

# Unity

***Dare to Struggle, Dare to Win***

*Volume 44 #1, Spring/Summer 2025*



NALC Branch 3825  
We are Rockville, Gaithersburg,  
Germantown, GME, Damascus,  
Cabin John, Frederick, Thurmont,  
Boonsboro, Brunswick,  
Burtonsville and Taneytown

*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 JULY 2025

We are facing the most serious challenge ever to our jobs and the very existence of the United States Postal Service! Trump has decimated federal Unions and has threatened to merge the USPS into the Commerce Department. The Postal Board of Governors has appointed David Steiner as the new postmaster general. Trump had a lot to do with this appointment from behind the scenes. Steiner was on Fed Ex's board of directors. Obviously, this is a clear conflict of interest! Steiner has consistently attacked Unions, slashing jobs, and replacing workers! The NALC and the other postal Union's are outraged about David Steiner, a self proclaimed Union buster, being named as the PMG! We can prevail, but it is going to take solidarity with all postal workers and, in fact, all Union's, including the communities we serve. So, let's provide good service to keep the American people on our side!

On the local scene, we are struggling to deal with the overburdened routes created by management initiated inspections at the Rockville Main Office and our Derwood sections. The adjustments went into effect on Saturday, June 14 (check on this) and many Carriers have been carrying mail past 8 and even 9 pm! Any discipline for alleged unauthorized overtime will be met with aggressive grievances. We have won every grievance against unauthorized overtime over the last 50 years, as long as we completed a 3996 and called back when we could not make it back in the authorized time. So, we should not skip our breaks and lunch to get back to the office in some unrealistic time that management comes up with. I want to thank our Vice President, Chuck Clark, for all the work he put into checking management's numbers and the grievance settlements he achieved. We still have one more grievance at Step B requesting volume adjustments.

Since the last newsletter we won an arbitration decision for an article 8 section 5G/Letter Carrier Paragraph violation in the city of Rockville. The award paid the NON-ODL an additional 250 percent of his base rate. The ODL was paid at the overtime or penalty rate as applicable. To my knowledge, this is the highest remedy paid to a NON-ODL for a Letter Carrier Paragraph violation in the history of our Union! There might be higher awards at Step B or Informal/ Formal A, but this was an arbitration decision.

The NON-ODL had about 30 years of service and made \$36.20 per hour. This meant that the cost to the company for the NON-ODL was \$90.50 per hour for this article 8 violation. The ODL was paid at the overtime rate or \$54.30 per hour. The total cost to the USPS amounts to \$144.80 per hour. Hopefully, we have now forced management to comply with article 8 and the Letter Carrier Paragraph. I want to thank our advocate, Charles Clark, and all the Stewards involved in this grievance. A copy of this award is on our website at [www.nalc3825.com](http://www.nalc3825.com).

NALC headquarters has reported an increase in delayed Step B's nationwide. Our branch has been hit particularly hard by this. Currently, we have more than 40 cases pending Step B and 297 grievances pending arbitration! At our current rate of one arbitration per month, we have a 25 year back-log awaiting arbitration! THIS IS TOTALLY UNACCEPTABLE! Management has a strategy to clog up the grievance system which frustrates our members. Justice delayed is justice denied! The national needs to have a counter strategy to deal with management's strategy to delay grievances for years! We could stop participating in Customer Connect where NALC members have generated over 3 billion dollars for the USPS. We could picket district headquarters, or L'Enfant Plaza. We could go to the media with our "friends" in Congress to expose what the USPS is doing to the hard working Letter Carriers. We must think outside of the box and not rely solely on grievances!

The retro-pay checks should arrive in August of this year. Our pay will increase substantially in this contract. A Step P Carrier was making \$36.20 before the most recent pay raises went into effect. On April 19, 2025 a Step P Carrier was making \$38.49 per hour or \$80,057 per year. That's a \$4,758 dollar raise per year with a 1.5 percent increase coming on November 15, 2025 and two more COLA's along with a \$1,000 raise that was effective June 14, 2025! My best guess is that a Step P Carrier will have their pay increased about \$9,000 by the end of this contract May 22, 2026! For a Step H Carrier (table 2), their pay was \$60,448 at the start of this contract and is now \$64,267. That's a \$3,819 raise. However, due to Step increases they would now be at Step K (depending on how many weeks they had toward their next Step increase at the start of the contract.) That would put their pay at \$70,831. That's an increase in pay of \$10,383! And, they will get another 1.5 percent pay raise plus two COLA's and at least another Step increase of \$2,188. So, their pay will be around \$76,019 by May 22, 2026. This is a pay increase of \$15,571 by the end of this contract!

Most of our ODL's in our larger cities are making more than \$100,000 per year. This would mean that THESE ODL's WILL MAKE MORE THAN ONE MILLION DOLLARS EVERY TEN YEARS! UNION YES!!!

The big ugly bill (H.R.1) that passed the House on May 22, 2025 is now before the Senate. Trump is fully supporting the passage of this catastrophic bill that would give hundreds of billions in tax breaks (if not TRILLIONS) to billionaires and other rich Americans and cut much needed social programs for the poor and working people. And, it will add FOUR TRILLION DOLLARS to the deficit, according to NALC HQ! To give some perspective on how much a billion is; If a billionaire were to spend \$100,000 every day, 365 days per year, how long would it take to reach one billion dollars? More than 27 years! Clearly, the billionaires do not need any more tax breaks!

I want to express my sincere gratitude for the work being

done by our RWCA (Regional Workers' Compensation Assistant) for our region, Kristin Williams. She is doing a remarkable job and she participates in most of our Executive Board meetings, Steward meetings and our monthly Union meetings. Any difficult OWCP related questions that arise, I ask for help from Kristin and she almost always knows the answer. THANK YOU KRISTIN!

I want to encourage everyone to read the 475 grievance summaries in this issue of Unity located on pages six through nineteen and I want to express my appreciation to Mike Shawn for typing up all those summaries. 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 to our members due to contractual violations. Please thank your Stewards for their continued hard work to attain contract compliance on your behalf!

Please visit our web site set up by Union Brother Chuck Clark at (WWW.NALC3825.COM). We now have more than 356,750 hits! For every city that we represent, we have the LMOU (LOCAL AGREEMENT) on our website. We have important information on PTF and CCA rights and benefits. We have added important Step B decisions, Formal A settlements as well as arbitration decisions and some contentions.

I want to end with two quotes. The first by Bruce Springsteen at a concert; Bruce Springsteen recently said this about Trump and his administration; "America is currently in the hands of a corrupt, incompetent, and TREASONOUS administration. We ask all who believe in democracy to rise with us. Raise your voices against authoritarianism and let freedom ring. The last check on power, after the checks and balances of government have failed, are the people, you and me. It's in the union of people around a common set of values. Now that's all that stands between democracy and authoritarianism. So, at the end of the day, all we've really got is each other." Well said, Bruce!

The second quote; "Terrible things are happening outside. Poor helpless people are being dragged out of their homes. Families are torn apart. Men, women, and children are separated. Children come home from school to find that their parents have disappeared."

Diary of Anne Frank  
January 13, 1943

IN THE STRUGGLE,  
Kenneth Lerch  
President NALC 3825

## Vice-President's Report



By the Numbers  
Form 1571

There have been reports within our branch of supervisors, managers and postmasters who are intentionally delaying mail. First-class mail, time sensitive mail and parcels are included in their instructions to Letter Carriers to "leave that mail" or to "take your" DPS and parcels and go directly to the street without casing the mail staged at their routes or in the distribution cases.

In one office in particular within our branch, this intentional delay of mail is a regularly occurring practice by management.

Anytime you are instructed to leave mail that has been distributed to your route, DPS for your route or parcels or SPRs distributed to your route for delivery, you are required to complete PS Form 1571, "Undelivered Mail Report". On the Form 1571: "The Following Mail Distributed To Me For Delivery Was Left In The Office Or Returned Undelivered." Indicate the type and footage or number of pieces of mail, sign the form and give it to your supervisor. Very Important-request a copy of the completed 1571 for your records. This serves two purposes; it protects you from being charged with delaying mail and it documents that you reported delayed mail in the event this mail is delivered that day by another Letter Carrier.

M-41:

131.45 Do not curtail or eliminate any scheduled delivery or collection trip unless authorized by a manager, in which case you must record all facts on PS Form 1571.

131.46 Before you leave the office, enter on PS Form 1571 the mail curtailed; when you return, add any mail which was not delivered and which was returned to the office.

642 Use of Curtailment Form - PS Form 1571

When delivery of parcels is curtailed for any reason, prepare PS Form 1571 as explained in 442.

M-39:

111.2.j: Issue PS Form 1571 when the carrier is instructed

to curtail mail, indicating action thereon. Upon request, a duplicate of the completed form will be provided the carrier.

Form 3971

Unscheduled absences should be reported to your supervisor before your scheduled reporting time, except when this is not possible in certain emergency situations. If you call in to your office to report your illness or other reason why you can't report to work as scheduled, make a note of who you spoke to and what was said.

ELM Section 511.23 requires all USPS employees to complete PS Form 3971, Request for or Notification of Absence when requesting or using any type of leave.

a. Request leave by completing PS Form 3971, Request for or Notification of Absence.

Your supervisor should have a partially completed PS Form 3971 for you when you return to work following an unscheduled absence. Be careful when fully completing and signing this Form 3971 to be sure that the usually computer-generated form is accurate.

On the PS Form 3971 you are provided **is the selected type what you requested?** Is the amount of leave requested correct? Is the date or dates of leave used accurate? Is the "Time of Call or Request" or "Scheduled Reporting Time" sections of the Form 3971 accurate? If any of this information is not correct, I suggest lining out the incorrect information, write your initials next to the incorrect entry and enter the correction. I have seen PS Forms 3971 that are computer generated have a remark in the Remarks section that reads-"No Call". This seems to happen when there is nothing entered in the "Time of Call" box. Obviously, this would have a very negative impact on your attendance record.

On the bottom half (or reverse) of PS Form 3971, there are numerous entries titled, "Reason I was incapacitated for duty during this absence:" Indicate here why you were unable to report as scheduled.

Submit two copies of your completed PS Form 3971 and obtain a management completed copy of the Form for your records. Improperly completed PS Forms 3971 that are generated for you by your supervisor can have an adverse effect on your pay as well as your attendance history so be sure the information on your submitted form is accurate.



## 298 Cases Impassed

As of June 1, 2025, our Branch had 298 cases waiting to be heard at arbitration! No, that's not a typo. By the time you read this it will undoubtedly be more than that. 298 cases that the Step B team Impassed because they couldn't or wouldn't, reach a decision.

Over 95% of the cases I've sent to Step B in the past two years have been "Impassed". I sent two cases to Step B with the only requested remedy being, "Whatever the Step B team deems appropriate." Yes, they were Impassed!

These Impassed cases are then placed in a holding pattern waiting to be heard at Arbitration. Even if our Branch had one impassed case a day being heard at an Arbitration hearing (and we have a tiny fraction of that number), it would take over 14 months of daily arbitration hearings to clear the backlog!

JCAM, page 15-25 reads:

"The parties agree the following factors will be used to evaluate the effectiveness of individual Step B Teams:

- Increase in grievance activity
- Grievance processing delays
- Reoccurring grievances
- Incomplete grievance files from Formal Step A
- Consistent impasses on the same issue
- Step B resolution rate below 80%
- Step B decisions that are consistently not educational
- Step B impasses that are unnecessarily lengthy"

"The Area Manager, Labor Relations (AMLR) and National Business Agent (NBA), or their designees, are responsible for using the above factors to review performance of their respective Step B Teams. When a Step B Team is consistently experiencing one or more of the above factors, the AMLR and NBA, or their designees, will jointly review the circumstances and determine any action(s) necessary to address the situation(s)."

"Step B resolution rate below 80%", check. "Consistent impasses on the same issue", check. "Step B impasses that are unnecessarily lengthy", check. Our resolution rate at Step B is well under 10% and has been for years!

We qualify several times over for a USPS-NALC joint review of the Step B team and addressing this situation.

The NALC-USPS joint agreement, M-01492 states

in part, "We will work together to prevent contract violations through communication, training, and good faith efforts to anticipate workplace problems and resolve disputes in a timely manner."

"We will make every effort to resolve our disputes in a professional manner and to avoid any unnecessary escalation of disputes which may adversely impact adherence to the above principles or adversely influence union-management relationships at other levels of the organization."

Sounds good in theory. Let's put it to practice.

In August 2016, the Joint NALC-USPS "Article 15 Dispute Resolution Process Local Orientation Package" that explained the DRP process contained the following information:

"More contract compliance. Quicker and more educational decisions are designed to encourage consistent compliance with the contract. The procedure targets both contractual violations and improper discipline."

"Fewer frivolous grievances. Quicker and more educational decisions also result in the filing and appeal of fewer meritless grievances. And better contract compliance leads to fewer grievances overall."

"Fewer "automatic" denials. Quicker and more educational decisions tend to minimize the "automatic" denial of grievances, resulting in more serious management consideration of grievances at the earliest steps."

"Fewer pending disputes and backlogs at all levels. The current Article 15 grievance procedure will help the parties continue to shrink grievance and arbitration backlogs."

As you can see there are contractual tools available to address what has become a complete breakdown of Article 15 and the Dispute Resolution Process. Our Branch and I'm sure many others, qualify for this situation to be addressed and remedied. The time is now to get that done.

Chuck Clark  
NALC Branch 3825, VP

## OFFICERS

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12. Trustee	Kevin Abernathy
13. Trustee	David Savell
14. Trustee	Yesid Tovar
15. Trustee	Viktor Fraker

*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

## Branch 3825 Stewards

### Chief Stewards

1. Ken Lerch	Rockville
2. Chuck Clark	Mont. Village
	Diamond Farms
	Frederick
3. Kevin Abernathy	Potomac
	Pike
4. Sergio Lemus	Rockville Main
5. Robert Weisner	Twinbrook

### Stewards

1. Grace White	Rockville Main
2. Robert Weisner	Potomac
3. Melissa Limage	Pike Annex
	Germantown
4. Shearly Shawn	Burtonsville
5. Kevin Lu	Diamond Farms
6. Dave Savell	Mont-Village
7. Viktor Fraker	Damascus
	Brunswick
	Boonsboro
	Thurmont
	Taneytown
	Frederick
8. Consandra McCallum	Twinbrook
9. Melissia Johnson	Derwood
10. Steve Klein	Gberg Main

### Alternates

1. Mathew Ackah	Diamond Farms
2. Christian Schley	Frederick
3. Jose Ortega	Twinbrook
4. Mohammed Bashar	Germantown
5. Melissia Johnson	Rockville Main
6. Karla Carter	Rockville Main
7. Grace White	Derwood
8. Yesid Tovar	Gaithersburg MO
9. Julius Manning	Diamond Farms
10. Tony Trinh	Mont. Village
11. Dylan Hale	Potomac
12. Lolita Moore-Harriday	Potomac

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

## Grievance Summaries

Following are 475 grievance summaries from the offices represented by Branch 3825: Thanks to all the hardworking stewards and officers for your excellent representation throughout the grievance process, from Informal Step A all the way to Arbitration.

### Burtonsville

1. 66-23-SK22. **Pre-Arbitration.** The 14 Day Suspension for alleged "Unsatisfactory Attendance" shall be rescinded and expunged from all files effective the date of this settlement.
2. 66-24-SK09. **Pre-Arbitration.** The 14Day Suspension for "Unsatisfactory Performance/ At Fault Accident" shall be reduced to a Letter of Warning with a one year retention period, at which time it will be removed from all files, records and e-OPF.
3. 66-24-SS29. Formal A Step A. The 7 Day Suspension for Improper Conduct is rescinded and reduced to an Official Discussion, and will be removed from the Grievant's OPF and all USPS files and records immediately.
4. 66-24-SS22. Formal A Step A. The 7 Day Suspension for Improper Conduct is rescinded and reduced to an Official Discussion, and will be removed from the Grievant's OPF and all USPS files and records immediately.
5. 66-24-SS18. **Step B Decision.** Management violated Article 30 of the National Agreement and B-12 of the LMPU when they failed to approve the Grievant's Annual Leave request when the calendar was open: the Step B Team instructed management to approve one 8 hour day of leave to the Grievant in compliance with the LMOU.
6. 66-23-SK117. **Step B Decision.** Management violated Article 30 of the National Agreement and B-12 of the LMPU when they failed to approve the Grievant's Annual Leave request when the calendar was open: the Step B Team instructed management to approve one 8 hour day of leave to the Grievant in compliance with the LMOU.
7. 66-23-SK84. **Pre-Arbitration.** Management will adhere to Handbook M-39 Section 115.4 "Maintain Mutual Respect Atmosphere".
8. 66-22-SK95. **Pre-Arbitration.** Management will adhere to Handbook M-39 Section 115.4 "Maintain Mutual Respect Atmosphere".
9. 66-23-SK21. **Pre-Arbitration.** Management will adhere to Article 15 and 19 in regard to PS Form 8190 Item 14.
10. 66-24-SS10. **Step B Decision.** Management refused to sign off at Formal A on the contractually mandated requirement to pay administrative leave for violating EL 505 Section 13-4 and F-21 Section 390: management agreed to make the payment but refused to bargain in good faith to resolve the issue in writing. The Step B Team instructed management to "recognize their obligation" to bargain in good faith.
11. 66-24-SS5, 6 and 7. **Step B Decision.** The Step B Team combined 3 grievances settlements saying "management is advised in the future to provide clear and concise instructions to carriers who have properly notified management of overtime on and off their routes".
12. 66-24-SS1. **Pre-Arbitration.** Management violated Article 30 of the National Agreement and B-12 of the LMPU when they failed to approve the Grievant's 2 requests Annual Leave request when the calendar was open: the Step B Team instructed management to approve two 8 hour days of leave to the Grievant in compliance with the LMOU.
13. 66-24-SK16. **Pre-Arbitration.** Management violated Article 30 of the National Agreement and B-12 of the LMPU when they failed to approve the Grievant's 2 requests Annual Leave request when

the calendar was open: the Step B Team instructed management to approve two 8 hour days of leave to the Grievant in compliance with the LMOU.

14. 66-23-SK210. **Pre-Arbitration.** Management violated Article 30 of the National Agreement and B-12 of the LMPU when they failed to approve the Grievant's 2 requests Annual Leave request when the calendar was open: the Step B Team instructed management to approve two 8 hour days of leave to the Grievant in compliance with the LMOU.

15. 66-23-SK188. **Pre-Arbitration.** Management will provide information requested by the Union within 2 delivery days. If the request is extensive, management will consult with the Union.

16. 66-22-SK98. **Pre-Arbitration.** Management failed to provide information requested by the Union: to resolve the issue, 10 carriers in Burtonsville are each paid a lump sum of \$25.00 each (total \$250.00).

17. 66-23-SK186. **Pre-Arbitration.** Management will provide information requested by the Union within 2 delivery days. If the request is extensive, management will consult with the Union.

18. 66-22-SK103. **Pre-Arbitration.** Management failed to post 4 weeks of leave that were available and violated Article 30 and the LMOU. 4 additional weeks of leave will be posted in 2025.

19. 66-22-SK92. **Pre-Arbitration.** Management will comply with Handbook M-39 Section 141.2 "the carrier must be given one day's advance notification of a mail count"

20. 66-24-SS4. **Pre-Arbitration.** The Letter of Warning for Leaving Vehicle Running while Unattended is reduced to a retention period of one year, at which time it will be removed from all files and records, including e-OPF.

21. 66-23-SK239. **Pre-Arbitration.** The 14 Day Suspension for Failure to be Regular in Attendance is rescinded and removed from all files and records effective immediately.

22. 66-23-SK241. **Pre-Arbitration.** The 14 Day Suspension for Improper Conduct is rescinded and removed from all files and records effective immediately.

23. 66-24-SS16. **Step B Decision.** Management is instructed to abide by Article 16.10: "a notice of discipline which is subsequently fully rescinded, whether by settlement, arbitration award or independent management action, shall be deemed not to have been "initiated" for purposes of Article 16 Section 10, and may not be cited or considered in any subsequent disciplinary action".

24. 66-24-SK02. **Pre-Arbitration.** Management violated Article 1.6 of the National Agreement when a 204B performed Letter Carrier duties. As a result, 4 carriers are awarded lump sums which totaled \$315.00.

25. 66-24-SS11. **Pre-Arbitration.** The 14 Day Suspension for "Unsatisfactory Attendance" is reduced to a retention period of 1 year, at which time it will be removed from all files and records, including e-OPF.

### Brunswick

1. 16-25-VF103. Formal Step A. Management violated Article 8. F.F when they worked a Non-ODL over 10 hours (10.65). The carrier will be paid an additional 50% their regular rate of pay for all time worked over 10 hours.

### Cabin John

1. 18-21-KA01. **Pre-Arbitration.** Management violated Article 30 and Item 14 of the LMOU when they utilized a carrier from outside of the installation rather than utilize the ODL to the fullest extent possible. As a result, the Grievant is paid a lump sum of \$1,663.00.

### Damascus



1. 72-24-VF226. **Pre-Arbitration.** The Emergency Placement issued to the Grievant for an alleged violation of the "Zero Tolerance Policy" if rescinded and removed from all employee files and records immediately, and the Grievant will be made whole for all lost wages and benefits (3 ½ months), excluding overtime (\$20, 630.00 in wages, \$2,096 AL & SL reimbursed).

2. 72-25-VF014. Formal Step A. Management violated the contract when they instructed the Letter Carrier to clock on to Code 782 (Training) while delivering his route as soon as he clocked in. Management will henceforth cease and desist instructing carriers to use Code 782 when performing carrier office or street duties.

3. 72-25-VF004. Formal Step A. Management failed to pay several carriers properly on the day of an on-going snow storm. To resolve the issue, three carriers are paid the appropriate amount of overtime they worked (.27 hours, .34 hours and .50 hours) and one carrier will have the leave he was charged (.32 hours AL) returned to his leave balance.

4. 72-24-VF713. Formal Step A. Management will provide the Union with all Letter Carrier craft assignment vacancy postings open for bidding and a copy of the award notice for each posting when it is posted in the office.

5. 72-24-VF603. Formal Step A. Management will provide the Union with all Letter Carrier craft assignment vacancy postings open for bidding and a copy of the award notice for each posting when it is posted in the office.

6. 72-24-VF555. **Step B Decision.** Management violated Articles 15, 17 and 31 when they failed to provide information to the Steward that requested it. They are instructed to do so.

7. 72-24-VF421. **Step B Decision.** Management violated Articles 15, 17 and 31 when they failed to provide information as requested. The Team instructed management to comply with the contract.

8. 72-24-VF605. Formal Step A. Management will meet with the steward concerning the grievance by the grievance deadline, unless there is a mutually agreed extension of the time limits.

9. 72-23-VF128. Formal Step A. 204B supervisor Dietmeier will treat the Grievant with dignity and respect and complete USPS online "HERO" courses within 30 days of this settlement.

10. 72-23-VF130. Formal Step A. The USPS vehicle assigned to Route 72004 will be returned to service on that route immediately.

11. 72-23-VF134. Formal Step A. A supervisor will sign and provide a copy of Form 1571 before they end their tour, and carriers who use their MDD or call back for instructions will be given clear instructions.

12. 72-24-VF001. Formal Step A. Management failed to post the ODL signup sheet for Q1 of 2024: management will correct this by having a new signup period from 1-25 thru 1-31. Furthermore, management will ensure hours and opportunities offered during the quarter are equitable, and will further ensure in the future the signup list is posted 2 weeks prior to the beginning of a new quarter.

13. 72-24-VF331. **Step B Decision.** Management violated Article 8.5.C.2.b when the office was not equitable for Q1 of 2024. As a result, one ODL carrier is paid 12.29 hours at his regular rate of OT.

14. 72-24-VF451. **Step B Decision.** The Team ruled that management violated Article 41.1.C.4 when they failed to allow the Grievant to work her duty assignment as posted, but failed to provide the monetary remedy required by the JCAM.

15. 72-24-VF024. **Pre-Arbitration.** Management forced a PTF off his hold-down. As a result, the carrier is paid a lump sum of \$408.00.

16. 72-23-VF008. **Arbitration.** Management violated Article 8 when they forced a carrier to work beyond the 12/60 hour limit. The carrier will be paid an additional 50% his regular pay for all hours worked over 12/60. In addition any carrier in the installation may clock off and leave at the 12/60 limit without the threat of discipline.

17. 72-22-VF43. **Arbitration.** The Grievance regarding at hold down issue is denied.

### Derwood

1. 55-24-MJ43. 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. The 8 hours charged to AWOL are converted to 8 hours of Sick Leave.

2. 55-24-MJ20. Formal Step A. The Letter of Warning for "Improper Conduct" is reduced to an official discussion and removed from the Grievant's OPF immediately.

3. 55-23-MJ50. The grievance was withdrawn when management corrected the carrier's clock rings and made her whole for the loss of any and all hours not credited properly between 12-16-23 and 12-29-23.

4. 55-23-MJ41. Informal Step A. Management will Cease and Desist writing in the remarks section of Form 3971. Management is only to write in the "Official Action: give reason below" section.

5. 55-23-MJ44. Informal Step A. Management violated Article 41 when they failed to schedule the Grievant properly on her hold-down, marking her N/S instead of working her. To resolve the issue, the Grievant is paid 8 hours at the straight time rate.

6. 55-24-MJ10. Informal Step A. The Letter of Warning for an "SPM Failure" is reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

7. 55-23-MJ301. Informal Step A. The Letter of Warning for an "SPM Failure" is reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

8. 55-24-MJ05. **Step B Decision.** "The Step B Team has agreed MCS McMahon violated Article 19 of the National Agreement with actions inconsistent with Section 115.4 of Handbook M-39 on 2-2-2024. Management will endeavor to treat others with dignity and respect".

9. 55-24-MJ03. Formal Step A. The 1017-B entry for alleged "Unauthorized Overtime" of .45 hours is rescinded.

10. 55-24-MJ04. Formal Step A. The 1017-B entry for alleged "Unauthorized Overtime" of 1.95 hours is rescinded. Companion grievance to Step B decision for 55-24-MJ05.

11. 55-23-SL02. Informal Step A. The Grievant's Form 3971 request is corrected to Approved Sick Leave FMLA.

12. 55-24-MJ08. Formal Step A. The 1017-B entry for the Grievant for .87 hours alleged "unauthorized overtime" is rescinded and removed from the 1017-B log.

13. 55-23-MJ34. This grievance was withdrawn when the Postmaster intervened to correct the cell size on the case labels which were incorrect. This was necessary when the Station Manager refused to acknowledge the problem despite testimony and evidence.

14. 55-23-MJ51. Formal Step A. The regular carrier (a Work Assignment carrier) was deprived of Overtime when the 2 hours OT on his route was assigned to his T6 (another W?A carrier). As a result of this violation of Article 8, page 8-22 of the March 2022 JCAM, the Grievant will be paid 2 hours of Overtime.

15. 55-24-MJ30. Formal Step A. Management violated Article 8.8C when they instructed a PTF carrier to return to work after completing his tour and then they failed to pay him the guaranteed 4 hours. As a result, the Grievant is paid 4 hours at the penalty rate including night differential.

16. 55-24-MJ11. Informal Step A. The Letter of Warning for alleged "Unacceptable Attendance" is Rescinded and Removed from the Grievant's OPF immediately.

17. 55-23-MJ40. Formal Step A. The & Day Notice of Suspension for alleged "Abandonment of Job/AWOL" is rescinded, and the AWOL charge removed, and the hours charged to reflect 6.97 hours of LWOP.

18. 55-22-MJ50. Formal Step A. Employees who have insufficient

leave balance to cover an approved absence will have their option to either take the absence as LWOP or cancel part of the week and report to work in accordance with Section 512.43 and 514 of the ELM.

19. 55-23-MJ303. Informal Step A. Management violated Article 8.5.G.2 of the National Agreement when two (2) regular carriers were forced to work over 12 hours (12.33 and 12.24 hours). As a result the carriers will be paid an additional 50% their regular rate of pay for all hours worked over 12.

20. 55-23-MJ302. Informal Step A. Management violated Article 8.5.G.2 of the National Agreement when one (1) regular carrier was forced to work over 12 hours (12.38 hours). As a result the carrier will be paid an additional 50% their regular rate of pay for all hours worked over 12.

21. 55-23-MJ300. Informal Step A. Management violated Article 8.5.G.2 of the National Agreement when one (1) regular carrier was forced to work over 12 hours (12.31 hours). As a result the carrier will be paid an additional 50% their regular rate of pay for all hours worked over 12.

22. 55-21-SL45. **Pre-Arbitration** (dated 1-24-2024). Management violated the "Letter Carrier Paragraph" and Article 8.5.G when the Non-ODL was forced to work overtime when ODL carriers were available. A partial agreement was made at Formal A paying 1 ODL for .42 hours at the Overtime Rate. The Pre-Arbitration awards the Non-ODL an additional \$21.25 for the violation.

23. 55-21-SL33. **Arbitration** (dated 12-11-23). The Arbitrator dismissed this Article 8 (Overtime violation) because the Grievant had failed to fill out a 3996 (request for overtime) and failed to notify management of the need for overtime.

24. 55-24-GW36. Informal Step A. The ODL carrier will be paid 1.98 hours at the penalty rate for an Article 8 violation.

25. 55-24-MJ49. Informal Step A. The Letter of Warning for an "SPM Failure" is reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

#### **Diamond Farms**

1. 78-24-KL37. Informal Step A. The Letter of Warning for allegedly "Failing to Fill out 3996" is rescinded and removed from all records immediately.

2. 78-24-KL25. Formal Step A. The Letter of Warning for "Unauthorized Overtime" is rescinded and reduced to an official discussion, and is removed from all USPS files and records.

3. 78-24-KL40. Informal Step A. The Letter of Warning for "Unauthorized Overtime" is rescinded and reduced to an official discussion, and is removed from all USPS files and records.

4. 78-24-KL31. Formal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is rescinded and is removed from all USPS files and records.

5. 78-24-KL26. Formal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is rescinded and is removed from all USPS files and records.

6. 78-24-KL14. Informal Step A. The Letter of Warning for "Failure to Fill Out 3996" is reduced to an Official Discussion.

7. 78-24-KL16. Informal Step A. The Letter of Warning for "Failure to Fill Out 3996" is reduced to an Official Discussion.

8. 78-24-KL22. Informal Step A. The Letter of Warning for "Failure to Fill Out 3996" is reduced to an Official Discussion.

9. 78-24-KL21. Informal Step A. The Letter of Warning for "Failure to Fill Out 3996" is reduced to an Official Discussion.

10. 78-24-KL12. Formal Step A. The Letter of Warning for "Failure to Fill Out 3996" is reduced to an Official Discussion.

11. 78-24-KL32. Formal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is rescinded and is removed from all USPS files and records.

12. 78-24-MA02. Formal Step A. Management will Cease and Desist

violating Article 41, and the regular carrier will fulfill his own duties on a regularly scheduled 8 hour day.

13. 78-23-KL13. Formal Step A. The Letter of Warning for "Improper Footwear" is rescinded and reduced to an official discussion, and is removed from all USPS files and records.

14. 78-23-SK150. Formal Step A. The Letter of Warning for alleged "Stationary Time" is rescinded and removed from all USPS files and records immediately.

15. 78-24-KL39. Informal Step A. The Letter of Warning alleging "Failure to Fill Out 3996" is rescinded and removed from all files and records.

16. 78-24-MA16. Informal Step A. The Letter of Warning for alleged "Failure to fill out Form 3996" is rescinded and expunged from all records.

17. 78-24-KL65. Formal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

18. 78-24-KL62. Formal Step A. The Letter of Warning for alleged "No 3996" is rescinded and removed from all USPS files and records immediately.

19. 78-24-KL36. Formal Step A. The Letter of Warning for "Unauthorized Overtime" is reduced to a retention period of 6 months at which time it will be removed from all USPS files and records.

20. 78-24-KL63. Formal Step A. The Letter of Warning for "Unauthorized Overtime" is reduced to a retention period of 6 months at which time it will be removed from all USPS files and records.

21. 78-22-DS13. Informal Step A. The Notice of Removal for "Unacceptable Attendance" is reduced to a 7 Day Suspension with a retention period of 11 and a half months, at which time it will be removed from all USPS files and records. Furthermore, the two AWOL charges will be converted to LWOP and SL as appropriate, and this discipline may only be cited in future discipline related to attendance.

22. 78-24-KL61. Formal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to a retention period of 1 year, at which time it will be removed from all USPS files and records.

23. 78-24-KL58. Formal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to a retention period of 1 year, at which time it will be removed from all USPS files and records.

24. 78-24-KL53. Informal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

25. 78-24-KL57. Informal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

26. 78-24-KL64. Informal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

27. 78-24-KL55. Formal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

28. 78-24-KL56. Informal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

29. 78-24-MA39. Formal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

30. 78-23-SK140. **Pre-Arbitration**. The Letter Warning for alleged "Stationary Time" is rescinded and removed from all USPS files and records immediately.

31. 78-24-KL52. Formal Step A. The Letter of Warning for "No 3996" is reduced to a retention period of 6 months at which time it



will be removed from all USPS files and records.

32. 78-24-KL38. Formal Step A. The Letter of Warning for "Unauthorized Overtime" is reduced to a retention period of 1 month at which time it will be removed from all USPS files and records.

33. 78-24-MA21. Informal Step A. The Letter Warning for alleged "Stationary Time" is rescinded and removed from all USPS files and records immediately.

34. 78-24-MA20. Informal Step A. The Letter Warning for alleged "Stationary Time" is rescinded and removed from all USPS files and records immediately.

35. 78-23-SK138. Formal Step A. The Letter of Warning for "No carrier in the office before 9 AM" is reduced to a retention period of 6 months at which time it will be removed from all USPS files and records.

36. 78-23-SK143. **Pre-Arbitration.** The Letter of Warning for "No carrier in the office before 9 AM" is rescinded and removed from all USPS files and records immediately.

37. 78-23-SK139. **Pre-Arbitration.** The Letter of Warning for "No carrier in the office before 9 AM" is rescinded and removed from all USPS files and records immediately.

38. 78-24-MA15. Informal Step A. The Letter of Warning for alleged "No 3996/Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

39. 78-24-KL41. Informal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

40. 78-24-MA23. Informal Step A. The Letter of Warning for "Scanning Integrity" is reduced to a retention period of 6 months at which time it will be removed from all USPS files and records.

41. 78-24-KL59. Formal Step A. The Letter of Warning for "Scanning Integrity" is reduced to an Official Discussion and it will be removed from all USPS files and records.

42. 78-23-SK141. Formal Step A. The Letter Warning for alleged "Unsatisfactory Attendance" is rescinded and removed from all USPS files and records immediately.

43. 78-23-SK142. Formal Step A. The 7 Day Suspension for alleged "Unsatisfactory Attendance" is rescinded and removed from all USPS files and records immediately.

44. 78-23-SK124. **Step B Decision.** The Letter Warning for alleged "Unsatisfactory Attendance" is rescinded and reduced to an Official Discussion, and removed from all USPS files and records immediately.

45. 78-24-KL15. Informal Step A. The Letter of Warning for "No 3996" is reduced to an Official Discussion, and it will be removed from all USPS files and records.

46. 78-24-MA01. Informal Step A. The Letter of Warning for "No 3996" is reduced to an Official Discussion, and it will be removed from all USPS files and records.

47. 78-24-MA11. Informal Step A. The Letter of Warning for "Unauthorized Overtime" is reduced to an Official Discussion, and it will be removed from all USPS files and records.

48. 78-24-KL13. Informal Step A. The Letter of Warning for "No 3996" is reduced to an Official Discussion, and it will be removed from all USPS files and records.

49. 78-24-MA19. Informal Step A. The Letter Warning for alleged "Stationary Time" is rescinded and removed from all USPS files and records immediately.

50. 78-24-KL54. Informal Step A. The Letter of Warning for "Unauthorized Overtime" is reduced to an Official Discussion, and it will be removed from all USPS files and records.

51. 78-24-MA46. Informal Step A. The Letter of Warning for "Unauthorized Overtime" is reduced to an Official Discussion, and it will be removed from all USPS files and records.

52. 78-24-MA13. Informal Step A. The Letter of Warning for "Unauthorized Overtime" is reduced to an Official Discussion, and

it will be removed from all USPS files and records.

53. 78-24-MA12. Informal Step A. The Letter of Warning for "Unauthorized Overtime" is reduced to an Official Discussion, and it will be removed from all USPS files and records.

54. 78-24-MA45. Informal Step A. The Letter of Warning for "Unauthorized Overtime" is reduced to an Official Discussion, and it will be removed from all USPS files and records.

55. 78-24-KL42. Informal Step A. The Letter of Warning for "Unauthorized Overtime" is reduced to an Official Discussion, and it will be removed from all USPS files and records.

56. 78-24-KL09. Informal Step A. The Letter of Warning for "Express Mail Failure" is reduced to an Official Discussion, and it will be removed from all USPS files and records.

57. 78-24-KL45. Informal Step A. The Letter of Warning for "No 3996" is reduced to an Official Discussion, and it will be removed from all USPS files and records.

58. 78-23-SK139. **Step B Decision.** The Letter Warning for "Stationary Time" is rescinded and reduced to an Official Discussion, and removed from all USPS files and records immediately.

59. 78-24-KL20. Informal Step A. The Letter Warning for "Failure to Deliver Parcels" is rescinded and reduced to an Official Discussion, and removed from all USPS files and records immediately.

60. 78-24-MA29. Formal Step A. The Letter Warning for alleged "No 3996" is rescinded and removed from all USPS files and records immediately.

61. 78-24-MA17. Informal Step A. The Letter Warning for alleged "No 3996" is rescinded and removed from all USPS files and records immediately.

62. 78-24-MA14. Informal Step A. The Letter Warning for alleged "No 3996/Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

63. 78-24-KL59. Informal Step A. The Letter Warning for alleged "No 3996" is rescinded and removed from all USPS files and records immediately.

64. 78-24-MA18. Informal Step A. The Letter Warning for alleged "No 3996" is rescinded and removed from all USPS files and records immediately.

65. 78-24-KL27. Formal Step A. The Letter Warning for alleged "Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

66. 78-24-KL30. Informal Step A. The Letter Warning for alleged "Failure to Curtail when Instructed to" is rescinded and removed from all USPS files and records immediately.

67. 78-24-MA30. Formal Step A. The Letter of Warning for "No 3996" is reduced to an Official Discussion, and it will be removed from all USPS files and records.

68. 78-24-KL17. Informal Step A. The Letter of Warning for "No 3996" is reduced to an Official Discussion, and it will be removed from all USPS files and records.

69. 78-23-SK125. Formal Step A. Manager T. Hall will treat the Grievant with dignity and respect, and comply with M-39 Sections 115.3 and 4 as well as the "Zero Tolerance" policy.

70. 78-24-KL43. Formal Step A. The Letter of Warning for "Unauthorized Overtime" is reduced to an Official Discussion, and it will be removed from all USPS files and records.

71. 78-24-MA22. Informal Step A. The Letter of Warning for "Scanning Integrity" is rescinded and will be removed from all USPS files and records immediately.

72. 78-24-KL60. Formal Step A. The Letter Warning for alleged "Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

73. 78-23-SK136. Formal Step A. The Letter Warning for alleged "Unsatisfactory Attendance" is rescinded and removed from all USPS files and records immediately.

74. 78-24-KL29. **Step B Decision.** The Letter Warning for alleged "Not Leaving Office by 10:30" is rescinded and removed from all

USPS files and records immediately. Management did not provide contentions for Step B.

75. 78-24-KL28. Formal Step A. The Letter Warning for alleged "Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

76. 78-24-KL44. Formal Step A. The Letter Warning for alleged "Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

77. 78-24-KL19. Formal Step A. The Letter Warning for alleged "Unauthorized Overtime" is rescinded and removed from all USPS files and records immediately.

78. 78-24-KL18. Formal Step A. The 2 Letter Warnings for alleged "Unauthorized Overtime" are rescinded and removed from all USPS files and records immediately.

79. 78-25-JM01. Formal Step A. Two (2) PTF carriers are granted 8 hours each of administrative leave for the "National Day of Mourning 1-9-2025 as outlined on pages 10-2 and 10-21 of the March 2022 JCAM.

80. 78-24-JM01. Formal Step A. Two WA/Non ODL carriers were deprived of their overtime when their work was assigned to ODL carriers. As a result, the two carriers are paid the appropriate OT they were due (2.30 hours = \$135.75) and (2.08 hours = \$115.11).

81. 78-24-SK34. Formal Step A. To attempt to maintain overtime equitability, management will provide the Union withovertime "turn-downs" on a weekly basis and the updated cumulative hours will be posted on a weekly basis.

82. 78-24-KL49. Formal Step A. Management will not remove Letter Carriers from theor bid assignments except in emergency situations. The affected carrier will be returned his 1.05 hours of AL, and it will be designated as "Guaranteed time".

83. 78-24-KL46. Formal Step A. Management will provide the Union with requested information within 24 hours, unless there is a legitimate need that delays this request, at which time management will inform the Union.

84. 78-24-SK25. Informal Step A. Management violated Article 8.5.C.2 when they failed to maintain overtime equitability for Quarter 2 of 2024. As a result, 4 ODL carriers are paid a total of \$1274.66.

85. 78-24-SK22. Informal Step A. Management violated Article 8.5.C.2 when they failed to maintain overtime equitability for Quarter 1 of 2024. As a result, 6 ODL carriers are paid a total of \$1193.00.

86. 78-24-SK05. Informal Step A. Management violated Article 8.5.C.2 when they failed to maintain overtime equitability for Quarter 4 of 2023. As a result, 4 ODL carriers are paid a total of \$7007.00.

87. 78-23-SK182. Informal Step A. Management violated Article 8.5.C.2 when they failed to maintain overtime equitability for Quarter 4 of 2023. As a result, 5 ODL carriers are paid a total of \$2339.00.

88. 78-24-KL08. Formal Step A. Management improperly prohibited a carrier from clocking on for .93 hours when he informed them he had lost his arrow key the previous day. To resolve the issue, the carrier is paid a lump sum of \$40.00 (.43 POT and .50 OT).

89. 78-24-KL33. Formal Step A. Management's reversion of Route 78059 was deemed improper and the route will be posted for installation wide bidding.

90. 78-24-KL123. Formal Step A. Management and the Union agree that no 1st Class, 2nd Class or political mail will be delayed unless there is an emergency situation that prevents timely delivery.

91. 78-24-KL05. **Step B Decision.** Management violated Article 8 when they forced 4 carriers to work beyond the 60 hour limit. Management contended "where in the JCAM does it state carriers must be paid an additional 50% premium?" Answer: Page 8-19. 4 ODLs are paid a total of \$170.24. This is an actual example of management waste.

92. 78-24-KL01. **Pre-Arbitration.** Management violated ELM 432.32 when they forced 4 CCA's to work beyond the 11.50 hour limit per day: as a result the CCA's are paid an additional 50% for all hours worked past that limit (total \$317.00)

93. 78-23-KL18. **Pre-Arbitration.** Management violated ELM 432.32 when they forced 4 CCA's to work beyond the 11.50 hour limit per day: as a result the CCA's are paid an additional 50% for all hours worked past that limit (total \$471.00)

94. 78-23-SK172. **Step B Decision.** "Management must comply with Article 19 of the National Agreement, via Section 115.26 of Handbook M-41. Management will stop barring employees from entering the Diamond Farms facility prior to their scheduled tour of duty."

95. 78-24-KL04. Formal Step A. Management will discontinue the practice of violating Article 41.1.C.4 (improperly scheduling carriers off their bid assignment).

96. 78-23-KL14. Informal Step A. Management violated ELM 432.32 when they forced 6 CCA carriers to work beyond the 11.50 limit. As a result, the CCA carriers are paid a total of \$411.00.

97. 78-23-KL10. Informal Step A. Management violated Article 8.8 of the National Agreement when the CCA carrier was not paid for a full 4 hours. The carrier will be paid 1.05 hours (\$20.30).

98. 78-21-SK121. **Pre-Arbitration.** Management violated Articles 30 and 41 when they failed to post a route in a timely fashion. The successful bidder is awarded a lump sum of \$280.00. (almost 3 years to settle).

99. 78-24-KL004. **Step B Decision.** Management is instructed to comply with Article 8.5G when Non-ODL carriers are forced to work overtime off their assignment; the Conneticut Step B Team has made the necessary pay adjustments". 2 ODL carriers are paid 1.95 hours OT. The W/A carrier failed to fill out a 3996.

### Frederick

1. 01-24-VF138. Informal Step A. The 7 Day Suspension for an "Express Mail Failure" if reduced to a Letter of Warning with a retention period of one year, at which time it will be removed from the Grievant's OPE.

2. 01-24-VF136. Informal Step A. The 14 Day Suspension for "Unacceptable Attendance" is reduced to a retention period of one year on file at which time it will be removed from the Grievant's OPE, and may only be cited in future attendance related issues.

3. 01-24-VF613. Informal Step A. The 14 Day Suspension for "Unacceptable Attendance" is reduced to a retention period of one year on file at which time it will be removed from the Grievant's OPE, and may only be cited in future attendance related issues.

4. 01-23-VF094. Informal Step A. The 7 Day Suspension for "Unacceptable Attendance" is reduced to a retention period of one year on file at which time it will be removed from the Grievant's OPE, and may only be cited in future attendance related issues.

5. 01-24-VF403. Informal Step A. The 7 Day Suspension for "Unacceptable Attendance" is reduced to a retention period of 18 months on file at which time it will be removed from the Grievant's OPE, and may only be cited in future attendance related issues.

6. 01-24-VF140. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to a retention period of one year on file at which time it will be removed from the Grievant's OPE, and may only be cited in future attendance related issues.

7. 01-24-VF609. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to a retention period of one year on file at which time it will be removed from the Grievant's OPE, and may only be cited in future attendance related issues.

8. 01-24-VF600. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to a retention period of one year on file at which time it will be removed from the Grievant's OPE, and may only be cited in future attendance related issues.

9. 01-23-VF126. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to a retention period of one year on file at which time it will be removed from the Grievant's OPF, and may only be cited in future attendance related issues.

10. 01-24-VF212. Informal Step A. The 7 Day Suspension for "Unacceptable Attendance" is reduced to a Letter of Warning, and may only be cited in future attendance related issues.

11. 01-23-CW010. Informal Step A. Management refused to grant Steward time, and the Shop Steward was forced to process grievances off the clock. As a result, the Grievant (the Steward) will be paid 3 hours at his regular rate of pay, and in the future, management will mutually discuss with the Union the need for time, and a mutual agreement will be made.

12. 01-24-VF010. Informal Step A. Management failed to comply with 01-23-CW010; as a result, the Grievant will be paid 3 hours at his regular rate of pay.

13. 01-24-VF245. Informal Step A. Management failed to comply with the Grievance settlements above (01-23-CW010 & 01-24-VF010)): as compensation for the delayed payment and to settle the issues related, the Grievant will be paid a lump sum of \$217.00 (6 hours regular pay).

14. 01-24-VF001. Informal Step A. The employee in question was AWOL for 6 months with no communication: as a result, management and the Union agree to remove the employee from the 'rolls' of USPS.

15. 01-22-VF126. **Arbitration.** The Notice of Removal is reduced to a 14 Day Suspension, and the Grievant is returned to work without a loss of seniority and is to be made whole for all lost wages and benefits.

16. 01-23-VF113. Informal Step A. Management violated Article 11 and the Frederick MOU when they improperly scheduled the Grievant to work his Holiday. As a result, the Grievant will be paid a total of 5.25 hours at his regular rate of pay (Guaranteed time plus additional 50% for all hours worked).

17. 01-24-VF012. Formal Step A. The Grievant was the victim of a criminal assault while on the job: going forward management agrees to promptly inform the Union steward or local Union official of any instances of a letter carrier being the victim of a crime while on duty.

18. 01-24-VF407. Formal Step A. District Manager of Labor Relation Rashida Robinson improperly issued a "Notification of Duty Assignments Withheld from Posting" on 4-20-2024. This does not comply with the provisions of Article 12, and the two Frederick routes listed in the posting will be assigned to the two senior CCAs through their conversion to regular status. The cited withholding notice is no longer in effect.

19. 01-24-VF405. Formal Step A. Management violated the Frederick LMOU when a posting was pulled down early. To resolve the issue, management agrees to re-post the route for an additional 3 day period.

#### Gaithersburg Main

1. 77-24-SK07. Informal Step A. Management will cease and desist removing carriers from the rolls prematurely. The Grievant will have her EIN activated and provided access to Lite Blue.

2. 77-24-SK08. Informal Step A. The Grievant was not paid due to be improperly removed from the "rolls". She will be paid 66.42 hours at her regular rate of pay and 3.22 hours at the overtime rate.

3. 77-24-SK18. Formal Step A. The Grievant will be paid an additional 50% of the hourly amount listed on Settlement 77-23-SK194 due to the 75+day delay in issuing the adjustment.

4. 77-23-SK191. Formal Step A. This settlement establishes the date/timeline of the Emergency Suspension being ended with the issuance of a Notice of Removal. The EP was established as a thirteen day period.

5. 77-23-CC36. Informal Step A. The Notice of Removal for "Improper Conduct" is reduced to a 14 Day Suspension.

6. 77-23-SK194. Formal Step A. The Grievant was off the clock for 2 PDI's: to resolve the grievance the Grievant will be paid six hours at their regular rate of pay.

7. 77-24-SK24. Informal Step A. Management violated Article 8.5.C.2 when the ODL was not equitable for Quarter 2 of 2024: as a result 5 ODL carriers will be paid a total of \$1859.36.

8. 77-24-SK23. Informal Step A. Management violated Article 8.5.C.2 when the ODL was not equitable for Quarter 1 of 2024: as a result 4 ODL carriers will be paid a total of \$874.24..

9. 77-24-SK04. Informal Step A. Management violated Article 8.5.C.2 when the ODL was not equitable for Quarter 4 of 2023: as a result 5 ODL carriers will be paid a total of \$1296.03..

10. 77-23-SK181. Informal Step A. Management violated Article 8.5.C.2 when the ODL was not equitable for Quarter 3 of 2023: as a result 2 ODL carriers will be paid a total of \$871.40.

11. 77-24-SK20. Formal Step A. When a route is "No Bid", once an unassigned regular, PTF or CCA is assigned, an Award notice will be posted.

12. 77-21-SK180. **Pre-Arbitration.** Management shall correct and/or update all PS Forms 1564-A Forms at the Gaithersburg Main Post Office 20877.

13. 77-22-SK41. Formal Step A. Management failed to post 2 vacated assignments in a timely fashion and failed to honor a previous settlement awarding the successful bidders \$250.00 each. The successful bidders will now be awarded a lump sum of \$500.00 each.

#### Germanatown

1. 74-23-SS30. **Pre-Arbitration.** The AWOL charges from dates 1-3-2023 through 2-4-2023 are changed to LWOP

2. 74-24-MB08. **Pre-Arbitration.** The 14 day suspension is for "Safety Performance" will be removed from the Grievant's OPF and expunged from all files after a 1 year retention period.

3. 74-24-MB08. Informal Step A. The 7 Day Notice of Suspension for alleged "Delay of Mail" is rescinded and expunged from the Grievant's OPF.

#### Montgomery Village

1. 79-22-DS24. Informal Step A. The Letter of Warning for "Refusing to Deliver Parcels" is reduced to a retention period of 3 months at which time it will be rescinded and removed from the Grievant's OPF.

2. 79-22-DS19. Informal Step A. The 7 Day Notice of Suspension for an "At Fault Vehicle Accident" will be reduced to a 22 Week retention period, at which time it will be expunged. The Notice may only be cited during that period for another V\ vehicle accident.

3. 79-23-DS113. Informal Step A. The 14 Day Notice of Suspension for "Failure to Adhere to Safety Procedures" will be reduced to a Letter of Warning with a retention period of 1 year, at which time it will be expunged.

4. 79-24-DS274. Formal Step A. Management will investigate the alleged threats and provide a written response to the grievant and the steward within 60 days of this settlement.

5. 79-24-DS170. Informal Step A. Carriers will be allowed to retrieve SPR's from their hamper to case (14"x10"x5", or smaller than a shoe box, and less than 2 lbs. in weight.)

6. 79-24-DS171. Informal Step A. Supervisor Mitchell will treat the Grievant as well as all carriers with dignity and respect.

7. 79-24-DS169. Informal Step A. Once mail is up, any carrier with parcels in a wire cage may transfer the parcels into a hamper until full while on Function 721.

8. 79-23-DS103. Informal Step A. Management will re-install the



handicapped parking spot and repaint it, install a new sign and be in compliance with ADA rules and regulations.

9. 79-23-DS107. Informal Step A. The Grievant will be made whole for missing holiday pay, as well as any TSP, AL or SL due to a coding error that occurred during an OWCP absence.

10. 79-24-DS118. Informal Step A. Management will correct the TACS codes used during the Grievant's OWCP absence.

11. 79-24-DS203. Informal Step A. The Letter of Warning for an AWOL charge on an N/S day is reduced to an official discussion.

12. 79-24-DS100. Informal Step A. The Grievant was out on OWCP

13. 79-23-DS123. Informal Step A. Management will allow a steward time to meet briefly at a carrier's case to provide/exchange information involving grievances or potential grievances.

14. 79-23-DS122. Informal Step A. Management will not select the type of leave on PS Forms 3971, and will comply with the contractual stipulations of Handbook F-21 Section 143.32.

15. 79-24-DS100. Informal Step A. While the Grievant was absent on OWCP, his TAC's codes were improperly input: to resolve the issue, management will correct his pay his pay status in regard to unpaid holidays, as well as SL, AL, TSP contributions etc.

16. 79-23-DS104. Informal Step A. The LOW for "failing to deliver pivot first" is reduced to a retention period of 2 weeks, at which time it will be expunged.

17. 86-24-SS14. Formal Step A. Management will treat the Grievant with dignity and respect.

18. 79-24-DS113. Informal Step A. Management failed to credit route #7916 with the 2.5 hours of work taken off the route on 1-10-2024. This day may not be used in any future route analysis.

19. 79-24-DS112. Informal Step A. Management failed to credit route #7916 with the 1.5 hours of work taken off the route on 1-13-2024. This day may not be used in any future route analysis.

20. 79-23-DS161. Informal Step A. Management failed to credit route #7916 with the 1.00 hours of work taken off the route on 12-16-2023. This day may not be used in any future route analysis.

21. 79-23-DS155. Informal Step A. Management failed to credit route #7916 with the 1.00 hours of work taken off the route on 12-15-2023. This day may not be used in any future route analysis.

22. 79-23-SK180. Informal Step A. The LOW for "collating shoppers" is Reduced to an Official Discussion.

23. 79-23-DS121. Informal Step A. Supervisor Nichols will treat the Grievant with Dignity and Respect.

24. 79-24-DS301. Informal Step A. Henceforth management will recommit and follow the SOP for the FTR custodian to fulfill the duties and maintain clean restrooms.

25. 79-23-TT01. Informal Step A. Gaithersburg management will cease and desist delaying Saturday business mail (that is deliverable) for the purpose of picking up "Uvertime".

26. 79-23-DS119. **Pre-Arbitration.** Management violated Article 41 and Item 22 of the LMOU when they failed to post a T-6 position in a timely fashion. Management will comply with the contract and the Letter Carrier affected by this action will receive a lump sum payment of \$30.00.

27. 79-22-DS130. **Pre-Arbitration.** Management violated Article 41 and Item 22 of the LMOU when they failed to post 2 routes in a timely fashion. Management will comply with the contract and the two Letter Carriers affected by this action will receive a lump sum payment of \$180.00 each.

28. 79-22-DS33. **Pre-Arbitration.** Management violated Article 41 and Item 22 of the LMOU when they failed to post 5 routes in a timely fashion. Management will comply with the contract and the five Letter Carriers affected by this action will receive a lump sum payments of \$130.00, \$390.00, \$390.00, \$390.00 and \$430.00.

29. 79-23-DS133. Formal Step A. The Route assigned to the 204B who has been in the Higher Level position for over 4 months will be posted for bid in accordance with Article 41.A.2.

30. 79-24-DS128. Informal Step A. Management improperly

awarded Route #7953 to a carrier serving as a 204B: to resolve the issue, the bid award will be withdrawn and reposted in the next upcoming bid cycle.

31. 79-23-DS105. Formal Step A. Management will act upon the work order to repaid the parking lot lights, and inform the Union Steward of its' status promptly. If the repairs have not been completed within 30 days, the Union reserves the right to file any necessary additional grievances.

32. 79-23-DS116. Informal Step A. Management will Cease and Desist using Rural Letter Carriers for City Carrier Work: as a result of management using Rural carriers for 2.75 hours, three City Letter Carriers will receive lump sum payments of \$51.53 each.

33. 79-23-DS114. Informal Step A. Management will Cease and Desist using Rural Letter Carriers for City Carrier Work: as a result of management using Rural carriers for 3.10 hours, three City Letter Carriers will receive lump sum payments of \$58.09 each.

### Pike Annex

1. 52-24-TE02. **Step B Decision.** The Step B Team declared the issue moot as the issue had been settled in a previous grievance.

2. 52-22-MP66. **Pre-Arbitration.** Management failed to comply with a Step B Decision instructing them an Emergency Placement had been improperly issued and that the Grievant was to be returned to work and made whole: as a result multiple grievances were filed which resulted in the following language: "Management will compensate the employee a 4.75% of \$18,000.00 for 6 months. The employee will also be compensated 4.75% of \$3320.36 for 18 months (\$661.54 one time lump sum). All letter of indebtedness have been satisfied. Management will validate all leave has been properly credited from 5-27-2023 through June 6, 2023 to the employee and the Union will be provided a copy. Additionally the employee will be compensated a onetime lump sum of \$2991.06 minus standard deduction for equitable overtime for Quarter 4 of 2022. Due to overlapping in dates the employee will be made whole from October 15, 2022 through June 5, 2023 via 8038/8039. This includes the average overtime during the time frame. The employee will be reimbursed \$1,945.00 one time lump sum for fitness for duty exam". These issues took over two years to resolve.

3. 52-22-MP50. **Pre-Arbitration.** Same as above 52-22-MP66.

4. 52-22-MP48. **Pre-Arbitration.** Same as above 52-22-MP66.

5. 52-22-MP24. **Arbitration.** Management failed to abide by its' agreement to provide requested information within 24 hours. (this grievance was initiated as a result of the above grievances when management suppressed information). The Arbitrator ruled the local policy is "valid and binding". The Grievant is awarded a lump sum of \$500.00 as a result of this violation).

6. 52-24-ML08. Informal Step A. The supervisor will allow the Grievant to fill out her PS Form 3971 in accordance with ELM Section 513.332, 515.42 and 515.51.

7. 52-23-TE03. Informal Step A. The 1017B log entry will be removed immediately as the Grievant complied with her instructions to complete her assignment.

8. 52-23-TE02. Informal Step A. Pike management will properly answer the phone in accordance with the call back policy, and carriers are instructed to use the scanner's text function if management is not available by phone.

9. 52-22-MP27. **Arbitration.** Management violated Article 41.2.B3,4,5 when it removed a carrier (a CCA) from his hold-down. Management will Cease and Desist, the Grievant will be paid 6.68 hours at %100 his regular rate of pay and will also be paid an additional lump sum of \$500.00.

10. 52-23-MP52. Informal Step A. The Letter of Warning for an "Express Mail Failure" is reduced to an Official Discussion and removed from the Grievant's OPE.

11. 52-23-MP53. Informal Step A. The Letter of Warning for an

"SPM Failure" is reduced to an Official Discussion and removed from the Grievant's OPF.

12. 52-24-MP34. Informal Step A. Management violated Article 8.5.C.2 when the section was not equitable during Quarter 1, 2024. As a result, 2 ODL carriers are to be paid 49.93 and 30.02 hours of overtime respectively (\$3,200.00).

13. 52-24-MP01. Informal Step A. Management violated Article 8.5.C.2 when the section was not equitable during Quarter 4, 2023. As a result, 2 ODL carriers are to be paid 39.13 and 9.44 hours of overtime respectively (\$2,637.35).

14. 52-23-MP48. Informal Step A. Management violated Article 8.5.C.2 when the section was not equitable during Quarter 3, 2023. As a result, 1 ODL carrier will be paid 32.24 hours of overtime (\$1,750.00).

15. 52-22-ML42. **Arbitration.** In addition to the 50% remedy for an over 12/60 Article 8.5G violation, the Arbitrator stated management would be required to maintain a log of hours, and send carriers home at 60 hours with the remainder of the day being paid. He also ruled "an employee who exercises the contractually guaranteed right not to work beyond 12 or 60 will not be subject to disciplinary action for the exercise of this contractual right."

16. 52-24-ML18. Informal Step A. Supervisor Jones will adhere to the Rockville Union Time Policy.

17. 52-24-ML17. Informal Step A. Supervisor Jones will adhere to the Rockville Union Time Policy.

18. 52-24-ML77. Grievance withdrawn when management corrected the Grievant's pay on Form 2240 to reflect the 32 hours of Annual Leave paid.

19. 52-24-ML85. Informal Step A. The Letter of Warning for alleged "Failure to Follow Instructions is Rescinded and expunged from the Grievant's OPF immediately.

20. 52-24-ML80. Informal Step A. The 7 Day Suspension for Unsatisfactory Attendance is reduced to a Letter of Warning with a retention period of 6 months, at which time it will be removed from the Grievant's OPF.

21. 52-24-ML76. Informal Step A. The Grievant's pay will be corrected to reflect 72 hours of COP using Form 2240.

22. 52-24-KA02. Formal Step A. The Grievant will be paid 38.40 hours of straight pay as well as 6 hours of overtime for being improperly put off the clock (total \$1,422.00).

23. 52-24-ML86. Informal Step A. The Letter of Warning for "Improper Conduct" (scanner inactivity!) is rescinded and expunged from the Grievant's OPF immediately.

24. 52-24-ML75. **Step B Decision.** Management violated the EL 505 when they issued the Grievant an improper PS Form Offer of Modified Assignment (Limited Duty). The Step Team failed to make an actual remedy and the NBA's office was notified.

#### Potomac

1. 54-24-KA09. Informal Step A. The Letter of Warning for an AWOL charge is reduced to a retention period of 3 months at which time it will be removed from the Grievant's OPF. Furthermore, it may only be cited in future discipline regarding attendance.

2. 54-24-KA05. Informal Step A. The Letter of Warning for "Unsatisfactory Attendance" is reduced to a retention period of 3 months at which time it will be removed from the Grievant's OPF.

3. 54-24-RW04. Informal Step A. The Letter of Warning for an "Unsatisfactory Attendance" is rescinded and removed from the Grievant's OPF immediately.

4. 54-24-KA06. Informal Step A. The Letter of Warning for a "Scan Sample Request" failure, is reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

5. 54-24-KA06. Informal Step A. The Letter of Warning for a "Scan Sample Request" failure, is reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

6. 54-24-KA07. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

7. 54-23-RW36. **Pre-Arbitration.** The Letter of Warning for "Unacceptable Attendance" is reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

8. 54-24-KA08. Informal Step A. The Letter of Warning for a "SPM Failure" is reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

9. 54-24-RW03. Informal Step A. Supervisor E. Dill will treat the Grievant with dignity and respect.

10. 54-24-RW01. Formal Step A. The Letter of Warning for alleged "Unsatisfactory Attendance" is rescinded and removed from the Grievant's OPF immediately. The Grievant was never issued the Discipline and it was discovered in her OPF when the Union submitted an information request.

11. 54-23-RW37. **Pre-Arbitration.** Management will adhere to Handbook M-39 Section 115.4 "Maintain Mutual Respect Atmosphere".

12. 54-23-RW46. Formal Step A. Management violated Article 19 ELM 432.32 and page 8-21- of the March 2022 JCAM when 1 PTF carrier was forced to work beyond the 11.50 hour limitation (13.30 hours). The PTF carrier will be paid an additional 50% the regular base rate of pay for all hours worked in excess of 11.50 hours (\$20.81).

13. 54-23-RW42. Formal Step A. Management violated Article 19 ELM 432.32 and page 8-21- of the March 2022 JCAM when 1 PTF carrier was forced to work beyond the 11.50 hour limitation (13.74 hours). The PTF carrier will be paid an additional 50% the regular base rate of pay for all hours worked in excess of 11.50 hours (\$25.89).

14. 54-23-RW35. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

15. 54-23-RW34. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

16. 54-23-RW33. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

17. 54-23-RW31. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

18. 54-23-RW28. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

19. 54-23-RW27. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

20. 54-23-RW26. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

21. 54-23-RW25. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

22. 54-23-RW20. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing

effort to improve the Labor/Management climate.

23. 54-23-RW16. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

24. 54-23-RW15. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

25. 54-23-RW13. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

26. 54-23-RW12. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

27. 54-24-RW01. 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 (1 carrier, 64.04 hours). Total = \$73.12.

### Rockville Main Office

1. 50-24-SL24. Informal Step A. Management violated Article 11.6.A and M-00859 when they improperly forced to Letter Carriers to work after the Holiday schedule was posted. As a result, each carrier will be paid an additional 50% each at their regular rate of pay for 8 hours (total \$222.64).

2. 50-24-SL01. Informal Step A. Management violated Article 8.5.C.2.b of the National Agreement when overtime was not distributed equitably during Quarter 4 of 2023. As a result, 3 ODL carriers will be paid a total of 32 hours overtime at their regular overtime rate (total = \$1561.20).

3. 50-24-GW3. Informal Step A. Management violated pages 8-18 and 8-20 of the March 2022 JCAM when 2 ODL carriers were forced to work over 12 hours in a day (12.33 and 12.48 hours). As a result, each carrier will be paid an additional 50% at their regular rate of pay for all hours worked over 12 (total = \$10.17).

4. 50-24-GW2. Informal Step A. Management violated pages 8-19 and 8-20 of the March 2022 JCAM when 2 ODL carriers were forced to work over 60 hours in a week (61.39 and 60.77 hours). As a result, each carrier will be paid an additional 50% at their regular rate of pay for all hours worked over 60 (total = \$39.61).

5. 50-23-GW49. Informal Step A. Management violated pages 8-19 and 8-20 of the March 2022 JCAM when 16 ODL carriers were forced to work over 60 hours in a week (62.86, 64.93, 63.14, 64.28, 63.97, 62.33, 61.24, 65.29, 63.43, 65.10, 64.48, 62.58, 61.33, 62.86, 64.73, and 66.17 hours). As a result, each carrier will be paid an additional 50% at their regular rate of pay for all hours worked over 60 (total = \$499.84).

6. 50-23-GW48. Informal Step A. Management violated ELM 432.32 of ELM 53 and page 8-21 of the March 2022 JCAM when 3 PTF carriers were forced to work over 11.50 hours in a day (12.28, 12.39 and 12.43 hours). As a result, each carrier will be paid an additional 50% at their regular rate of pay for all hours worked over 11.50.

7. 50-23-GW46. Informal Step A. Management violated ELM 432.32 of ELM 53 and page 8-21 of the March 2022 JCAM when 3 PTF carriers were forced to work over 11.50 hours in a day (12.43, 11.95 and 12.16 hours). As a result, each carrier will be paid an additional 50% at their regular rate of pay for all hours worked over 11.50.

8. 50-23-GW47. Informal Step A. Management violated ELM 432.32 of ELM 53 and page 8-21 of the March 2022 JCAM when 4 PTF carriers were forced to work over 11.50 hours in a day (12.26, 12.27, 12.61 and 12.71 hours). As a result, each carrier will be paid an additional 50% at their regular rate of pay for all hours worked

over 11.50.

9. 50-23-KC31. Informal Step A. Management violated ELM 432.32 of ELM 53 and page 8-21 of the March 2022 JCAM when 5 PTF carriers were forced to work over 11.50 hours in a day (12.05, 12.01, 12.82, 12.89 and 13.06 hours). As a result, each carrier will be paid an additional 50% at their regular rate of pay for all hours worked over 11.50.

10. 50-23-KC33. Formal Step A. Management violated Article 8.8.B of the March 2022 JCAM when they failed to pay the ODL carrier his Guarantee of 8 hours when he worked his N?S day. As a result, the carrier will be paid 1.15 hours at his regular overtime rate.

11. 50-23-KC15. Informal Step A. Management violated Article 41.2.B.5 when the grievant was moved off her hold-down. As a result, the Grievant will be paid 1.01 hours at her regular rate of pay.

12. 50-23-SL1. **Arbitration.** The grievance is sustained.

13. 50-20-SL191. **Pre-Arbitration.** Management falsified the clock rings of a carrier who was working in a 204-B capacity. The employee will be paid a lump sum of \$720.00 and management will ensure the procedures of the F21 and ELM are followed.

14. 50-22-SS1. **Arbitration.** The Arbitrator instructed management to pay the grievant at the federal interest rate: management never complied knowing the arbitrator had no interest in correcting the contractual violation.

15. 50-23-MJ020. Informal Step A. It is mutually agreed the Grievant may take their own notes during a PDI.

16. 50-23-KC19. Formal Step A. The 1017-B entry for .21 hours is deleted immediately.

17. 50-24-GW17. Informal Step A. The Letter of Warning for Unacceptable Attendance is reduced to a retention period of 10 months, at which time it will be rescinded and removed from the Grievant's OPF.

18. 50-23-MJ70. **Pre-Arbitration.** The 14 Day Suspension for alleged "Conduct/Zero Tolerance violation for disrupting the workroom floor is completely rescinded and expunged from all files, records and e-OPF.

19. 50-23-KC20. **Arbitration.** The grievant was placed on an Emergency Placement for the alleged violation above (50-23-MJ70). The Arbitrator ruled "The Service violated Articles 16.1 and 16.7 when they placed the Grievant on Emergency Placement without following the procedural due process requirement. The grievance is sustained." The Grievant was "made whole for all lost wages and benefits..."

20. 50-24-GW26. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is rescinded and reduced to an Official Discussion, and will be removed from the Grievant's OPF immediately.

21. 50-24-KC05. Formal Step A. The 7 Day Suspension for "Failure to Work in a Safe Manner/At Fault Accident" is rescinded and reduced to an Official Discussion, and is removed from the Grievant's OPF immediately.

22. 50-24-MJ16. **Pre-Arbitration.** The 7 Day Suspension for "Absent from Scheduled Overtime" shall be reduced to a Letter of Warning with a retention period of 8 months, at which time it will be removed from all records and files, including e-OPF.

23. 50-24-SL06. **Pre-Arbitration.** The Letter of Warning for "Failure to do Vehicle Check" is reduced to an Official Discussion.

24. 50-23-GW32. **Step B Decision.** Management violated the Grievant's Weingarten rights when they refused to allow the Grievant (or Steward) to speak during a PDI. "Management is required to abide by Article 17 as it pertains to Weingarten rights".

25. 50-23-GW35. Formal Step A. The Letter of Warning for allegedly failing to follow instructions to go to their assignment is rescinded.

26. 50-23-SL50. Informal Step A. The 1017A for 23 units is rescinded and the Grievant will be paid for that time.

27. 50-23-GW25. Informal Step A. The 1017B entry for the Grievant



will be removed from that log immediately.

28. 50-23-GW24. Formal Step A. Management will Cease and Desist improperly denying hold downs, and comply with Article 41.2.B.3 and 41.2B4.

29. 50-23-GW12. Formal Step A. The Grievant is hereby issued a uniform voucher in the amount of \$499.00 immediately.

30. 50-24-GW27. Informal Step A. The Letter of Warning for a "Parcel Scan Failure" is rescinded and reduced to an Official Discussion, and will be removed from the Grievant's OPF immediately.

31. 50-24-KC09. **Step B.** The Grievance is denied.

32. 50-24-KC06. **Step B** The Grievance is denied.

33. 50-24-KC08. **Step B.** The Grievance is denied.

34. 50-24-MJ06. **Step B.** The Grievance requesting a transfer/ reassignment is denied.

35. 50-21-SL303. **Pre-Arbitration.** Management refused to pay EFEL in September of 2021. As a result, the Grievant will be paid 80 hours of Administrative leave for 80 hours.

36. 50-21-SL260. **Pre-Arbitration.** Management refused to pay EFEL in September of 2021. As a result, the Grievant will be paid 80 hours of Administrative leave for 96 hours.

37. 50-23-MJ023. Informal Step A. The Grievant will be compensated for 112 miles of travel.

38. 50-24-GW27. Informal Step A. The Letter of Warning for a "Unacceptable Attendance" is rescinded and reduced to an Official Discussion, and will be removed from the Grievant's OPF immediately.

39. 50-24-GW06. **Step B.** The Letter of Warning for an alleged "SPM Failure" is Rescinded and Removed from the Grievant's file.

40. 50-24-KC10. **Step B.** The Grievance was denied.

41. 50-23-KC17. Formal Step A. The Grievant is hereby immediately issued a uniform voucher in the amount of \$615.00.

42. 50-23-GW43. Formal Step A. The Letter of Warning for an "SPM Failure" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

43. 50-23-GW45. Formal Step A. The Letter of Warning for an "SPM Failure" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

44. 50-23-GW42. Formal Step A. The Letter of Warning for an "SPM Failure" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

45. 50-24-GW31. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced a retention period of 6 months, at which time it will be rescinded and removed from the Grievant's OPF..

46. 50-23-GW29. Formal Step A. The Grievant's pay is adjusted to reflect 8 hours of Emergency Annual Leave will be converted to COP.

47. 50-23-GW30. Formal Step A. The Grievant is hereby paid his remaining COP of 40 hours.

48. 50-23-GW41. Formal Step A. The Letter of Warning for an "SPM Failure" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

49. 50-24-KC13. Informal Step A. The Letter of Warning for alleged "Improper Scanning" is rescinded and removed from the Grievant's OPF immediately.

50. 50-24-MJ14. **Pre-Arbitration.** The Letter of Warning for "Unacceptable Attendance" is reduced to a retention period of 9 months, at which time it will be rescinded and removed from all files, records and eOPF.

51. 50-23-GW28. Formal Step A. The 7 Day Suspension for an "At Fault Accident" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

52. 50-24-MJ11. **Step B Decision.** Supervisor Singh violated Article 19, M-39 115.4 when he treated the Grievant disrespectfully. "Management will endeavor to treat others with dignity and respect".

53. 50-23-GW50. Formal Step A. The 7 Day Suspension for an "Scanning Integrity" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

54. 50-22-KC15. Formal Step A. The 7 Day Suspension for "AWOL" is reduced to a reention period of 1 year, at which time it will be rescinded and removed form the Grievant's OPF.

55. 50-23-MJ2. Formal Step A. The Seven Day Suspension for an "At Fault Vehicle Accident" is reduced to a Letter of Warning with a retention period of 1 tear, at which time it will be rescinded and removed from the Grievant's OPF.

56. 50-24-MJ09. **Step B Decision.** Management conducted a PDI with the grievant regarding their approved Annual Leave. The Step B Team denied the grievance, feeling this was proper behavior.

57. 50-23-GW9. Formal Step A. The 7 Day Suspension for alleged "Failure to Maintain Regular Attendance" is rescinded and removed from the Grievant's OPF immediately. The AWOL charges listed will be converted to LWOP.

58. 50-24-KC29. Informal Step A. The Letter of Warning for "Unsatisfactory Attendance" is reduced to an Official Discussion.

59. 50-24-GW28. Formal Step A. The Letter of Warning for an "Improper Scanning" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

60. 50-23-KC37. Formal Step A. The 7 Day Suspension for "Failure to Follow Established Procedures: Accountables" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

61. 50-23-GW44. Formal Step A. The Letter of Warning for an "SPM Failure" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

62. 50-22-SL110. **Step B Decision.** After management failed to comply with a Step B returning the Grievant to work, management improperly sent him to a Fitness for Duty Exam: when that was deemed improper management again failed to return him to work. The Step B Team once again failed to correct management's behavior, and denied this grievance.

63. 50-24-MJ23. Formal Step A. The Letter of Warning for alleged "Scan Failure" is rescinded.

64. 50-24-SL2. Formal Step A. The Letter of Warning for "Failure to be Regular in Attendance" is reduced to an official discussion and will be removed from the Grievant's OPF immediately.

65. 50-24-MJ03. Informal Step A. The Letter of Warning for "Failure to be Regular in Attendance" is rescinded and will be removed from the Grievant's OPF immediately.

66. 50-23-MJ59. Formal Step A. The 7 Notice of Suspension for "Failing to Report an Accident in a Timely Fashion" is reduced to an Official Discussion and removed from the Grievant's OPF immediately.

67. 50-24-GW1. Formal Step A. The 7 Day Notice of Suspension for alleged "Unacceptable Attendance" is rescinded and removed from the Grievant's OPF immediately.

68. 50-23-MJ039. This grievance was withdrawn when the Station Manager corrected 2 days charged to AWOL to Approved AL.

69. 50-24-MJ59. Informal Step A. Management violated ELM 432.32 of ELM 53 and page 8-21 of the March 2022 JCAM when 2 PTF carriers were forced to work over 11.50 hours in a day (12.11 and 12.05 hours). As a result, each carrier will be paid an additional 50% at their regular rate of pay for all hours worked over 11.50.

70. 50-24-MJ120. Formal Step A. The Letter of Warning for "SPM Failure" is Rescinded and reduced to an official discussion, and removed from the Grievant's OPF immediately.

71. 50-24-KC23. Formal Step A. The Letter of Warning for "Street Inactivity" is Rescinded and reduced to an official discussion, and removed from the Grievant's OPF

immediately.

72. 50-24-GW12. **Step B Decision.** “the Team agrees it is the front-line manager who controls management’s attempt to maintain an atmosphere between employer and employee which assures mutual respect for each other’s rights and responsibilities”. Lame.

73. 50-24-MJ62. Formal Step A. The Letter of Warning for “Unacceptable Attendance” is Rescinded and reduced to an official discussion, and removed from the Grievant’s OPF immediately.

74. 50-25-MJ01. Informal Step A. The Letter of Warning for alleged “Unacceptable Attendance” is Rescinded and removed from the Grievant’s OPF immediately.

75. 50-24-MJ50. Informal Step A. The Letter of Warning for alleged “Unacceptable Attendance/AWOL” is Rescinded and removed from the Grievant’s OPF immediately. The “AWOL” charge is changed to sick leave, as requested.

76. 50-21-SS26. **Pre-Arbitration.** This case regarding a denied light duty was withdrawn as the factual basis was insufficient.

77. 50-21-SS25. **Pre-Arbitration.** This case regarding a denied light duty was withdrawn as the factual basis was insufficient.

78. 50-24-GW10. **Arbitration.** The Letter of Warning for Stationary Time was reduced to a 9 month retention period. The Arbitrator changed the subject of the LOW in his decision.

79. 50-25-MJ06. Informal Step A. The Letter of Warning for an alleged “SPM Failure” is Rescinded and removed from the Grievant’s OPF immediately.

80. 50-24-GW37. Informal Step A. The Letter of Warning for an alleged “SPM Failure” is Rescinded and removed from the Grievant’s OPF immediately.

81. 50-24-MJ57. Formal Step A. The Letter of Warning for “Clock Ring Errors” is Rescinded and reduced to an official discussion, and removed from the Grievant’s OPF immediately.

82. 50-24-GW25. Formal Step A. Management violated Article 41.2.B.3,4,5 when they moved a PTF off her Hold Down. As a result, the Grievant is paid 8 hours at her regular rate of pay.

83. 50-24-MJ107. Formal Step A. The AWOL charge is converted to LWOP. The Grievant will be cognizant of changes in the weekly schedule.

84. 50-24-MJ82. Informal Step A. The Letter of Warning for “Failure to Follow INstructions” is Rescinded and reduced to an official discussion, and removed from the Grievant’s OPF immediately.

85. 50-24-SL80. Informal Step A. Management will comply with ELM 543.4 and FECA and convert 32 hours of LWOP to COP, and return 8 hours of Sick Leave to his SL balance.

86. 50-24-GW30. Informal Step A. The 7 Day Suspension for alleged “Unacceptable Attendance” is rescinded and removed from the Grievant’s OPF.

87. 50-24-KC40. Formal Step A. The 7 Day Suspension for a “Lost Arrow Key” 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.

88. 50-23-MJ013. **Pre-Arbitration.** The Letter of Warning for “Failure to Follow Instructions” is Rescinded and reduced

to an official discussion, and removed from the Grievant’s OPF immediately.

89. 50-23-KC06. **Pre-Arbitration.** Management will adhere to Instructions for PS Form 3996 Item M (show transportation as indicated).

### Twinbrook

1. 53-23-CM59. Informal Step A. The Grievant will be paid for driving his personal vehicle between stations: \$10.22.

2. 53-23-CM58. Informal Step A. The Grievant will be paid for driving his personal vehicle between stations: \$9.04.

3. 53-23-CM52. Informal Step A. The Grievant will be paid for driving his personal vehicle between stations: \$14.68.

4. 53-23-CM53. Informal Step A. The Grievant will be paid for driving his personal vehicle between stations: \$9.83.

5. 53-23-CM55. Informal Step A. The Grievant will be paid for driving his personal vehicle between stations: \$7.34.

6. 53-23-CM51. Informal Step A. The Grievant will be paid for driving his personal vehicle between stations: \$3.73.

7. 53-23-CM57. Informal Step A. The Grievant will be paid for driving his personal vehicle between stations: \$5.11.

8. 53-23-CM63. Informal Step A. The Grievant will be paid for driving his personal vehicle between stations: \$14.67.

9. 53-23-CM62. Informal Step A. The Grievant will be paid for driving his personal vehicle between stations: \$11.07.

10. 53-23-CM36. Management failed to pay the Grievant at the Carrier Technician rate for over 3 months while he held down the assignment. As a result, the Grievant is paid a lump sum of \$395.55.

11. 53-23-CM66. Informal Step A. The 14 Day Suspension for Unacceptable Attendance is reduced to a 7 Day Suspension with a retention period of 1 year, at which time it will be rescinded and removed from the Grievant’s OPF.

12. 53-24-CM05. Informal Step A. The Letter of Warning for Unacceptable Attendance will be reduced to a retention period of 3 months, at which time it will be rescinded and removed from the Grievant’s OPF.

13. 53-24-CM01. Informal Step A. The Letter of Warning for Unacceptable Attendance will be reduced to a retention period of 3 months, at which time it will be rescinded and removed from the Grievant’s OPF.

14. 53-23-CM46. Informal Step A. The Letter of Warning for an “SPM Scan Failure” is rescinded and reduced to an Official Discussion and removed from Grievant’s OPF immediately.

15. 53-23-CM44. Informal Step A. The Letter of Warning for an alleged “SPM Scan Failure” is rescinded removed from Grievant’s OPF immediately.

16. 53-23-CM22. Informal Step A. The Letter of Warning for an alleged “SPM Scan Failure” is rescinded removed from Grievant’s OPF immediately.

17. 53-24-RW12. Formal Step A. The 1017-B log entry for 3-11-2024 for alleged “Unauthorized OT will be removed immediately.

18. 53-23-CM17. Informal Step A. The Letter of Warning for an alleged “Failure to Perform Driving in a Safe Manner” is rescinded and removed from Grievant’s OPF immediately.

19. 53-23-CM47. Informal Step A. The Grievant will be paid for driving his personal vehicle between stations: \$6.81.

20. 53-23-CM50. Informal Step A. The Grievant will be paid

for driving his personal vehicle between stations: \$14.68.

21. 53-23-CM65. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is rescinded and reduced to an Official Discussion and removed from Grievant's OPF immediately.

22. 53-24-CM06. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to a retention period of 3 months, at which time it will be rescinded and removed from Grievant's OPF immediately.

23. 53-23-CM68. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is rescinded and reduced to an Official Discussion and removed from Grievant's OPF immediately.

24. 53-24-CM03. Informal Step A. The Letter of Warning for "Unauthorized Overtime" is rescinded and reduced to an Official Discussion and removed from Grievant's OPF immediately.

25. 53-24-CM14. Informal Step A. The 7 Day Suspension for "Unacceptable Attendance" is reduced to a retention period of 3 months, at which time it will be rescinded and removed from Grievant's OPF immediately.

26. 53-24-CM11. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to a retention period of 3 months, at which time it will be rescinded and removed from the Grievant's OPF.

27. 53-23-JO01. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to a retention period of 4 months, at which time it will be rescinded and removed from the Grievant's OPF.

28. 53-22-CM59. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to a retention period of 3 months, at which time it will be rescinded and removed from the Grievant's OPF.

29. 53-23-CM30. Informal Step A. The 7 Day Notice of Suspension for alleged "Stationary Time" is Rescinded and removed immediately from the Grievant's OPF.

30. 53-23-CM29. Informal Step A. The Letter of Warning for "Stationary Time" is reduced to an Official Discussion and removed immediately from the Grievant's OPF.

31. 53-22-RW02. Informal Step A. The Letter of Warning for "Stationary Time" is reduced to an Official Discussion and removed immediately from the Grievant's OPF.

32. 53-24-CM10. Informal Step A. The Letter of Warning for "Unsatisfactory Attendance" is reduced to an Official Discussion and removed immediately from the Grievant's OPF.

33. 53-23-BJ01. Informal Step A. The Letter of Warning for "Unsatisfactory Attendance" is reduced to an Official Discussion and removed immediately from the Grievant's OPF.

34. 53-22-RW01. Informal Step A. Management violated the 8 hour guarantee of Article 8.8.B when they failed to pay the Grievant 8 hours when they were scheduled their N/S day. As a result, the Grievant will be paid 6.89 hours at the overtime rate (\$265.92).

35. 53-22-JO14. Formal Step A. Management violated Article 41.2.B.#,4,5 when the PTF wasn't allowed to work her hold down as posted. The Grievant will be paid for 5.33 hours at his regular rate to resolve the issue (\$121.47).

36. 53-24-JO02. Informal Step A. The Letter of Warning

for alleged "Unacceptable Attendance" if rescinded and immediately removed from the Grievant's OPF.

37. 53-24-CM19. Informal Step A. The Letter of Warning for alleged "Unacceptable Attendance" if rescinded and immediately removed from the Grievant's OPF.

38. 53-24-CM18. Informal Step A. The 14 Day Notice of Suspension for "Unacceptable Attendance" is reduced to a 7 Day Suspension with a retention period of 6 months, at which time it will be rescinded and removed from the Grievant's OPF.

39. 53-24-JO03. Informal Step A. The Letter of Warning for alleged "Unacceptable Attendance" if rescinded and immediately removed from the Grievant's OPF.

40. 53-23-CM42. Informal Step A. Management violated the "Work Assignment Memorandum" when they assigned a Work Assignment's overtime on his own route to an ODL. As a result, the Grievant (the W/A carrier) is paid 1.75 hours at his overtime rate (\$65.89).

41. 53-24-CM16. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to an Official Discussion and removed from the Grievant's OPF immediately.

42. 53-24-CM02. Informal Step A. The Letter of Warning for an "SPM Failure" is reduced to an Official Discussion and removed from the Grievant's OPF immediately.

43. 53-24-RW14. Formal Step A. The Letter of Warning for an "Unauthorized Expansion of Street Time" is reduced to an Official Discussion and removed from the Grievant's OPF immediately.

44. 53-23-BJ07. Informal Step A. Management will grant all leave for all employees with OWCP appointments upon request.

45. 53-23-CM45. Informal Step A. The Letter of Warning for an alleged "SPM Failure" if rescinded and immediately removed from the Grievant's OPF.

46. 53-21-CM23. **Step B.** Management violated Article 41 1.C.4 and Article 8.8 when they refused to allow the Grievant to "work the duty assignment as posted". Management will adhere to those contractual provisions and the Grievant will be paid a lump sum of \$63.00.

47. 53-24-CM15. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to an Official Discussion and removed from the Grievant's OPF immediately.

48. 53-22-BJ12. Informal Step A. The Letter of Warning for alleged "Parcel Failure" if rescinded and immediately removed from the Grievant's OPF.

49. 53-22-BJ10. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to an Official Discussion and removed from the Grievant's OPF immediately.

50. 53-24-CM29. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to an Official Discussion and removed from the Grievant's OPF immediately.

51. 53-24-JO01. Informal Step A. The Letter of Warning for alleged "Unacceptable Attendance" if rescinded and immediately removed from the Grievant's OPF.

52. 53-23-CM23. Informal Step A. The Letter of Warning for an alleged "SPM Failure" if rescinded and immediately



removed from the Grievant's OPF.

53. 53-23-CM32. Informal Step A. The Letter of Warning for "Stationary Time" is reduced to an Official Discussion and removed from the Grievant's OPF immediately.

54. 53-22-BJ11. Formal Step A. Management violated Article 41.2.B3,4&5 when the Grievant was not allowed to work his hold-down as posted. As a result, the Grievant will be paid 5.75 hours at his regular rate of pay (\$108.79).

55. 53-24-CM13. Informal Step A. The Letter of Warning for "Unauthorized Overtime" is reduced to an Official Discussion and removed from the Grievant's OPF immediately.

56. 53-22-CM92. Informal Step A. The Letter of Warning for alleged "Unauthorized Overtime" if rescinded and immediately removed from the Grievant's OPF.

57. 53-22-BJ09. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is reduced to an Official Discussion and removed from the Grievant's OPF immediately.

58. 53-22-BJ10. Informal Step A. The Letter of Warning for an "SPM Failure" is reduced to an Official Discussion and removed from the Grievant's OPF immediately.

59. 53-21-CM58. **Step B Decision.** Management will pay the Grievant for mileage and tolls for traveling to Baltimore from 8-9-2021 through 8-20-2021.

60. 53-24-CM32. Informal Step A. Management will not perform bargaining work in violation of Article 1.6A,

61. 53-24-J004. Informal Step A. Management will not allow carriers to work off the clock (before tour, during breaks or lunch, after end tour).

62. 53-24-CM32. Informal Step A. Management will not perform bargaining unit work in the future.

63. 53-24-CM. Informal Step A. Management falsely cited "the day after a holiday you are automatically AWOL according to Postal Regulations" when they issued a 7 Day Suspension. Henceforth, management will not cite this language in any future disciplinary action.

64. 53-24-CM17. Formal Step A. The carrier assigned to Route 53011 has been in a supervisory position (204B) for over 120 days. The Route will be posted for bid in accordance with Article 41.1.A.2.

65. 53-24-RW11. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

66. 53-24-RW09. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

67. 53-24-RW05. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

68. 53-24-RW04. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/

Management climate.

69. 53-24-RW03. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

70. 53-24-RW08. Informal Step A. Management violated to Rockville Union Time Policy: management will abide by the policy, and the Union will waive the monetary payment of \$1,500.00 in an ongoing effort to improve the Labor/Management climate.

71. 53-23-JO05. Informal Step A. Management will not require nor permit employees to work off the clock (Article 41.2.K).

72. 53-23-JO05. Informal Step A. Management will not require nor permit employees to work off the clock (Article 41.2.K).

73. 53-24-RW02. Informal Step A. Management violated Article 8.5.G of the National Agreement when to carriers worked beyond the 60 hour limit (60.78 and 61.51): as a result the two carriers are paid an additional 50% their regular rate of pay for all hours over 60 (\$14.12 and \$27.90).

74. 53-24-CM49. Informal Step A. The Letter of Warning for alleged "pausing customer's mail" is rescinded and removed from the Grievant's OPF immediately.

75. 53-24-CM51. Formal Step A. The Letter of Warning for "Unacceptable Attendance" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

76. 53-24-CM45. Informal Step A. The Letter of Warning for "Street Inactivity" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

77. 53-24-CM44. Informal Step A. The Letter of Warning for "Street Inactivity" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

78. 53-24-CM47. Informal Step A. The Letter of Warning for "Street Inactivity" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

79. 53-24-CM41. Informal Step A. The Letter of Warning for "Street Inactivity" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

80. 53-24-BJ05. Formal Step A. The Letter of Warning for "Street Inactivity" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

81. 53-24-CM44. Informal Step A. The Letter of Warning for "SPM Ignored" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

82. 53-23-CM46. Informal Step A. The Letter of Warning for "SPM Scan" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

83. 53-24-BJ03. Informal Step A. The Letter of Warning for "Street Inactivity" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF

immediately.

84. 53-24-BJ02. Informal Step A. The Letter of Warning for "Street Inactivity" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

85. 53-24-RW19. Informal Step A. The Letter of Warning for "SPM Scan" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

86. 53-24-JO04. Informal Step A. The Letter of Warning for "Stationary Time" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

87. 53-24-BJ01. Informal Step A. The Letter of Warning for "Unacceptable Attendance" is rescinded and reduced to an Official Discussion, and removed from the Grievant's OPF immediately.

88. 53-24-CM48. Informal Step A. The Letter of Warning for alleged "Unsatisfactory Attendance" is rescinded and removed from the Grievant's OPF immediately.

89. 53-24-CM39. Informal Step A. The Letter of Warning for alleged "Unsatisfactory Attendance" is rescinded and removed from the Grievant's OPF immediately.

90. 53-24-CM46. Informal Step A. The Letter of Warning for alleged "SPM Ignored" is rescinded and removed from the Grievant's OPF immediately.

91. 53-24-JO06. Informal Step A. The Letter of Warning for alleged "SPM Ignored" is rescinded and removed from the Grievant's OPF immediately.

92. 53-24-CM38. Informal Step A. The Letter of Warning for alleged "Unsatisfactory Attendance" is rescinded and removed from the Grievant's OPF immediately.

93. 53-24-CM46. Informal Step A. The Letter of Warning for alleged "SPM Ignored" is rescinded and removed from the Grievant's OPF immediately.

94. 53-24-JO05. Informal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is rescinded and removed from the Grievant's OPF immediately.

95. 53-24-CM43. Informal Step A. The Letter of Warning for alleged "Unsatisfactory Attendance" is rescinded and removed from the Grievant's OPF immediately.

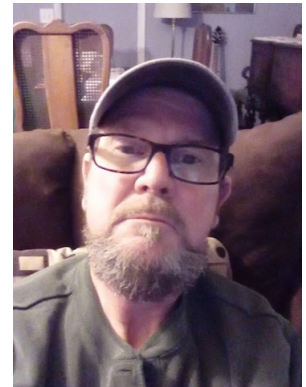
96. 53-24-RW39. Informal Step A. The Notice of Removal for alleged "Unsatisfactory Attendance" is rescinded and removed from the Grievant's OPF immediately.

97. 53-24-CM37. Informal Step A. The Notice of Removal for alleged "Unsatisfactory Attendance" is rescinded and removed from the Grievant's OPF immediately.

98. 53-24-CM22. Informal Step A. The 14 Day Suspension for alleged "Unsatisfactory Attendance" is rescinded and removed from the Grievant's OPF immediately.

99. No #: The Union withdrew this potential grievance when management agreed to make a pay adjustment to correct the Grievant's AL to COP.

## A Brief Report from Frederick, Damascus, etc.



I would like to talk about the recent attacks on City Carriers, regarding unscheduled leave and attendance. More often than not, I am hearing about "welcome back" packets for Carriers who have called in because of illness, family emergencies etc. The Carrier returns to work and the Supervisor has a PS Form 3971 already filled out with maybe a non PS form that the Supervisor wants them to sign. If you agree with what's on the 3971, then by all means sign it. Please take the time to read what is on the 3971 and get in the habit of completing your own 3971.

Management has been rushing Carriers through this process and the Carrier ends up with a pay error of LWOP (or AWOL). Don't sign anything you don't agree with or write signing under Duress. It's your leave and you, the Carrier, are responsible for your leave, don't let management take advantage of you, the Carrier. It never ends up well.

Viktor Fraker

Shop Steward/Trustee  
Nalc3825

## OWCP Report

*Kristin Williams*



Changes are ahead for the Office of Workers' Compensation Programs (OWCP) along with the rest of the federal government. In November 2024, voters decided to re-elect the 45th President. As with all elections, there will be consequences for injured workers and the US Postal Service. From talks about abandoning the new electric vehicles or privatization, new obstacles lie ahead.

Unlike the previous administration which was worker-friendly, the new administration looks to pick up where it left off in 2020. In 2020, the current administration proposed reducing the wage loss compensation (WLC) for injured workers with dependents from 75% to 66 2/3%. Another change was to reduce the WLC based on the injured worker's age once they reached retirement age. The administration wanted to make the 3-day waiting period for continuation of pay (COP) applicable to all federal employees and not just the US Postal Service.

OWCP reversed course on a new CA-9 form, specifically for schedule awards, which they had been working on for about two years. The form would have made it easier to file a claim for a schedule award and allowed the physician to use the American Medical Association (AMA) Guides 5th or 6th Edition. The physician would select whichever edition would give the injured carrier the highest impairment rating, which translates to more money in the pockets of our injured carriers.

DOGE (Department of Government Efficiency) arrived at the Department of Labor (DOL) in January. As they moved through the DOL, they reached OWCP and began making changes.

Providers were informed that OWCP would no longer accept impairment ratings done by a physical therapist and later reviewed and signed off by a physician. Or allow the employee to have the rating done and then a

virtual appointment with the physician to finalize the report. This is concerning since not every physician is qualified to do them and some areas of the country have no providers in the local commuting area.

In April, OWCP terminated the contract with its transcription service, canceled all oral hearings that were scheduled, and placed them on hold. New appeals were on hold until OWCP could find a new third-party provider. Oral hearings are the most effective means of appealing a denial from the OWCP. It is an injured worker's day in court.

OWCP began rescheduling the canceled hearings in mid-June. However, a hearing that was scheduled for 5/05/2025 and canceled is now scheduled for 8/01/2025. Injured carriers will suffer due to the delay in the appeals process. Carriers who are totally or partially disabled and had their cases denied will have to wait even longer before having the denial vacated and the case accepted.

It is more important than ever to learn how to navigate and review the information contained in your OWCP claim file. We strive to provide ongoing education for our members. Region 13 will hold an OWCP training on 8/24/2025 in Washington, DC. We will cover claim filing, retirement, emotional injuries, and schedule awards. You can scan the QR code on the flyer to register. Registration is required due to space limitations.

Kristin Williams  
Regional Workers' Compensation Assistant,  
Regions 12 and 13

**INJURED ?**  
**OWCP**  
**TRAINING**  
**REGISTER HERE**  
(required) 

**WHEN**  
August 24<sup>th</sup>  
9 am – 5:30 pm

**WHERE**  
Branch 142 Union Hall  
6310 Chillum PI NW,  
Washington, DC 20011

**INSTRUCTORS**  
Shawn Collieran, President Branch 906  
Kristin Williams, RWCA  
\*Must be an NALC member

**ECOMP**

- NAVIGATING ECOMP
- BILL PAY ISSUES

**FILING A CLAIM**

- FILING THE RIGHT FORM
- GETTING YOUR CLAIM ACCEPTED
- WRITING A STATEMENT

**UNDERSTANDING YOUR RIGHTS**

- GETTING PAID
- CONTACTING YOUR STEWARD
- REQUESTING A SCHEDULE AWARD
- HEAT INJURIES

**CLAIM MAINTENANCE**

- CONTACTING YOUR CLAIMS EXAMINER
- AVOIDING CASE CLOSURE
- ESCALATING PROBLEMS



*Following is a summary of the changes in Article 8 (the entirety of the changes can be found in M-02009 which takes effect July 1, 2025):*

### **Overtime Provisions**

Article 8 Sections 2, 4, and 5 have been modified to increase overtime protections and provide more opportunities for letter carriers, as well as the introduction of a new pay rate.

### **Section 2. Work Schedules**

A new Section 2.D has been added which **provides all full- time carriers with the right to terminate their tour of duty when reaching their respective work hour limits without being subject to disciplinary action.** For full-time employees who are not on an "Overtime Desired" list or on the Work Assignment list, this means that they may clock out and leave when reaching eleven and a half (11.5) hours of work in a day or sixty (60) hours in a service week. For full-time carriers who are on an "Overtime Desired" list or on the Work Assignment list, this means that they may clock out and leave when reaching twelve (12) hours of work in a day or sixty (60) hours in a service week.

### **Section 4. Overtime Work**

A new Section 4.G has been created which guarantees pay at the rate of two and one-half time the base hourly straight time rate for any work beyond twelve (12) hours in a day and sixty (60) hours in a service week. Previously, a grievance would have to be filed to ensure carriers were provided the additional pay for violations of the 12/60 work hour limitations. This will no longer be necessary as the pay rate will now be automatically applied when these work hour limits are exceeded.

### **Section 5. Overtime Assignments**

Article 8.5.A was modified to create new ODLs, one for employees desiring to work up to 12 hours **per day on their regularly scheduled days only and one for employees desiring to work only overtime for eight hours per day on their non-scheduled days.** Employees may sign both lists and are eligible to work up to 12 hours per day on their regularly scheduled days and their non-scheduled days. Employees are no longer able to indicate a preference to work in excess of 10 hours on a scheduled day.

Additionally, Section 5.G.3 has been created to provide a new opportunity for ODL carriers to volunteer to exceed twelve (12) hours of work in a day or sixty (60) hours of work in a service. ODL carriers cannot be forced to work beyond the applicable work hour limits (pursuant to Section 8.2.D) and receive protection from discipline for terminating their tour when those limits are reached; however, under this new provision they may choose to volunteer to work beyond the work limits.

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*Continued from page 23*

We have already seen what this means in terms of the DOGE indiscriminate firing of federal workers so let's take a look at what's happening in the huge bill about to be voted on and sent to be signed into law by Trump. First of all, the tax relief granted to mostly wealthy individuals will raise the deficit \$4 Trillion dollars (remember Republican ran against the deficit). The top 0.1% will get a tax break of \$296,160.00 per year. The top 1% will get \$78,650.00 per year and the average family (most of us) \$160.00. Guess what you get in return? Billions in cuts in Medicare. One trillion in cuts to Medicaid (this mean 10 million people will lose coverage, and medical practitioners and hospitals will disappear as a result of lack of funding, particularly in rural areas.) The combined cuts to health programs are estimated to cause 51,000 preventable deaths (Yale School of Public Health). There will be massive cuts in SNAP (food) assistance. Massive cuts to federal assistance to college and graduate school. Green energy - gone. Maybe you remember Trump promised Social Security would no longer be taxed - well that didn't happen. Is this really what the public wanted?

Right now, polls show US citizens are against this bill by a massive amount - the question is why would they vote for the people who are for it? Apathy and disinformation are the main culprits. The truth is out there, you just have to have the moral courage to look for it and resist the siren calls of anger and grievance. Just like our lack of participation in our vote on our contract, the apathy of the public has had a profoundly negative effect on the nation, and it will take decades to recover from the damage. Please take a hard look at your sources of information, get involved, attend your Union meeting and Vote. You can have a huge influence on all of our futures.

*Mike Shawn*

*Editor,  
Branch 3825*

## Safety

by Mitch Reissman



Safety - Websters dictionary defines safety as: 1) The state of being safe, 2) A device designed to PREVENT accidents.

With that said I ask you this:

Why did the chicken cross the road? Who cares WHY, did it look both ways before crossing.

Day after day city carriers ARE exposed to unsafe situations both in the station and on the street, some preventable while others are not. Safety is not limited to preventing a traumatic injury. There are both physical and mental injuries that CAN be prevented at the workplace wherever they may occur. Whether it be on the street, in the station or even at home. Although our obligation as the union representing employees is focused on the workplace there are times when the workplace finds its way to the home front.

Whether the injury is from a traumatic episode like a motor vehicle accident, slip, trip, fall, repetitive stress injury or an abusive supervisor (mental health) the employee is entitled to a safe environment. Too many employees, especially new hires are either unaware of their rights or to intimidated to exercise them. A shop steward can file a PS 1767 on your behalf if you fear retaliation.

This is being written to remind you, the postal employee, that your personal safety begins and ends with YOU. You are the first to question the safety factor of your instructions and the LAST that can refuse those instructions. If you ever refuse instructions because of safety, you had better file, immediately, a PS 1767. If management refuses to provide you one, contact your shop steward or the local president immediately. That is a violation of Article 14. File a grievance.

There are avenues that you can use to make management aware of what you believe is a safety issue. Submitting form PS 1767 (Report of Hazard, Unsafe Condition or Practice) is one way you can provide for your personal safety and those around you. Another is to tag a vehicle you believe is 'unsafe'. A third is to report defective equipment, hampers, cases, lighting or even collection boxes.

While I was working at the Bethesda Post Office in the 1980's, a carrier was able to defend himself from discipline after a child was crushed and killed by an unsecure snorkel collection box the child was climbing on. All the carrier did was report the concern to his supervisor. USPS was found liable for a large monetary settlement, but the carrier was protected because he had reported an unsafe condition.

Safety at the post office has gone from a joint effort of postal management/union input (safety Captains) to a joint effort of postal management/postal management (Safety Ambassador). This change has been criticized by the NALC National office all the way down to the locals. Safety Captains are/were trained by the post office. They only teach you what they (the post office) want you to know. Did you know that as a designated first aid provider at the workplace you are entitled to a hepatitis b shot (29cfr 1910.1030). I would bet they don't tell you that because it costs them MONEY.

I hope that you read this and realize that your personal safety in today's world began yesterday, not tomorrow. I repeat that personal safety begins and ends with one's self.

Mitch Reissman

Former volunteer

(7 years, Firefighter, EMT-b, Swiftwater Rescue)

Frederick County Fire/Rescue

*Mitch is also a former steward and executive board member and is a retired Branch 3825 Letter Carrier*

## *Editor's Pages*



### **Apathy and the Disinformation Nation**

In December 2024 the NALC announced a new National Agreement had been negotiated and mailed out ballots. In January of 2025, after the votes were counted, the agreement was rejected. Ultimately, the issue was settled in arbitration with essentially the same agreement that had been rejected.

What is shocking, particularly in Region 13 (the location of our Branch 3825) is the lack of interest demonstrated by the membership. Of the 9,504 "Total Ballots Mailed" in the Region, only 3,544 were returned and counted (1434 for and 2110 against). That is a rate of 37%. Rockville had a marginally better rate at 39%, while the two largest branches in the Region, Washington and Baltimore, weighed in at 23% and 25% respectively.

Remember, this occurred directly after the election of the most anti-union, anti-worker President in United States history. For comparison's sake the Census Bureau reports that in the 2024 presidential election, 73.6% (or 174 million people) of the citizen voting-age population was registered to vote and 65.3% (or 154 million people) voted. While this was the 3rd highest vote total in 34 years in a presidential election, it was a lower turnout than in 2020 and it means 89 million people did not care enough to vote. The same apathy has infected our Union.

During the run up to the vote on our contract, a movement to vote no successfully convinced enough carriers that the wage increases negotiated were not sufficient (the movement also argued against the two tier system that continues to include CCAs, as well as for better working conditions, a right to strike, etc) but failed (in my opinion) to explain how to overcome the challenges posed by binding arbitration. Our Local President, Ken Lerch, summarized the pay increases on page 2 of this issue, and certain incremental improvements have been made in mandatory overtime issues (the right to refuse overtime beyond 12 hours without fear of discipline), and there have been increases in the Uniform allowance. While the nature of the negotiations was interminable and opaque, to put

it nicely, the toxic nature of the vote no movement (i.e. "sell-out contract") was equally, if not more, alienating. Unfortunately, the majority of our membership in Region 13 became indifferent to the outcome. Ideally, our membership will be involved and informed by our next National NALC election in 2026.

2026 will also bring the federal mid-term elections which will determine control of both the House of Representatives and the Senate. By that time it is questionable whether we will retain our Union rights. To date, Trump and his administration have mounted unceasing attacks on public employee Unions. One area is ending collective bargaining rights for National Treasury Employees Union (IRS), Health and Human Services Department, the Energy Department, the Environmental Protection Agency and the Federal Communications Commission. The pretext is these workers may be a threat to "National Security": of course this is false, and one of the thousands of examples of the disinformation spread by the current administration. The reality is that the current regime wants to be able to fire at will anyone who is not loyal to the "King" as opposed to the Constitution. Because the administration is currently in control of all of the branches of government, the main avenue of opposition is at the ballot box.

In the 2024 election, the current administration ran on a platform of fear and disinformation. While Trump pretended to not know anything about Project 2025 and disavowed it, immediately upon being elected he appointed one of its principle architects to head OMB, and began to pursue all of goals which include cutting overtime pay, "relaxing" safety standards at work and allowing workplace discrimination. While pretending to support workers, Trump's record is exactly the opposite (firing NLRB members, firing members of the MSPB board and the EEOC, firing thousands of federal workers and associated contractors, the list goes on and on) and his promises to lower grocery prices and gas prices have gone unfulfilled. Job growth has slowed to it's lowest level since 2021. Economic growth, which was 2.8% during 2024, Biden's last year in office) has tumbled to 1.5 % so far this year and is predicted by Morgan Stanley to be 1% in 2026. With this in mind, how did Trump gain the support of some, generally non-union, working people? The massive right wing propaganda network that has essentially replaced traditional media and refuses to report the ramifications of putting this new government in place made it possible.

*Continued on page 21*



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“The vote is precious.  
It is the most powerful non-violent tool  
we have in a democratic society, and we must use it.”

- John Lewis

“Not voting is not a protest. It is a surrender.”

- Keith Ellison