SK47 (above) pays the Grievant \$117.60 for travel expenses incurred as a result of management's violation of M-01915.

14. 77-21-SK41. Formal Step A. Management violated M-01915 "Re: Temporary Workplace Changes to Promote Social Distancing" when they instructed a CCA to report and work for 3 days at the 20024 Washington DC Post Office. Management will comply with M-01915 and pay the Grievant an additional nine (9) hours at her regular overtime rate.

15. 77-21-SK37. Informal Step A. This companion Grievance to 77-21-SK41 (above) pays the Grievant \$174.72 for travel expenses incurred as a result of management's violation of M-01915.

16. 77-21-SK53. Formal Step A. Management violated M-01915 "Re: Temporary Workplace Changes to Promote Social Distancing" when they instructed a CCA to report and work for 2 days at the Washington DC Post Office. Management will comply with M-01915 and pay the Grievant an additional six (6) hours at her regular overtime rate.

17. 77-21-SK51. Informal Step A. This companion Grievance to 77-21-SK53 (above) pays the Grievant for travel expenses for 2 days (upon the submission of Form 8041) incurred as a result of management's violation of M-01915.

18. 77-21-SK18. Informal Step A. The Grievant, a CCA, will be paid her 4 hour guarantee despite the supervisor sending her home before clocking on – she had been scheduled to work.

19. 77-21-SK17. Informal Step A. The Grievant, a CCA, will be paid the 8 hours she worked which was not included in her bi-weekly pay.

20. 77-21-SK62. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 two times. Management hereby agrees to pay a total lump sum of \$25.20 for the violation.

21. 77-21-SK49. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 two times. Management hereby agrees to pay a total lump sum of \$14.26 for the violation.

22. 77-21-SK52. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 two times. Management hereby agrees to pay a total lump sum of \$14.99 for the violation.

23. 77-21-SK39. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 three times. Management hereby agrees to pay a total lump sum of \$63.73 for the violation.

24. 77-21-SK38. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 one time. Management hereby agrees to pay a total lump sum of \$31.22 for the violation.

25. 77-21-SK11. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 one time. Management hereby agrees to pay a total lump sum of \$6.17 for the violation.

26. 77-21-SK10. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 two times. Management hereby agrees to pay a total lump sum of \$10.97 for the violation.

27. 77-21-SK12. Informal Step A. Management will Cease and Desist violating LMOU Item 4.K, and will provide a copy of the calendar to the Shop Steward by February 1 as required.

28. 77-21-SK14. Informal Step A. Management will Cease and Desist violating the requirement to wear face masks, and will comply with Grievance settlement 77-20-SK26 and Stand Up Talk of 11-13-2020.

29. 77-21-SK35. Formal Step A. Management failed to provide a Form 1723 (higher level assignment) in accordance with 41.1.A.2: management will comply with Article 41.1.A.2 by either mail, e-mail or by hand to a certified

Steward.

30. 77-21-SK34. Formal Step A. Management failed to provide a Form 1723 (higher level assignment) in accordance with 41.1.A.2: management will comply with Article 41.1.A.2 by either mail, e-mail or by hand to a certified Steward.

31. 77-21-SK25. Informal Step A. The Grievant, a CCA carrier, was scheduled to work his N/S day, but was sent home. To Resolve the grievance, the Grievant will be paid his guarantee of 4 hours at his overtime rate.

32. 77-20-SK93. Formal Step A. Management improperly instructed Carriers to use Operation Codes 737 and 733 when delivering parcels on their assigned routes and other routes during December: it is Resolved management will discontinue this practice and use only LDC 21 and 22, and LDC 23 for Sunday parcel delivery.

33. 77-21-SK60. Formal Step A. The parties agree too many cases are not being resolved at the lowest level: the parties agree to consult the J-CAM and discuss grievances in detail at the lowest level to attempt to resolve issues at the lowest level.

34. 77-21-SK20. Formal Step A. Management violated Article 41.3.P when they failed to notify the Union President of a motor vehicle accident: to resolve the issue, management will comply with Article 41.P.3 and notify the Branch President by phone, text or e-mail promptly in the event of any on-the-job vehicle accidents involving a CCA.

35. 77-21-SK21. Formal Step A. Management violated Article 41.3.P when they failed to notify the Union President of a motor vehicle accident: to resolve the issue, management will comply with Article 41.P.3 and notify the Branch President by phone, text or e-mail promptly in the event of any on-the-job vehicle accidents involving carriers including a CCA.

36. 77-21-SK01. Formal Step A. Management improperly instructed Carriers to use Operation Codes 737 and 733 when delivering parcels on their assigned routes and other routes during December: it is Resolved management will discontinue this practice and use only LDC 21 and 22, and LDC 23 for Sunday parcel delivery.

37. 77-21-SK59. Formal Step A. Management failed to provide information requested by the Union: Management agrees to Cease and Desist violating the mutually agreed to Gaithersburg Information Request agreement which is to provide requested information to the Union within 24 hours.

38. 77-21-SK61. Formal Step A. Management violated Article 41.3.P when they failed to notify the Union President of a motor vehicle accident: to resolve the issue, management will comply with Article 41.P.3, pay the Grievant a lump sum of \$50.00 and any related disciplinary action taken or proposed will be immediately Rescinded.

39. 77-21-SK26. Formal Step A. Management failed to convert a CCA in compliance with "Re: Full-Time Regular Opportunities – Letter Carrier Craft" in the 2019-2023 National Agreement: as a result, the CCA with the highest relative standing will be converted to full-time regular carrier retroactive to 3-27-2021.

40. 77-21-SK16. Informal Step A. Management will post the ODL equitability hours every week in accordance with Article 8.5.C.2.c of the National Agreement.

41. 77-21-SK13. Informal Step A. Management will Cease and Desist violating Article 15.3 of the National Agreement and will use the language found in the J-CAM as a guide to resolving grievances at the lowest level. Future violations will result in management paying Branch 3825 a lump sum of \$500.00.

42. 77-21-SK19. Informal Step A. Management will abide by the resolution 77-19-SK51 and provide the Union the date, time and officials name of all vacancies and postings in each Gaithersburg office.

43. 77-21-SK15. Management will refer to the J-CAM in any dispute to resolve the issue at the lowest level and stop the practice of avoiding meeting with the shop steward at the local office.

44. 77-21-SK24. Informal Step A. Management agrees to honor previous settlements to meet with the steward within three (3) days, or the grievance deadline, whichever comes first, unless both parties agree to an extension.

Germantown

1. 74-20-SS23. Formal Step A. Management violated Article 8.8B of the National Agreement when they scheduled a carrier to work her N/S day, and then instructed her to go home. As a result, the Grievant is paid a lump sum of \$375.24.

2. 74-20-SS19. Informal Step A. The Letter of Warning for failing to follow instructions and load all mail into vehicle before leaving is reduced to a retention period of 3 months on file, at which time it will be removed from the Grievant's OPF.

3. 74-20-SS10. Formal Step A. The Letter of Warning for Unauthorized Overtime is reduced to an Official Discussion and Removed from the Grievant's OPF immediately.

4. 74-20-SS8. Formal Step A. Management violated EL312 Sections 332 and 332.1 when they when they charged the Grievant Annual Leave when she took Custodial Exam 916. As a result, management will restore the 3 hours of Annual Leave.

5. 74-20-SS18. Formal Step A. The Notice of a 14 Day Suspension for a Lost Arrow Key is Rescinded and Reduced to an Official Discussion, and Removed from the Grievant's OPF immediately.

6. 74-20-SS17. Informal Step A. The Emergency Placement for a Lost Arrow Key is Rescinded and Removed from the Grievant's OPF immediately.

7. 74-21-SS5. Informal Step A. The Letter of Warning for a missed SPM scan is Reduced to an Official Discussion and Removed from the Grievant's OPF immediately.

8. 74-21-SS7. Informal Step A. The Letter of Warning for a missed SPM scan is Reduced to an Official Discussion and Removed from the Grievant's OPF immediately.

9. 74-21-SS6. Informal Step A. The Letter of Warning for a missed SPM scan is Reduced to an Official Discussion and Removed from the Grievant's OPF immediately.

10. 74-21-SS10. Informal Step A. The Letter of Warning for a missed SPM scan is Reduced to an Official Discussion and Removed from the Grievant's OPF immediately.

11. 74-21-SS11. Informal Step A. The Letter of Warning for a missed SPM scan is Reduced to an Official Discussion and Removed from the Grievant's OPF immediately.

12. 74-21-SS4. Formal Step A. The Letter of Warning for "Failure to Regular in Attendance" is reduced to an Official Discussion and removed from the Grievant's OPF immediately.

13. 74-21-SS8. Informal Step A. The Seven Day Notice of Suspension for "Unauthorized Overtime" is reduced to a Letter of Warning with a retention period of 1 year, at which time it will be removed from the Grievant's OPF.

Montgomery Village

1. 79-19-VF1122. **Pre-Arbitration.** Management violated Article 8.5G of the National Agreement when they worked Non-ODLs in an overtime capacity prior to maximizing the ODL to the appropriate requirements. At Formal A, the ODL carriers were paid a total of \$442.30 for this violation, and at Pre-Arbitration 4 grievances of the same nature had the Non-ODLs affected paid a total \$1129.00.

2. 79-19-VF1126. **Pre-Arbitration.** Management violated Article 8.5G of the National Agreement when they worked Non-ODLs in an overtime capacity prior to maximizing the ODL to the appropriate 12/60 requirements. At Formal A, the ODL carriers were paid a total of \$152.99 for this violation, and at Pre-Arbitration 4 grievances of the same nature had the Non-ODLs affected paid a total \$1129.00.

3. 79-19-VF1110. **Pre-Arbitration.** Management violated Article 8.5G of the National Agreement when they worked Non-ODLs in an overtime capacity prior to maximizing the ODL to the appropriate 12/60 requirements. At Formal A, the ODL carriers were paid a total of \$1129.00 for this violation, and at Pre-Arbitration 4 grievances of the same nature had the Non-ODLs affected paid a total \$1129.00.

4. 79-19-VF1114. **Pre-Arbitration.** Management violated Article 8.5G of the National Agreement when they worked Non-ODLs in an overtime capacity prior to maximizing the ODL to the appropriate 12/60 requirements. At Formal A, the ODL carriers were paid a total of \$1129.00 for this violation, and at Pre-Arbitration 4 grievances of the same nature had the Non-ODLs affected paid a total \$1129.00.

5. 79-21-SK45. Informal Step A. The Grievant was not provided with the necessary forms to file for compensation or medical treatment when she suffered a traumatic on the job injury. This violated Articles 15, 21 and 19 (EL505, ELM 540 and EL-540-19). As a result, the grievant will be paid for all her expenses accrued and be made whole in all aspects of this case.

6. 79-21-DS14. Informal Step A. The Seven Day Suspension for "Unsatisfactory Attendance" will be Reduced to a Retention period of six (6) months, at which time it will be Reduced to an Official Discussion.

7. 79-21-DS25. Formal Step A. Management violated M-01915 "Re: Temporary Workplace Changes to Promote Social Distancing" when they instructed a CCA to report and work six (6) days at the Washington DC Postal Installation. Management will comply with M-01915 and pay the Grievant an additional eighteen (18) hours at her regular overtime rate.

8. 79-21-DS26. Informal Step A. This companion Grievance to 79-21-DS25 (above) pays the Grievant \$188.16 for travel expenses incurred as a result

of management's violation of M-01915.

9. 79-21-DS12. Formal Step A. Management violated Article 8.8B when they failed to pay 3 carriers their guarantee of 8 hours when they were scheduled to work their N/S day. To resolve the grievance, the carriers will be paid at their regular Overtime rate for the following amount of hours respectively: 2.01, 1.41 and 1.70.

10. 79-21-DS15. Formal Step A. Management will immediately Cease and Desist instructing RCAs to perform City Carrier work.

11. 79-19-VF1097. **Pre-Arbitration.** In a good faith effort to resolve the issue of an Untimely Pay Adjustment, the Grievant is paid a lump sum of \$50.00.

12. 79-21-DS11. Informal Step A. Management violated Article 8.5.C.2.b of the National Agreement during Quarter 1 of 2021 (Overtime Equitability). As a result, 1 ODL carriers will be paid a total of \$25.80.

13. 79-18-VF1011. **Pre-Arbitration.** In a good faith effort to resolve an Article 41 dispute, the successful bidder on route 77005 (at the time of this dispute) will be compensated a lump sum payment of \$400.00.

14. 79-21-DS09. Informal Step A. Management violated Article 8.5.G of the National Agreement when a Non-ODL was forced to worked overtime (1.15. hours) off his assignment while the ODL was not maximized to the 12/60 requirements. As a result, the Non-ODL is paid a lump sum of \$89.91 and the ODL is paid a lump sum of \$53.95.

15. 79-21-DS10. Informal Step A. Management violated Article 8.5.G of the National Agreement when a Non-ODL was forced to worked overtime (1.15. hours) off his assignment while the ODL was not maximized to the 12/60 requirements. As a result, the Non-ODL is paid a lump sum of \$89.91 and the ODL is paid a lump sum of \$53.95.

16. 79-21-DS08. Informal Step A. Management violated Article 8.5.G of the National Agreement when a Non-ODL was forced to worked overtime (2.00. hours) off his assignment while the ODL was not maximized to the 12/60 requirements. As a result, the Non-ODL is paid a lump sum of \$156.36 and the ODL is paid a lump sum of \$93.42.

17. 79-21-DS20. Formal Step A. Management improperly did not pay the Grievant 80 hours of Emergency Sick Leave she was entitled to under the FFRCA. To resolve the issue, management will restore the 80 hours of Sick Leave that were improperly deducted from her balance.

18. 79-21-DS14. Formal Step A. The Montgomery Village Office has not had a Custodian for a considerable time: to comply with Article 14 and 19 (MS-47 Handbook) and maintain a clean and healthful working environment at the Montgomery Village office, this grievance establishes a pecking order for volunteers in compliance with APWU Class Action settlement Q06T-4Q-C 10327547.

19. 79-21-DS27. Formal Step A. Management violated the LMOU when they approved two leave requests which were submitted prior to the 45 day advance requirement: the carrier who was affected by this violation will be granted a leave request for 40 hours for any week available in the Choice or Other Than Choice schedule.

20. 79-21-SK48. Informal Step A. The Grievant alleges her terminal leave payment is incorrect: to resolve the issue, the Station Manager and the Shop Steward will review all records, and make an adjustment if necessary.

Pike Annex

1. 52-19-SS87. Informal Step A. The Letter of Warning for an "Express Mail Failure" is Reduced to an Official Discussion and Removed from the Grievant's OPF immediately.

2. 52-20-TA72. Informal Step A. The Letter of Warning for an "Express Mail Failure" is Reduced to a retention period of 1 year on file and at that time will be Removed from the Grievant's OPF

3. 52-21-MP03. **Step B Decision.** A regular carrier was charged Sick Leave while out on a COVID related absence between the expiration of the FFRCA and the start of the EFEL. Step B determined there was no violation despite management having the option to provide administrative leave.

4. 52-20-TA58. Informal Step A. Management violated Article 41.2.B3, 4 and 5 when they refused to work the Grievant, a CCA, on one of the regularly scheduled days of her hold down. To resolve the issue, the grievant is paid 8 hours at her regular rate of pay (\$146.32).

5. 52-19-SS82. Formal Step A. Management violated Article 41.2.B3, 4 and 5 when they removed 3 CCA's from their hold downs.. To resolve the issue, the grievants are each paid 8 hours at their regular rates of pay (total = \$438.96).

6. 52-20-MP37. Informal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is Rescinded and Removed from the Grievant's OPF immediately.

7. 52-20-MP34. Informal Step A. The Letter of Warning for alleged

"Unauthorized Overtime" is Rescinded and Removed from the Grievant's OPF immediately.

8. 52-20-MP12. Informal Step A. The Letter of Warning for alleged "Stationary Time" is Rescinded and Removed from the Grievant's OPF immediately.

9. 52-20-MP10. Informal Step A. The Letter of Warning for "Unauthorized Overtime" is Reduced to an Official Discussion (no 3996 was filled out and no call back).

10. 52-20-TA02. **Pre-Arbitration.** The letter sent by the Postmaster to the Grievant did not violate the National Agreement.

11. 52-19-SS78. **Pre-Arbitration.** Management violated Handbook AS 353 page 76 when the Grievant was required to provide his driver's license to a contract physician.

12. 52-20-MP31. Informal Step A. Management must comply with M-39 Section 115.4 and ELM 665.16 and treat all Pike carriers with dignity and respect.

13. 52-20-MP28. Informal Step A. Management must comply with M-39 Section 115.4 and ELM 665.16 and treat all Pike carriers with dignity and respect.

14. 52-20-MP29. Informal Step A. Management must comply with M-39 Section 115.4 and ELM 665.16 and treat all Pike carriers with dignity and respect.

15. 52-20-MP25. Informal Step A. Management must comply with M-39 Section 115.4 and ELM 665.16 and treat all Pike carriers with dignity and respect.

16. 52-20-TA60. **Step B Decision.** The Letter of Warning for an "Express Mail Failure" is reduced to a retention period of 4 months.

17. 52-20-MP11. Informal Step A. The 7 Day Notice of Suspension for "Improper Conduct" is Reduced to an Official Discussion.

18. 52-20-SS1. **Pre-Arbitration.** Management violated Article 8.5.C.2.b of the National Agreement during Quarter 4 of 2019 (Overtime Equitability). As a result, 6 ODL carriers will be paid a total of \$6196.50.

19. 52-19-SS65. **Pre-Arbitration.** Management violated Article 8.5.C.2.b of the National Agreement during Quarter 3 of 2019 (Overtime Equitability). As a result, 4 ODL carriers will be paid a total of \$3750.30.

20. 52-19-SS39. **Pre-Arbitration.** Management violated Article 8.5.C.2.b of the National Agreement during Quarter 2 of 2019 (Overtime Equitability). As a result, 5 ODL carriers will be paid a total of \$5823.00.

21. 52-21-MP06. Informal Step A. Management violated Article 8.5.C.2.b of the National Agreement during Quarter 1 of 2021 (Overtime Equitability). As a result, 3 ODL carriers will be paid a total of \$1500.00.

22. 52-17-SS38. **Arbitration.** The Arbitrator stated management did not violate the contract because it "started" the pay adjustment within 28 days.

23. 52-21-TA02. Informal Step A. It is not mandatory to sign a management generated Form 3971 (Leave Slip). Management will comply with F-21 Section 143.

24. 52-20-SS12. Formal Step A. Management will honor Form 8190. Line 19a is for the Union's "requested Remedy" Line 19b may be used to list any settlement offers made by either party. There is no line for "Grievant's Requested Remedy".

25. 52-19-SS83. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked past 11.50 hours (13.06, 13.06 and 13.12 hours = total \$42.14).

26. 52-21-TA11. "Formal Step A". This grievance was filed due to an Untimely Pay Adjustment for a grievance settlement totaling \$5823.00. On the day the grievance was filed, management initiated a pay adjustment within 24 hours.

27. 52-20-MP04. Informal Step A. Management must treat the Grievant and all Pike carriers with Dignity and Respect.

28. 52-20-MP23. Informal Step A. Management must treat the Grievant and all Pike carriers with Dignity and Respect.

29. 52-20-MP38. Informal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is Rescinded and Removed from the Grievant's OPF immediately.

30. 52-21-TA05. Formal Step A. The Letter of Warning for "Failure to Report Accident" is Reduced to an Official Discussion.

31. 52-21-MP12. Informal Step A. Management violated Article 41.2.B.3, 4 and 5 when they removed a CCA from their Hold Down. To Resolve the issue, the Grievant is paid an additional 8 hours at his regular rate of pay (\$159.04).

32. 52-21-MP08. Formal Step A. Management improperly refused to pay the Grievant 32 hours of EFEL leave when he suffered side effects from the COVID-19 vaccine. To resolve the issue, the 32 hours of efel leave is

Policy. In a good faith effort to resolve these disputes, this grievance is resolved along with a total of 9 grievances of the same nature for a lump sum payment of \$4,500.00.

29. 54-18-RW32. **Pre-Arbitration.** Management violated Article 15 and 31 of the National Agreement as well as the Rockville Information Request Policy. In a good faith effort to resolve these disputes, this grievance is resolved along with a total of 9 grievances of the same nature for a lump sum payment of \$4,500.00.

30. 54-18-RW20. **Pre-Arbitration.** Management violated Article 15 and 31 of the National Agreement as well as the Rockville Information Request Policy. In a good faith effort to resolve these disputes, this grievance is resolved along with a total of 9 grievances of the same nature for a lump sum payment of \$4,500.00.

31. 54-18-RW83. **Pre-Arbitration.** Management violated Article 15 and 31 of the National Agreement as well as the Rockville Information Request Policy. In a good faith effort to resolve these disputes, this grievance is resolved along with a total of 9 grievances of the same nature for a lump sum payment of \$4,500.00.

32. 54-17-RW85. **Pre-Arbitration.** Management violated Article 15 and 31 of the National Agreement as well as the Rockville Information Request Policy. In a good faith effort to resolve these disputes, this grievance is resolved along with a total of 9 grievances of the same nature for a lump sum payment of \$4,500.00.

33. 54-20-RW65. Informal Step A. Management violated Article 25 when they failed to pay a carrier on a higher level T-6 from PP 2019-21-2 through PP 2020-17-1. As result, the Grievant is paid a lump sum of \$1,690.08.

34. 54-21-KA06. Informal Step A. The Letter of Warning for a "Failed Rpxpress Mail. Will be Removed from the Grievant's OPF immediately.

35. 54-21-KA10. Informal Step A. The 7 Day Notice of Suspension for alleged "Failure to be Regular in Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

36. 54-21-KA04. Informal Step A. The Letter of Warning for a Failed Express Mail is Rescinded and Reduced to a discussion, and Removed from the Grievant's OPF immediately.

37. 54-21-KA05. Informal Step A. The 7 Day Notice of Suspension for alleged an "Failed Express Mail" is Rescinded and Removed from the Grievant's OPF immediately.

38. 54-21-KA09. Informal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is Rescinded and Removed from the Grievant's OPF immediately.

39. 54-21-KA08. Informal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is Rescinded and Removed from the Grievant's OPF immediately.

40. 54-21-KA03. Informal Step A. The Letter of Warning for alleged "Failure to be Regular in Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

41. 54-21-KA01. Informal Step A. The Letter of Warning for "Unsatisfactory Attendance" is Reduced to a 9 month Retention period, at which time it will be Removed from the Grievant's OPF.

42. 54-21-KA02. Informal Step A. The Letter of Warning for a Failed "Unsatisfactory Attendance" is Rescinded and Reduced to a discussion, and Removed from the Grievant's OPF immediately.

43. 54-21-KA07. Informal Step A. The 7 Day Notice of Suspension for alleged "Failure to be Regular in Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

44. 54-20-KA22. Informal Step A. The Letter of Warning for a "Failed Express Mail" is Rescinded and Reduced to a discussion, and Removed from the Grievant's OPF immediately.

45. 54-21-RW14. Informal Step A. The 1017B (Unauthorized Overtime) entry for 1-8-21 will be Removed.

46. 54-21-RW13. Informal Step A. The 1017B (Unauthorized Overtime) entry for 1-7-21 will be Removed.

47. 54-21-RW15. Informal Step A. The 1017B (Unauthorized Overtime) entry for 2-6-21 will be Removed.

48. 54-21-RW16. Informal Step A. The 1017B (Unauthorized Overtime) entry for 2-16-21 will be Removed.

49. 54-20-RW05. Informal Step A. Management violated Article 8.5.C.2.b of the National Agreement during Quarter 1 of 2020 (Overtime Equitability). As a result, three (3) ODL carriers will be paid a total of \$514.20.

50. 54-21-RW20. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (60.49 and 60.86): Total \$18.15.

51. 54-21-RW17. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to

pay an additional 50% for all hours worked over 60 (61.87, 65.45, 60.52, 61.75, 60.56 and 60.28 hours): Total \$162.44.

53. 54-21-RW17. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (60.85, 61.95, 69.98, 63.71, 72.30, 73.99, 63.95, 64.48, 64.76, 64.69, 68.03, 64.85, 65.20, 72.96, 60.53, 63.83 and 63.75 hours): Total \$1523.11.

54. 54-20-RW54. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (61.90, 61.02, 64.06, 62.69, 61.05, 61.67, 60.86, 60.82, and 60.38 hours): Total \$197.60.

55. 54-20-RW58. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (66.62, 60.36, 65.66, 60.36, 61.67, 66.91, 65.22, 62.86 and 60.60 hours): Total \$461.01.

56. 54-20-RW62. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (60.97, 61.04, 61.27, 62.44, 62.31, 62.34, 63.06, 63.46, 62.55, 62.36, 61.53, 61.45, 62.44, 63.75 and 60.50 hours): Total \$725.10.

57. 54-20-RW61. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (64.20, 64.30, 63.35, 66.22, 63.07, 64.14, 63.97, 62.37, 65.42, 60.99, 63.10, 61.60, 64.02, 61.08, 61.36, 62.47, 62.91, 61.12, 61.20 and 62.70 hours): Total \$851.88.

58. 54-20-RW76. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (61.39, 60.56, 62.32, 61.36, 66.51, 60.35, 61.35, 66.58, 61.56, 65.54, 62.34, 61.30, 60.50 and 65.79 hours): Total \$534.14.

59. 54-20-RW81. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (63.43, 60.70, 62.99 and 66.26 hours): Total \$209.17.

60. 54-21-RW09. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (63.73, 66.52, 66.00, 65.54, 62.44, 67.30, 63.96, 64.00, 65.98, 64.84, 66.88, 64.28, 66.23, 66.64, 66.47, 61.14, 63.95, 62.00, 66.00, 65.57 and 65.95 hours): Total \$1588.33.

61. 54-21-RW01. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (61.50, 64.25, 63.40, 62.00, 62.00, 61.00, 62.00, 60.98, 63.00, 64.00, 62.20, 62.00, 61.50, 61.50, 61.96 and 67.00 hours): Total \$613.39.

62. 54-20-RW73. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (12.49, 12.56 and 12.60 hours). Total \$24.44.

63. 54-20-RW60. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (12.80, 12.90, 12.61, 12.28, 12.51 and 12.38 hours). Total \$51.86.

64. 54-20-RW57. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (13.19 hours). Total \$18.99.

65. 54-20-RW56. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (12.47 hours). Total \$7.34.

66. 54-20-RW75. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (12.40, 12.54, 12.40 and 12.50 hours). Total \$24.41.

67. 54-20-RW77. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (12.53, 12.98, 12.80, 12.50, 12.56, 12.92, 12.56, 12.55, 13.57, 12.88, 12.48, 12.63 hours). Total \$136.49.

68. 54-20-RW79. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (13.17 and 12.45 hours). Total \$23.58.

69. 54-21-RW19. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to

pay an additional 50% for all hours worked over 12 (12.71 and 12.58 hours). Total \$20.35.

70. 54-21-RW10. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (12.55, 13.08 and 12.50 hours). Total \$31.53.

71. 54-20-RW101. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (13.07 hours). Total \$17.07.

72. 54-21-RW18. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.14 hours) Total \$5.85.

73. 54-20-RW100. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours (12.13.00 and 12.00 hours) Total \$18.28.

74. 54-20-RW53. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (14.40 hours). Total \$25.79.

75. 54-20-RW55. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.29 hours). Total \$7.02.

76. 54-20-RW59. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.99 and 12.17 hours). Total \$10.43.

77. 54-20-RW74. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.79 hours). Total \$11.47.

78. 54-20-RW78. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.21, 11.81, 12.50 and 12.01 hours). Total \$22.97.

79. 54-20-RW88. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.87 hours). Total \$3.38.

80. 54-20-RW87. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (14.00, 12.50, 12.50 and 12.50 hours). Total \$50.28.

81. 54-20-RW86. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (13.17 and 12.65 hours). Total \$25.78.

82. 54-20-RW85. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.38, 12.36, 12.50 and 12.50 hours). Total \$32.16.

83. 54-20-RW84. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.35 hours). Total \$7.77.

84. 54-20-RW83. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.99 and 12.00 hours). Total \$9.05.

85. 54-20-RW82. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.99, 12.00, 12.41, 12.97 hours). Total \$30.68.

86. 54-20-RW80. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50%

for all hours worked over 11.50 hours. (11.99 hours). Total \$4.35.

87. 54-20-RW97. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.00, 12.00 and 12.50 hours). Total \$18.28.

88. 54-20-RW96. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.00 hours). Total \$4.47.

89. 54-20-RW94. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.97 hours). Total \$13.44.

90. 54-20-RW93. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.00, 12.00 and 12.50 hours). Total \$18.28.

91. 54-20-RW92. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (13.00, 13.00 and 12.47 hours). Total \$36.29.

92. 54-20-RW91. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.91 hours). Total \$3.74.

93. 54-20-RW90. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.02 hours). Total \$4.75.

94. 54-20-RW89. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.53 hours). Total \$9.41.

95. 54-20-RW98. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.37 hours). Total \$7.95.

96. 54-20-RW99. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.00 and 12.50 hours). Total \$13.71.

Rockville Main

1. 50-21-SL17. Informal Step A. Management improperly charged the Grievant Sick Leave/Annual when her Form 3971 was for approved Administrative Leave. To resolve the issue, management will return 40 hours of Sick Leave and 24 hours of Annual Leave to the Grievant's leave balance, and properly change it to Administrative Leave.

2. 50-21-SL07. Informal Step A. Management failed to provide the Grievant Form CA-16 when he was injured on the job. Management agrees to pay the Grievant for any doctor's bills incurred as a result of this failure.

3. 50-20-SL250. **STEP B DECISION.** Management violated Article 25.4 when they refused to allow the Grievant to return to his own route from a higher level assignment. Management is directed to abide by the provisions of Article 25, and pay the Grievant a lump sum of \$267.15 for hours worked out of schedule.

4. 50-20-SL181. **Pre-Arbitration.** To resolve the grievance filed due to the violation of Article 8.5.C.2 (Overtime Equitability), three carriers are paid a total of \$3798.45.

5. 50-20-SL278. **STEP B DECISION.** Management violated Article 2 (Non-Discrimination) when both the Supervisor and Station Manager claimed there was an official Postal policy of English only and instructed the Grievant not to speak in her native language to her co-worker. Both management employees are instructed to complete the training course "Promoting Diversity and Avoiding Discrimination" and to provide the Union of proof of completion within 4 weeks of the Step B Decision.

6. 50-20-SL108. **Pre-Arbitration.** Management violated Article 8.5G and the "Letter Carrier Paragraph when they forced a Non-ODL to work overtime when the ODL was not worked to the point of penalty. At Formal A, the issue was partially resolved where an ODL carrier was paid .64 hours at

the overtime rate: at the Pre-Arbitration settlement, the Non-ODL was paid a lump sum of \$43.20.

7. 50-20-SS20. Formal Step A. The Letter of Warning for an Express Mail failure is Reduced to an Official Discussion and Removed from the Grievant's OPF immediately.

8. 50-21-SL03. Informal Step A. Management violated M-01911 when they failed to pay a CCA leave for a COVID-19 related absence during January of 2021. Management will pay the Grievant 48 hours of leave (value \$1463.00).

9. 50-20-SL253. **STEP B DECISION.** Management violated Article 19 (ELM 546 and EL 505 Chapter 7) when they arbitrarily changed the Grievant's Limited Duty assignment from 4 hours to 2 hours despite no change in her CA-17. Management will make the grievant whole for any loss suffered as a result of their actions.

10. 50-21-SL18. Informal Step A. Management violated M-01911 when they failed to pay the Grievant, a CCA, 80 hours of emergency leave due to COVID-19. To resolve the issue, management will pay the Grievant 80 hours of leave.

11. 50-21-SL22. Informal Step A. Management sent the Grievant to an orientation, failed to pay him for the time, charged him annual leave and did not pay the appropriate overtime that resulted. To resolve the issue, the Grievant is to be paid 2 hours at the regular Overtime rate, 1.93 hours at the penalty overtime rate, and 2.17 hours of Annual Leave will be returned to his leave balance.

12. 50-21-SL12. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (60.64, 61.85, 61.58, 63.06, 61.15, 60.48, 60.86 and 60.88 hours).

13. 50-21-SL10. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (66.48 and 60.53 hours).

14. 50-20-SL77. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 4 ODL's were paid 4.17 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL77" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

15. 50-20-SL72. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 4 ODL's were paid 4.78 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL72" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

16. 50-19-SL311. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 6 ODL's were paid 8.71 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-19-SL311" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

17. 50-19-SL310. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 4 ODL's were paid 3.86 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-19-SL310" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

18. 50-19-SL233. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 2 ODL's were paid 2.68 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-19-SL233" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

19. 50-20-SL40. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 7 ODL's were paid 21.64 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL40" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

20. 50-19-SL232. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 2 ODL's were paid 8.07 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-19-SL232" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

21. 50-20-SL39. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 5 ODL's were paid 7.38 hours at

their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL39" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

22. 50-20-SL15. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 4 ODL's were paid 6.21 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL15" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

23. 50-20-SL08. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 9 ODL's were paid 10.02 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL08" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

24. 50-20-SL57. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 6 ODL's were paid 8.44 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL57" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

25. 50-20-SL71. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 17 ODL's were paid 22.10 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL71" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

26. 50-20-SL50. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 6 ODL's were paid 9.53 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL50" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

27. 50-20-SL61. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 8 ODL's were paid 11.02 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL61" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

28. 50-20-SL51. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 3 ODL's were paid 7.41 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL51" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

29. 50-20-SL52. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 8 ODL's were paid 8.77 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL52" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

30. 50-19-SL193. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 2 ODL's were paid 2.53 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-19-SL193" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

31. 50-20-SL58. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 3 ODL's were paid 4.85 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL58" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

32. 50-20-SL46. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 12 ODL's were paid 13.43 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL46" paid 40 Non-ODL's a lump sum of \$10,342.00 for this violation.

33. 50-20-SL49. **Pre-Arbitration.** Management violated Article 8.5.G of the National Agreement. At Formal Step A 9 ODL's were paid 13.5 hours at their applicable overtime rate to partially settle the instant grievance, the remedy for the Non-ODL's was sent to Step B where it was "Impassed". At Pre-Arbitration, 32 grievances including "50-20-SL49" paid 40 Non-ODL's a

lump sum of \$10,342.00 for this violation.

34. 50-19-SL238. **Pre-Arbitration.** Management violated Article 8.5.F of the National Agreement when they worked Non-ODL's past the point of penalty off their assignment. At Pre-Arbitration, 32 grievances including "50-19-SL238" and the 4 Non-ODL's listed in this grievance were among the 40 Non-ODL's paid a lump sum of \$10,342.00 for this violation.

35. 50-21-SL14. Informal Step A. Management violated Article 7.2.B/C when they forced a carrier to cross crafts. As a result, the Grievant is paid an additional 50% his regular rate of pay for 2.79 hours.

36. 50-21-SL11. Informal Step A. Management violated Article 8.8B when they failed to pay the Grievant a full eight hours on her N/S day. As a result, the Grievant is paid .69 hours at the overtime rate.

37. 50-21-SL29. Informal Step A. Management will not instruct Carriers to deliberately falsify clock rings by moving to STREET Code 721 while the Carriers still have office duties (M-39 126.42, ELM 665.16 and 665.44).

38. 50-21-SL108. Informal Step A. Management improperly charged the Grievant Annual Leave when he was eligible for EFEL Leave. To resolve the grievance, management will return the Grievant's AL, and pay 8 hours of EFEL.

39. 50-21-SL104. Informal Step A. Management will change the AWOL charge of 8 hours to LWOP.

40. 50-21-SL102. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (62.68 and 61.59 hours).

41. 50-21-SL89. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (62.60, 61.80, 62.00, 61.70 and 60.50 hours).

42. 50-21-SL33. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (63.40, 60.44, 62.35 and 61.07 hours).

43. 50-21-SL23. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (62.54 hours).

44. 50-21-SL21B. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (60.67 hours).

45. 50-21-SL04. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (60.94, 60.50, 65.63, 67.54, 67.50, 60.32, 66.19 and 61.21 hours).

46. 50-21-SL45. Informal Step A. Management failed to pay the Grievant, who was injured on the job, COP, instead forcing him to use Sick Leave and LWOP. As a result, 168 hours which were improperly charged will be converted to COP, and all of the grievant's leave will be returned (value of \$5,040.00)

47. 50-21-SL41. Informal Step A. Management will discontinue improperly instructing carriers to falsify their clock rings by instructing them to clock on to Code 733 while delivering mail: Code 721 is the proper code to use.

48. 50-21-SL30. Formal Step A. Management improperly charged the Grievant 16 hours of LWOP – to resolve the issue, the 16 hours will be converted to Sick Leave.

49. 50-21-SL01B. Formal Step A. Management improperly assigned a T-6 Work Assignment's overtime to an ODL. The W/A T-6 will be paid .63 hours at the regular overtime rate.

Twinbrook

1. 53-20-RW01. **Pre-Arbitration.** Management violated Article 41.1.A.2 and M-00755 when they failed to provide the Union with Form 1723 (notice of higher level assignment) in advance of the assignment. This ongoing and repetitive violation is resolved in combination with a total of 9 grievances with a lump sum payment of \$4,500.00.

2. 53-19-RW47. **Pre-Arbitration.** Management violated Article 41.1.A.2 and M-00755 when they failed to provide the Union with Form 1723 (notice of higher level assignment) in advance of the assignment. This ongoing and repetitive violation is resolved in combination with a total of 9 grievances with a lump sum payment of \$4,500.00.

3. 53-18-RW112. **Pre-Arbitration.** Management violated the "Rockville Information Request Policy" and Labor/Management minutes' agreements when they failed to provide information within 24 hours and failed to notify the Union President. This ongoing and repetitive violation is resolved in combination with a total of 9 grievances with a lump sum payment of \$4,500.00.

4. 53-18-VW33. **Pre-Arbitration.** Management violated the "Rockville Information Request Policy" and Labor/Management minutes' agreements when they failed to provide information within 24 hours and failed to notify the Union President. This ongoing and repetitive violation is resolved in combination with a total of 9 grievances with a lump sum payment of \$4,500.00.

5. 53-18-VW34. **Pre-Arbitration.** Management violated the "Rockville Information Request Policy" and Labor/Management minutes' agreements when they failed to provide information within 24 hours and failed to notify the Union President. This ongoing and repetitive violation is resolved in combination with a total of 9 grievances with a lump sum payment of \$4,500.00.

6. 53-18-VW36. **Pre-Arbitration.** Management violated the "Rockville Information Request Policy" and Labor/Management minutes' agreements when they failed to provide information within 24 hours and failed to notify the Union President. This ongoing and repetitive violation is resolved in combination with a total of 9 grievances with a lump sum payment of \$4,500.00.

7. 53-18-VW35. **Pre-Arbitration.** Management violated the "Rockville Information Request Policy" and Labor/Management minutes' agreements when they failed to provide information within 24 hours and failed to notify the Union President. This ongoing and repetitive violation is resolved in combination with a total of 9 grievances with a lump sum payment of \$4,500.00.

8. 53-18-VW37. **Pre-Arbitration.** Management violated the "Rockville Information Request Policy" and Labor/Management minutes' agreements when they failed to provide information within 24 hours and failed to notify the Union President. This ongoing and repetitive violation is resolved in combination with a total of 9 grievances with a lump sum payment of \$4,500.00.

9. 53-18-RW95. **Pre-Arbitration.** Management violated the "Rockville Information Request Policy" and Labor/Management minutes' agreements when they failed to provide information within 24 hours and failed to notify the Union President. This ongoing and repetitive violation is resolved in combination with a total of 9 grievances with a lump sum payment of \$4,500.00.

10. 53-17-VW38. **Pre-Arbitration.** Management violated the "Rockville Information Request Policy" and Labor/Management minutes' agreements when they failed to provide information within 24 hours and failed to notify the Union President. This ongoing and repetitive violation is resolved in combination with a total of 9 grievances with a lump sum payment of \$4,500.00.

11. 53-18-VW05. **Pre-Arbitration.** Management violated Article 41.1.A.2 and M-00755 when they failed to provide the Union with Form 1723 (notice of higher level assignment) in advance of the assignment. This ongoing and repetitive violation is resolved with a lump sum payment of \$500.00.

12. 53-20-CM15. **Pre-Arbitration.** Management violated Article 8.5.G when they forced Non-ODL's to work off their assignment in an overtime capacity before maximizing the ODL to the 12/60 hour requirements. At Formal A, 13.21 hours of overtime (\$698.14) at the appropriate rate was paid to ODL carriers, the remedy for Non-ODLs was Impassed at Step B, and at Pre-Arbitration 8 Non-ODL's were paid a lump sum of \$564.00.

13. 53-20-CM38. Formal Step A. Management violated Article 41.2.B3, 4 and 5 when they moved the grievant, a CCA, off his hold down for 6.63 hours. To resolve the issue, the grievant is paid an additional 6.63 hours at his regular rate of pay (\$121.26).

14. 53-19-RW46. Formal Step A. Management violated Article 41.2.B3, 4 and 5 when they moved the grievant, a CCA, off her hold down for 2.03 hours and sent her home. To resolve the issue, the grievant is paid an additional 2.03 hours at her overtime rate of pay (\$55.69).

15. 53-20-RW62. Formal Step A. The Notice of Removal for "Failure to Maintain Regular Attendance" is Reduced to a 14 Day Suspension with a retention period of 1 year on file, at which time it will be Removed.

16. 53-20-RW37. Formal Step A. The Notice of Removal for "Failure to Maintain Regular Attendance" is Reduced to a 7 Day Suspension with a retention period of 6 months on file, at which time it will be Removed.

17. Management corrected 8 hours of improperly charged LWOP to 8 hours of sick leave, and no grievance was filed as a result.

18. 53-21-RW06. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (13.35 hours). Total \$16.45.

19. 53-21-RW05. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50%

for all hours worked over 11.50 hours. (11.90 hours). Total \$3.55.

20. 53-21-RW04. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.13, 11.93 and 11.73 hours). Total \$11.56.

21. 53-21-RW02. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (13.00 and 11.91 hours). Total \$16.88.

22. 53-21-RW01. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.83 hours). Total \$2.85.

23. 53-20-RW95. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.86 hours). Total \$3.11.

24. 53-20-RW94. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.00 hours). Total \$9.14.

25. 53-20-RW90. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.97 hours). Total \$4.29.

26. 53-20-RW89. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.64, 12.50, 12.26 and 12.25 hours). Total \$32.10.

27. 53-20-RW88. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.54, 12.83, 11.85, 11.87, 12.00 and 11.89 hours). Total \$34.92.

28. 53-20-RW86. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.50 hours). Total \$8.64.

29. 53-20-RW84. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.96, 13.45, 12.45 and 13.17 hours). Total \$44.54.

30. 53-20-RW82. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.80, 12.68, 12.46 and 12.28 hours). Total \$29.23.

31. 53-20-RW81. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (14.75 hours). Total \$28.09.

32. 53-20-RW80. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.80 hours). Total \$2.59.

33. 53-20-RW79. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.80 hours). Total \$2.74.

34. 53-20-RW78. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.976 hours). Total \$2.37.

35. 53-20-RW72. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.88 hours). Total \$3.81.

36. 53-20-RW69. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (11.79 hours). Total \$2.65.

37. 53-20-RW71. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (12.15 hours). Total \$5.78.

38. 53-20-RW70. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (14.12 hours). Total \$23.30.

39. 53-20-RW67. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (13.82 hours). Total \$21.21.

40. 53-20-RW66. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. (13.58 hours). Total \$17.98.

41. 53-21-RW03. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (12.48 and 12.38 hours). Total \$11.08.

42. 53-20-RW77. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (12.28 and 12.52 hours). Total \$9.81.

43. 53-20-RW70. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (12.41 hours). Total \$6.41.

44. 53-20-RW72. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (63.82 hours). Total \$59.72.

45. 53-20-CM47. Formal Step A. "Henceforth, management will ensure all employees, including management, are wearing face coverings/masks when there is a state or local order or directive to do so."

46. 53-20-JO09. Informal Step A. Management will ensure all carriers attend service talks and no carrier will be allowed to work during the Service Talks.

47. 53-20-CM39. Informal Step A. Management will not send CCAs on a hold down to other stations except on N/S days, and furthermore, will rotate such assignments from lowest to highest seniority.

48. 53-20-CM56. Informal Step A. All management staff and Supervisor M Barnes will treat all Carriers with dignity and respect.

49. 53-20-CM56. Informal Step A. All management staff at Twinbrook Station will treat all employees with dignity and respect.

50. 53-21-CM28. Informal Step A. The Letter of Warning for "Unsatisfactory Safety Performance" (not using a satchel) is Reduced to an Official Discussion and Removed from the Grievant's OPF immediately.

51. 53-21-CM16. Informal Step A. The Letter of Warning for alleged "Unsatisfactory Safety Performance" is Rescinded and Removed from the Grievant's OPF immediately. Management attempted to discipline the grievant for a "history" of accidents.

52. 53-20-RW96. Formal Step A. The Letter of Warning for "Unsatisfactory Conduct and Disrespectful Attitude" (vulgar language) is Reduced to a Retention period of six (6) months, at which time it will be removed from the Grievant's OPF.

53. 53-21-CM29. Informal Step A. The Letter of Warning for alleged "Time Wasting Practices" (backtracking) is Rescinded and Removed from the Grievant's OPF immediately.

54. 53-21-CM27. Informal Step A. The Letter of Warning for "Unsatisfactory Attendance" is Rescinded and Reduced to an Official Discussion, and Removed from the Grievant's OPF immediately.

55. 53-20-CM51. Informal Step A. The Letter of Warning for "Unsatisfactory Attendance" is Rescinded and Reduced to an Official Discussion, and Removed from the Grievant's OPF immediately.

56. 53-21-CM17. Informal Step A. The Letter of Warning for "Unsatisfactory Attendance" is Rescinded and Reduced to an Official Discussion, and Removed from the Grievant's OPF immediately.

57. 53-21-JO10. Informal Step A. The Letter of Warning for "Unsatisfactory Attendance" is Rescinded and Reduced to an Official Discussion, and Removed from the Grievant's OPF immediately.

58. 53-21-CM21. Formal Step A. Management will correct the Grievant's (a CCA) date of Seniority listed on the Seniority List.

59. 53-21-CM29. Informal Step A. The Letter of Warning for alleged "Unsatisfactory Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

60. 53-20-CM54. Informal Step A. All management staff at Twinbrook Station will treat all Shop Stewards with dignity and respect.

61. 53-21-CM18. Informal Step A. The Notice of Removal for alleged "Failure to Be Regular in Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

62. 53-21-JO01. Formal Step A. The Letter of Warning for "Unsatisfactory Attendance" is Reduced to a Retention period of one (1) year, at which time it will be Removed from the Grievant's OPF.

63. 53-21-CM06. Formal Step A. The Seven Day Suspension for "Unsatisfactory Attendance" is Reduced to a Retention period of one (1) year on file, at which time it will be Removed from the Grievant's OPF.

64. 53-21-CM07. Formal Step A. The Fourteen Day Suspension for "Unsatisfactory Attendance" is Reduced to a Retention period of one (1) year on file, at which time it will be Removed from the Grievant's OPF.

65. 53-21-CM08. Formal Step A. The Fourteen Day Suspension for "Unsatisfactory Attendance" is Reduced to a Retention period of one (1) year on file, at which time it will be Removed from the Grievant's OPF.

66. 53-21-CM15. Formal Step A. The Seven Day Suspension for alleged "Unsatisfactory Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

67. 53-21-CM02. Formal Step A. The Letter of Warning for "Unsatisfactory Attendance" is Reduced to a Retention period of six (6) months on file, at which time it will be Removed from the Grievant's OPF.

68. 53-20-CM58. Formal Step A. The Letter of Warning for alleged "Unsatisfactory Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

69. 53-20-RW68. Formal Step A. The Letter of Warning for alleged "Unsatisfactory Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

70. 53-21-CM13. Formal Step A. Management will comply with M-39 Section 141.2 and M-01268 and notify employees 24 hours in advance when conducting special one day mail counts.

71. 53-21-CM01. Formal Step A. The Letter of Warning for alleged "Unsatisfactory Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

72. 53-20-CM55. Informal Step A. Supervisor F. Oseni will treat the Grievant with Dignity and Respect when using the intercom on the workroom floor.

73. 53-20-CM53. Formal Step A. The Letter of Warning for alleged "Unsatisfactory Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

74. 53-20-CM57. Formal Step A. The Letter of Warning for alleged "Unsatisfactory Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

75. 53-21-CM12. Formal Step A. The Letter of Warning for alleged "Unsatisfactory Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

76. 53-21-CM19. Formal Step A. The Seven Day Suspension for "Unsatisfactory Attendance" is Reduced to a Letter of Warning with a Retention period of six (6) months on file, at which time it will be Removed from the Grievant's OPF.

77. 53-21-CM03. Formal Step A. The Seven Day Suspension for "Unsatisfactory Attendance" is Reduced to a Retention period of one (1) year on file, at which time it will be Removed from the Grievant's OPF.

78. 53-21-CM04. Formal Step A. The Seven Day Suspension for "Unsatisfactory Attendance" is Reduced to a Retention period of one (1) year on file, at which time it will be Removed from the Grievant's OPF.

79. 53-21-JO02. Formal Step A. The Letter of Warning for "Unsatisfactory Attendance" is Reduced to a Retention period of one (1) year on file, at which time it will be Removed from the Grievant's OPF.

80. 53-21-CM05. Formal Step A. The Fourteen Day Suspension for alleged "Unsatisfactory Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

81. 53-21-JO03. Formal Step A. The Letter of Warning for "Unsatisfactory Attendance" is Reduced to a Retention period of one (1) year on file, at which time it will be Removed from the Grievant's OPF.

82. 53-21-CM11. Formal Step A. The Fourteen Day Suspension for "Unsatisfactory Attendance" is Reduced to a Seven Day Suspension with a Retention period of one (1) year on file, at which time it will be Removed from the Grievant's OPF.

83. 53-21-CM20. Formal Step A. The Fourteen Day Suspension for alleged "Unsatisfactory Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

84. 53-20-CM40. Informal Step A. The Letter of Warning for "Unsatisfactory Attendance" is Rescinded and Reduced to an Official Discussion, and will be Removed from the Grievant's OPF immediately.

85. 53-20-CM41. Informal Step A. Management violated Article 41.2B.5 when they took a CCA off his hold down. To Resolve the issue, the Grievant is paid a lump sum of \$138.32.

Schedule of Union Meetings

September 1
(nominations)

October 6
November 3

December 1
(installation of officers)

Steward Meetings

2nd Wednesday of each month
currently Zoom only

Executive Board Meetings

last Wednesday of each month
currently Zoom only

*Report from Damascus
and
Frederick*

Viktor Fraker



The last 6 months for Damascus during the worst Pandemic in a century has been relatively good, considering everything. We had one CCA convert to full time regular and another convert to PTF. There have been no article 8 violations due to Supervisor Mr. Heard who has been cooperative and compliant with the Contract issues and every week sends me the OT alert report and any information I have requested. The only non-compliance issue I have had recently has been the Max Hours (12/60) allowed and M-01915, where CCAs have been sent to cities around the Baltimore area.

The Baltimore area has been hit hard by Covid and the Iron hand of the ridiculous upper management of DeJoy and his decision to destroy the Postal Service and his Privatization antics. Privatization is code for Union Busting, by the way. They have 150 to 200 routes vacant daily in the Baltimore area and refuse to declare an emergency, hence violating the Max Hours Allowed, 432.32 of the ELM and the M-01915. The Carriers in Damascus always contact me when they think a grievance should be filed and provide me with statements or at least a phone interview.

About 3 months ago I was sent to the Frederick office by my branch president Ken Lerch to address some grievances regarding a Rogue Supervisor that had been banned from ever supervising City Letter Carriers in our branch from the year 2014. Frederick had not yet been merged with our branch at the time. I was provided with a "17.2.D" letter from my President in order to file grievances as an alternate steward. I have been retired for over 2 years now, but I still represent Carriers in Damascus and now Frederick.

In Frederick they only had one new Steward. The abusive Supervisor was doing his best to eliminate all Union representation and continued his Zero tolerance policy violations and pulled all of his evil tricks on Carriers, mainly attempting to get carriers to argue with each other and put the Union in a bad light.

My first visit to Frederick was a PDI for the last standing Steward in Frederick. On my second visit the Postmaster of Frederick banned me from coming into his office. A few days later an intervention was conducted by my Branch President and the NBA, Vada Preston. I filed several disciplinary grievances and some contract violation grievances. 3 were settled in Informal A and the rest were settled at Formal A.

Frederick is absolutely a toxic work environment because of this abusive Supervisor using his bullying intimidation tactics and running an office on FEAR. We did get a Settlement stating that Supervisor would not supervise Carriers, but he continues his reign of terror by having the 204b do his dirty work and circumventing the recent settlement. The Postmaster has said he does want to do something about this Supervisor but continues to back him up.

The whole purpose of Union is to use our collective power and voice: setting us against each other is an old Management trick to Bust Us Up.... don't fall for it.

New Steward Training has been tough, due to COVID; you can only do so much in a Zoom meeting. However, we have one of the best websites (www.nalc3825.com) in the country for members and steward resources, as well as a great group of very experienced officers and stewards who are willing to help Union members.

On the bright side, we are doing our best to get this abusive Supervisor off the Frederick workroom floor. I always say that Carriers are paid to deliver mail and management staff are paid to make decisions; unfortunately management still thinks that yelling and intimidation tactics and abusive, demeaning behavior towards Carriers is the way to manage carriers and make their DOIS numbers.

Finally, please do yourself and your fellow carriers a favor; please get vaccinated and help yourself along with the people around you. Our State Convention will be this coming October and I look forward to seeing my Brothers and Sisters in this great Union, but I'm still reluctant because of the spread of Covid and so many people refusing to get vaccinated. I hope that every Union Delegates and Officials and all Carriers get their shots.

Science Rules, every time.

Viktor Fraker

NALC 3825
Shop Steward/Trustee

Contract Talk - Know Your Rights

Over the years, we have had many carriers suffer negative consequences because they did not know (or understand) their rights in regard to discipline. Simply put, you should **always request the presence of your steward for any interview that may lead to discipline.** Below are several rights carriers should be aware of in case of discipline - I suggest you cut out each and post them at your case - just in case!

(Cut out below)

1. Weingarten Rights (M-01667)

The following are the responsibilities of a USPS supervisor under Weingarten when interviewing an employee where discipline may result:

1. Each employee has a right to be represented by a Union Steward during an investigatory interview (but not during an Article 16 "discussion"). If, before or at any time during the interview, an employee requests a Union Steward or in any way indicates that he or she wants representation, you must do one of three things: (1) you must provide a steward, or (2) you must end the interview, or *(3) you must offer the employee the choice of continuing the interview without a steward, or of having no interview at all and therefore losing the benefit that the interview might have given him or her. When in doubt, it is better to provide a steward or contact Labor Relations immediately.

*(3) our recommendation is that the employee does not accept this option

2. The supervisor must tell the employee and the steward the purpose and subject of the meeting before the meeting begins. Then if either the steward or the employee requests, adequate time must be given them to talk privately before (or during) the interview.

3. During the interview, you must permit the steward to participate. He or she may ask questions, clarify the employee's answers, comment about the questions, discuss favorable facts, suggest others who have information, and advise the employee. The steward is not allowed to disrupt the meeting or tell the employee not to answer a question. If that happens, postpone the remainder of the meeting and consult your manager or Labor Relations immediately.

(cut out above)

If you request a steward, and the supervisor refuses to provide one, this is a violation of your Just Cause rights as outlined in Article 16.1 of the National Agreement. Our local Union has had great success in dismissing any discipline that is issued when that violation occurs. However, always remember you are required to cooperate with a postal investigation (ELM 665.3): refusal to cooperate may lead to further discipline.

Obviously, this could become a problem if the investigation is in regard to a criminal matter, where as we all know, things become quite different. This has been addressed in the federal courts by what are referred to as your Kalkines and Garrity Rights.

Kalkines Rights

The Kalkines warning requires employees to make statements and cooperate, even if it could lead to being disciplined or discharged, but provides criminal immunity for their statements. An example of a Kalkines warning, though the exact wording may vary, could read something like this:

"You are being questioned as part of an internal and/or administrative investigation. You will be asked a number of specific questions concerning your official duties, and you must answer these questions to the best of your ability. Failure to answer completely and truthfully may result in disciplinary action, including dismissal. Your answers and any information derived from them may be used against you in administrative proceedings. **However, neither your answers nor any information derived from them may be used against you in criminal proceedings,** except if you knowingly and willfully make false statements."

So, in other words, any information you provide after being given a "Kalkines" warning may not be used against you in a criminal case.

Garrity Rights

A Garrity warning advises suspects of their criminal and administrative liability for any statements made, but also advises suspects of their right to remain silent on any issues that may implicate them in a crime. An example of a Garrity warning, though the exact wording may vary, could read something like this:

"You are being asked to provide information as part of an internal and/or administrative investigation. This is a voluntary interview and you do not have to answer questions if your answers would tend to implicate you in a crime. No disciplinary action will be taken against you solely for refusing to answer questions. However, the evidentiary value of your silence may be considered in administrative proceedings as part of the facts surrounding your case. Any statement you do choose to provide may be used as evidence in criminal and/or administrative proceedings."

The Garrity warning helps to ensure suspects' constitutional rights. It also allows federal agents to use statements provided by suspects in both administrative and criminal investigations. ***If you are given a Garrity warning, you should consult with an attorney before answering any questions.***

Please be aware that we have had carriers who were read these rights by OIG agents and failed to get the assistance of their steward or an attorney, and as a result, lost their jobs. Indeed, we have had examples of carriers who were read their "Miranda" rights ("You have the right to remain silent, etc."), and failed to take it seriously enough to consult an attorney. Please don't make that mistake.

These rights can be confusing, but a simple rule of thumb is to remember if a supervisor wants to have "a talk" with you, always ask if it could lead to discipline, and if the answer is yes, request to have your shop steward present.

*much of this information was taken directly from the July 2015 Postal Record (p.37, Contract Administration Unit)

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Too many people struggled, suffered, and died to make it possible for every American to exercise their right to vote.

The vote is the most powerful nonviolent tool we have.

John Lewis