

Unity

Dare to Struggle, Dare to Win

Volume 41 #1, March 2022



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



HISTORIC POSTAL LEGISLATION PASSES SENATE & HOUSE MARCH 2022

On March 8, 2022, the Senate passed HR 3076 (Postal Service Reform Act of 2022) by a vote of 79-19. The House had already passed this legislation on February 8, 2022. The bill now goes to President Biden for his signature to become law. This type of Postal legislation only passes every 15 or 20 years. This is huge news! Some key provisions are that this bill would eliminate the mandate that the Postal Service pay 5.5 billion dollars per year to pre-fund for future retiree health benefits, something that no other institution, public or private, is required to do. This has been financially killing the Postal Service since 2006, which has led to many in Congress calling for the USPS to be privatized. The bill also codifies six-day mail delivery into federal law. This postal legislation also maximizes the integration of future postal annuitants into Medicare. I want to thank everyone who signed petitions, and called their Senators and Congresspeople to urge passage of this monumental postal legislation!

I want to encourage everyone to read the 293 Grievance Summaries in this issue of Unity and I want to express my appreciation to Mike Shawn for typing up all those summaries. We are current with our grievance summaries! Thank you, Mike Shawn! You can see the tremendous amount of work being done by our hard-working Shop Stewards. Almost all the discipline being issued has been rescinded and hundreds and hundreds of thousands of dollars have been paid out due to contractual violations. Please thank your Stewards for their continued arduous and diligent efforts to attain contract compliance on your behalf!

In December of 2021, we received about 25 Pre-arbs signed by our Vice President, Charles Clark. The total amount paid to our members was more than \$40,000! Chuck has done so many great things for our branch from running our website, that now has more than 324,000 hits, to appealing nearly all of our grievances to Step B in Gaithersburg, Frederick, Damascus, Burtonsville and many out of our Pike Annex, to handling arbitrations and PRE-ARBS. This \$40,000 to our members is just another amazing feat by brother Chuck!

Some of the issues were as follows; We won \$12,000 for the Carriers with bid assignments at the Pike Annex due to management violating the spirit and intent of M-01915. Management refused to socially distance the Carriers there. So much for Safety First! A special thank you to Miryam Peralta for initiating this grievance. We won \$6,000 payable to our branch due to management violating the Rockville Union Time and Information Policies! We now have more than 1,000 settlements on these issues with payments in excess of \$500,000!!! We were able to keep our negotiated settlements concerning Untimely Pay Adjustments. Every Carrier who won a grievance settlement and was not paid within 28 calendar days, received an additional lump sum of \$150. There was a large number of Carriers who received these awards. We won an additional 250 percent for the NON-ODLs for Article 8 Section 5G violations on top of the penalty pay that was already paid to the ODLs. This equated to an additional 450 percent on top of the 150 percent that was originally paid to have the mail carried by the

NON-ODL's. This means that management paid \$180 per hour to work the NON-ODL's overtime in violation of our contract! This should give management an incentive to comply with the overtime rules in our contract. IF NOT, WE KNOW WHAT TO DO! Chuck also won \$7,680 due to inequitable distribution of overtime. Six ODL's won a total of 160 hours of overtime!

Some of our members have been required to work an insane amount of hours. A CCA out of Gaithersburg was forced to work 16.03 hours in one day in Baltimore! Management changed this Carrier's clockrings and tried to steal 60 units of penalty pay. Stewards Steve Klein and Chuck Clark caught this and won the penalty pay and an additional 8 hours of overtime for this CCA Union member due to management's attempt at thievery!

Our Stewards have won hundreds and hundreds of grievances concerning maximum hour violations paying an additional 50 percent for all hours worked beyond the maximum. CCA's and PTF's working over 11 and a half hours in one day, ODL's working over 12 in a day and 60 hours in a week. Some have worked over 15 hours in a day and 80 hours in a week! THIS MUST STOP! Effective immediately, we are going to escalate the remedy for maximum hour violations in an effort to attain contract compliance. We recently received an arbitration out of Aberdeen, NC paying an additional 50 percent for maximum hour violations PLUS A LUMP SUM OF \$300 FOR EACH VIOLATION! This is what we will be requesting.

Steve Klein and Chuck Clark have also won an escalating remedy for violations of M-01915 in the city of Gaithersburg. They have won thousands due to our CCA's improperly moved to another city to carry mail. Management is not to send our CCA's to another city, to the extent possible. Recently we won another escalating remedy for violations of M-01915 at Step B. A CCA won a lump sum of \$500. Then, we won another Step B for a violation of M-01915 paying this CCA a lump sum of two thousand dollars! (\$2,000!) Incredible work Steve and Chuck! I would like to point out that we are not just trying to win money from management. We are trying to find a remedy that will force management to comply with the spirit and intent of M-01915 and stop forcing our CCA's to travel to other cities to carry mail.

Huge pay increases are reflected in our current National Contract. Regulars are projected to have their pay increased \$9,000 to \$17,000 during the life of this 3 year and 8 month contract! Could be more or slightly less based on the COLA's and what step you were in at the time the contract was signed. We have 2 COLA's remaining in our current contract. Our last two COLA's were \$1,934 and \$1,331 respectively!! Our fifth COLA amounted to \$1,331 payable the second full pay period following the release of the January 2022 index. The sixth COLA will be based on the increase in the CPI-W from February 2022 through July 2022.

The fifth COLA is worth 64 cents per hour or \$1,331 annually. The five COLAs that have been calculated under the 2019-2023 National Agreement, totaling 194 cents per hour, are as follows: 1st COLA, 8 cents per hour (\$166 annually), 2nd COLA, 9 cents per hour (\$188 annually), 3rd COLA, 20 cents per hour (\$416 annually), the 4th COLA, 93 cents per hour (\$1,934 annually) and the fifth COLA, 64 cents per hour (\$1,331 annually.) The first three COLAs were paid retroactively to their contractual effective dates. To date, the COLA's in this contract have amounted to \$4,035 !!!!!!!!!!!!!

For a Step O regular Carrier, the pay raises are as follows;

On November 23, 2019 a pay increase of \$715.46. On November 21, 2020 a raise of \$715.46. On November 20, 2021 a raise of \$845.54. These pay raises equal \$2,276.46. On November 19, 2022 another pay raise of \$845.54 is coming. On November 19, 2022 we will also get another \$444 due to a new Step P our Union negotiated. And, we still have two COLA's remaining in this contract! So, our pay will increase \$7,601 plus the yet to be determined two COLA's.

If you were at Step H in November of 2019 your pay will increase another \$7,252 due to the four Step increases you will receive. Now, were talking more than \$14,000 in raises with two yet to be determined COLA's! And, if you were a CCA in November of 2019, your pay will increase by more than \$11,000! (Eleven thousand dollars!)

SO, YOU CAN SEE, IT DOESN'T COST TO BELONG TO OUR UNION, IT PAYS TO BELONG TO OUR UNION, THE NALC!

I want to thank Theo Anthony and Sherrone Lowery for their Steward work at the Pike Annex, for they have recently resigned. I want to especially thank Theo, for he was a Shop Steward for more than a quarter of a century, winning tens of thousands of dollars and knocking out hundreds of disciplinary actions levied against our members over the past 25 years. Miryam Peralta, Melissa Limage and Walter Peralta have stepped up at the Pike Annex. I want to thank them for the great job they are doing in representing our members there.

I want to thank Karla Carter, Grace White and Yesid Tovar for recently coming forward as Shop Stewards in our branch. Karla recently had a Customer Connect sale for more than ONE MILLION DOLLARS! The Maryland & DC District Manager, Lora McLucas, came to the Rockville installation in February to present Karla with a plaque which was all part of a very nice ceremony. Karla has an article on page 20 of this issue of Unity.

And finally, 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 also has an article on pages 4 and 5 of this newsletter issue.

Please visit our web site set up by Union Brother Chuck Clark at (WWW.NALC3825.COM). We now have more than 324,000 hits! We have every LMOU (LOCAL AGREEMENT) on our website. We have important information concerning COVID-19, and lots of information on CCA rights and benefits. We have added important Step B decisions, Formal A settlements as well as arbitration decisions and some contentions. You can look at the number of stops on every route in the country, the average income per delivery on a particular route, maps for each route and much more information.

IN THE STRUGGLE,

Kenneth Lerch
President NALC 3825

The Editor's Page



First the good news: as Branch President Ken Lerch noted in his article, the Postal Reform Act has passed. It should be noted that this bill passed the Senate 71-19 (with two members not voting) and passed the House by a margin of 342-92. These are huge bi-partisan margins, and in this day and age, quite frankly astonishing. The question is, how did this happen and why not long ago?

The bi-partisan vote shows how much in common in all US citizens actually have when the forces of division are not in charge. The previous administration was hostile to both unions and good government, and by that I mean a government that serves the people, and Trump and his follower's goals were to destroy unions and the government programs that serve the people rather the elitist rich. With a real President in office, and both Houses of Congress held (barely) by Democrats, positive legislation was able to be accomplished, and because both parties have substantial members who support the Postal Service, many Republicans were able to vote for this bill without fear of vindictive reprisals from their "leadership". In addition, some bipartisanship was shown in the Senate (although virtually none in the House) when the Infrastructure Bill was passed and then signed into law.

Sadly, there's some bad news as well. When tasked with supporting the American Rescue Act, Republicans failed the test. Not a single Republican in the House or Senate voted for this legislation. As you may recall, this legislation was the most important federal response to the COVID pandemic and provided direct payments to citizens, provided expanded leave (in our case the EFEL), extended unemployment, funding for vaccine manufacture and distribution, funding for small business, state and local governments, as well as many other issues to assist the American public recover from the ravages of the COVID pandemic.

The question is, why was there no support on the right hand side of the aisle for this type of legislation which is intended to help all Americans, including Postal

workers and Letter Carriers? Ironically, after the passage of this bill (as well as the infrastructure bill) Republicans who opposed the bill bragged about the benefits it brought to their states and localities; this is because of the bizarre upside down politicization of our system. Many Republicans pretend to represent the average American, but there is little to no empirical evidence that they do so. In the name of party loyalty, many Republicans have done their best to undermine public health in the US (I recommend looking at mortality rates in the states dominated by right wing governors and legislatures) in the name of "personal liberty". To be fair, they have been assisted by the anti-vax movement, which has apparently infiltrated some pseudo union leadership individuals, who have assisted in the spread of disinformation for both monetary rewards and personal aggrandizement.

This brings up the question of what does it mean to be a Union member and/or in a union leadership position in the midst of a pandemic? The United States has always had a tension (mostly for good) between individualism and collective action. This tension can be found in the responsibilities and functions of government (both federal and state) enumerated in the Constitution (see Article 1.8 – provide for the common defense and general welfare) and the individual rights enumerated in the First 10 Amendments known as "the Bill of Rights" as well as later amendments. This same tension is found in Unions – we are a group of individuals who have come together for the common good and at times opinions can differ on what that can be; however, when it comes to fighting the spread of a disease like COVID-19, there really is not an argument about what is for the common good. The vaccines that were invented at the end of the Trump administration and made available for free for every American by the Biden administration could have eradicated the disease in the US: however, certain people made the calculation it was to their political or personal advantage to sabotage that effort. As Union members, we are responsible for and care for our fellow members, we should be encouraging anyone who does not have a legitimate health reason for not getting a vaccine to get one (no major religious organizations object to the vaccine) to minimize the effect of COVID. As I write this, in the US the "omicron" wave is subsiding, but we can see a rise of a new omicron variant in other areas of the world. Why? Insufficient vaccination rates.

continued on page 5

COP, COVID & OWCP

Kristin Williams



As the global pandemic caused by the Coronavirus moves into a new phase, the last surge caused thousands of people to ring in the New Year in quarantine. The Omicron variant ease of transmissibility allowed it to spread rapidly after Thanksgiving, which caused spikes in numbers around the country in December and the beginning of January. A shortage of available testing locations and delayed testing results from labs caused increased concern and worry amongst those exposed to positive individuals or who had symptoms and needed to know their status.

The Postal Service was not immune to the outbreak and our numbers rose rapidly. Carriers testing positive in December 2021 through January 2022 reported delays in receiving test results and waiting on a return to work date from the Postal Service's Occupational Health Nurse Administrator (OHNA). Carriers cleared by their doctors were unable to return to work because the OHNA failed to timely contact them.

The NALC has encouraged members to file an Office of Workers' Compensation Programs (OWCP) claim with the Department of Labor (DOL) since March of 2020. The National Business Agents' offices have offered assistance throughout that time. Unfortunately, there are over 24,500 letter carriers who tested positive for COVID-19 that have not filed a claim. About 26 % of letter carriers testing positive since March of 2020 have filed a claim.

A claim not only entitles the carrier to the rights and benefits of an accepted OWCP claim, but if the letter carrier files a claim within 30-days of the date of injury (DOI) they can receive continuation of pay (COP). City Carrier Assistants (CCA) can elect to use the "Additional Leave" under M-01911 or may choose to use COP. Career letter carriers do not have any other leave available to them at this time unless they file a

claim with OWCP.

Just like the delay in OHNAs returning carriers to work, the local and district level management in the Postal Service took the position that COP was not payable to the injured worker until after OWCP accepted the claim, they could prove OWCP accepted the claim, and/or not entitled to COP because COVID-19 is not a Traumatic Injury. These ideas and beliefs are all false.

If USPS management takes that position, the steward should file a grievance. The steward can quote the ELM 542.33 and the U.S. criminal code 18 U.S. Code § 1922. If a manager, supervisor, postmaster, or Occupational Health Claims (OHC) Specialist (formerly Health and Resource Management) delays a claim the steward should file a grievance for any letter carrier as this relates to enforcing the contract and law.

Retaliation by USPS upon a letter carrier who files an OWCP claim should contact the Occupational Safety and Health Administration (OSHA) to file a Whistleblower complaint. OSHA Whistleblower complaints are especially important for CCAs still in their 90/120 day probationary period since they cannot grieve a separation from employment. To my knowledge, these complaints have been successful in returning the injured worker to duty.

In March of 2020, OWCP designated COVID-19 as a Traumatic injury allowing a letter carrier to receive COP for 45 calendar days. The "FECA provides that the employer must continue the employee's regular pay during any periods of resulting disability up to a maximum of 45 calendar days." (ELM 543.41) The letter carrier should receive COP immediately following the 3-day waiting period, and not after OWCP accepts their claim then they receive COP.

COP continues the employee's regular pay during the 45 calendar day period it usually takes OWCP to decide a claim. This is to provide the employee with an income during the initial phase of the claim when the injured worker is out receiving medical care. OWCP will have the final decision on the injured worker's entitlement to COP. If OWCP denies a claim or denies the injured worker's entitlement to COP, then the carrier would repay the Postal Service. This should not stop the Postal Service from initially paying the letter carrier.

With the influx of COVID-19 claims to OWCP, they will administratively close a case where it appears the COVID-19 infection was minor, and the medical bills

will not exceed \$1,500. The Postal Service must still pay COP during the 45 calendar days even if OWCP administratively closes a case. The FECA Bulletin 22-06 provides clear guidance on the Postal Service's obligation to pay COP to employees who meet the statutory requirements – claim filed within 30 days of injury and medical documentation for disability provided within 10 days. FECA Bulletin 22-06 also instructs injured workers to file a new CA-1 claim if they test positive again more than 90 days from the first injury. This would entitle the injured worker to 45 calendar days of COP for this new injury.

The Postal Service does not need the letter carrier to provide a copy of the acceptance letter to their management to receive COP. The Postal Service has access through OHC and can retrieve the status of the claim from that office. If the Postal Service requires documentation of OWCP's acceptance of a claim before paying COP, the steward should file a grievance. It is important that our injured letter carriers have a steady income so they can focus on healing and returning to work. This should be a smooth process but like most simple things at work the Postal service will find a way to make it difficult. The best way to correct the problem is to file a grievance.

Kristin Williams

NALC Regional Workers'
Compensation Assistant,
Region 12 and 13

The United States actually has a close to miraculous history of public health successes due to vaccination, beginning as early as 1796 with the smallpox vaccination, and has been responsible for the elimination of smallpox, polio and measles, to name a few. While in certain small populations there has always been resistance, generally speaking, mandates for vaccinations in the military, schools, for foreign travel and for certain jobs has been completely without controversy: it is only to foster division for political gain that certain people have made this an issue and spread the anti-vax disinformation that has gained traction. It is unfortunate that this energy was not spent on convincing pharmaceutical companies to spread the patents for their vaccines worldwide, and it is hard to fathom exactly what "individual freedom" is being infringed on when the alternative is the spread of disease and death to your friends and neighbors. It is clear that our National Agreement requires management to provide a safe workplace and for the Union to make every effort to cooperate in this endeavor : "It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility." Page 14-1 J-CAM. Undermining efforts to suppress the virus through the vaccine is contrary to our mission as Union members.

Going back to the positive news, our Union has done great work assisting letter carriers during the pandemic. Please read Kristin Williams' article on pages 4 and 5 to understand issues regarding OWCP and FECA. Furthermore, the federal government under President Biden's leadership has done astonishing work in providing benefits and attempting distribute the vaccine, as well as other tools to fight the spread of the disease. Let's all do our part and try to put this pandemic in the rear view mirror.

Mike Shawn
Editor

Covid and its Aftermath

Monica Rodriguez



December 28, 2021 I began to feel ill. My throat burned as if I had just swallowed acid. I ignored it and went on with my day. New Year's Eve was fast approaching and I had lots to do. Our family (those who live in the household) had just celebrated Christmas, like many others. Only, we're trying to create as many wonderful moments of time with my mother as possible. My mother suffers from fibrotic long disease, pulmonary hypertension and right side heart failure. We're not sitting around waiting for her to die. We're taking the initiative to insure she lives her life to the fullest. We had an awesome spread and played various types of games. We even stepped out into the frigid night to make s'mores over a cozy fire. The evening came to end and after cleaning up our mess, we turned in for the night. The next morning I felt strange, in addition to the burning in my throat. I can't pinpoint the exact feeling. Strange is the most adequate description I could provide. I went about the day creating the menu, ordering the decorations and directing the guys on where to move the furniture.

It's now December 30th and I'm a tad bit concerned. My body is achy and my chest is tight. All I want to do is sleep. I was troubled. I had planned this elaborate evening for my mom and I couldn't get out of bed. The balloons and descriptions were scheduled for pick up at 2pm on the 31st. I told my husband I didn't think I should or could cook, feeling the way I did. I wanted to go to the ER, but I didn't have the strength to get out of bed. I slept for most of the day, well into the evening hours. David tried his best to encourage me to go to the hospital, but I just couldn't. New Year's Eve morning I was having difficulty breathing, I spoke just above a whisper, in an effort to keep the pain at bay, and my body felt like the time I was living in Oklahoma and was in an accident and my car flipped over on its side.

I begged David to take me to the hospital, yet I was still in the bed. I couldn't move. He pulled me up, helped me dress and put my shoes on. It was around 9am when we arrived at Doctors Hospital. As we're walking up the hill, I peer through the window and there were about 60 people in the waiting area. With tears in my eyes, I said to David, "take me home, and ill come back tonight." There were too many people in one area for my comfort. If it was just a cold, I was afraid I'd end up with something else sitting in that petrie dish, waiting to be seen. We headed back home. At around 11pm we went back to the hospital. I was seen almost immediately and after taking my weight, pressure, blood and temperature, I headed back to the ER to await the results. I had a fever of 103.1 and my heart rate was concerning to the medical staff. At 12 am my husband and I wished one another a happy new year. In lieu of kissing, we blew kisses

to one another. I was a confirmed positive case by 1am. Now I was praying they'd let me go home. My heart rate was extremely high and there were talks around admitting me as a result. More blood was drawn and another ekg was done and I was finally cleared for discharge.

We arrive home and I pack my essentials and head into the tv room. My head feels like a sponge is absorbing the moisture in my forehead. Yet, my nose is full of goop and slime that won't budge. My eyes are being pulled into their sockets from the inside. The elephant sitting in the middle of my chest rejects my coughs and refuses to budge. Someone viscously, without ceasing, punched me in my lower back. Well, that's how it felt to me. The skin on my face feels like a woman with way too much make up on for one person. It feels like its hanging from my face. The pulse in my gums and teeth is relentless. My knees, oh my knees! Why do they ache so? My children are in misery and I can't do anything to comfort them. I put on protective coverings, gloves and two masks just to keep from exposing my mother to anything. Life for my family and me has forever changed.

February 14, 2022, I am still coughing up thick, yellowish brown phlegm. My chest tightens with no warning and I lose my breath. I lose the sense of taste intermittently and it vexes me so. I love to cook. No one, if they're serious about cooking, cooks without tasting their food. My energy level is sluggish at times. I'm extremely winded when I'm moving about and that tightness in my chest rears its ugly head.

I say all of this to let you know just how agonizing Covid is. I am convinced my husband was exposed to Covid while at work and thus I was exposed thru him. Is the mail that important to the United States Postal Service? While nothing stops the mail, there's something afoot that stops our lives. So many carriers have tested positive at Potomac, take the required time off and return to work. Yet, the cycle continues. Why aren't there testing guidelines in place? How does one contact trace and only a select few are deemed to be in contact with an infected individual? The entire floor has been in contact with any individual that worked before testing positive. Oh, but management will tell you that you're required to return to work in 5 days, per the CDC. It isn't a cookie cutter fix.

Why aren't there measures in place for rapid testing when carriers arrive for work? This thing is beyond anyone's control. My sons are asthmatic. What is being done to protect the carriers and their loved ones? Carriers' lives matter more than the mail. Students in DC and Maryland are required to pick up a rapid test kit from school and report a negative result before returning. Surely, the USPS can at the very least provide that. I've already lost my father and don't intend to lose my mother, children nor my spouse to Covid.

Monica Rodriguez

Alternate Steward, Potomac

Contract Talk

18 U.S. Code Section 1922 provides a legal remedy for managers and supervisors that violate FECA rights (COP, OWCP). In other words, not only is it contractually improper to violate a carrier's rights when an injury occurs on the job, it is illegal. We will be citing this remedy in future violations.

"Whoever, being an officer or employee of the United States charged with the responsibility for making the reports of the immediate superior specified by section 8120 of title 5, willfully fails, neglects, or refuses to make any of the reports, or knowingly files a false report, or induces, compels, or directs an injured employee to forego filing of any claim for compensation or other benefits provided under subchapter I of chapter 81 of title 5 or any extension or application thereof, or willfully retains any notice, report, claim, or paper which is required to be filed under that subchapter or any extension or application thereof, or regulations prescribed thereunder, *shall be fined under this title or imprisoned not more than one year, or both.*"

If you are hurt on the job, the supervisor **must** give you a copy of your CA-1 or CA-2:

"CFR§10.110 What should the employer do when an employee files a notice of traumatic injury or occupational disease?

(a) The employer shall complete the agency portion of Form CA-1 (for traumatic injury) or CA-2 (for occupational disease) no more than 10 working days after receipt of notice from the employee. The employer shall also complete the Receipt of Notice and give it to the employee, along with copies of both sides of Form CA-1 or Form CA-2."

Many supervisors think it is cute to try to attempt to controvert (disallow) your injury claim: they must notify you in writing:

ELM 544.12.... "Control Office or Control Point Responsibility The control office or control point must advise the employee whether COP will be controverted and whether pay will be interrupted. The control office must provide the employee a copy of the completed CA-1 or CA-2 and all correspondence between the Postal Service and the treating physician."

If your supervisor is trying these tricks on you, see your steward!

Mike Shawn, Editor

Germantown Report



Germantown continues to have excessive Pre-Disciplinary Interviews for the following alleged infractions: SPM scan failures, Failures to Scan Parcels and so-called Excessive Reverse (or backing).

To avoid being called in for a PDI or being issued discipline, remember to fill out Form 1564B to indicate locations where backing can't be avoided. While backing in and of itself is not cause for discipline, to avoid the stress of potential discipline, this is one way to protect yourself.

To avoid the stress of discipline for SPM failures, you can try several different tactics. For instance if a potential scan comes up before you arrive, make a note for that future delivery so you don't forget. Also, at the end of your delivery day, you can double check to see if any work orders remain that you may not have been notified of, and you have the option to scan "Already Passed". These are some ways to avoid this type of discipline.

The most common missed scan for parcels appears to be missed scans on SPRs. Remember to carry your scanner with you at all times and then if you see a scan on a smaller piece of mail you will remember to scan it at the point of delivery (as required). Furthermore, only scan your parcels at the point of delivery, we don't want our carriers disciplined for "falsification" of delivery times.

As you can see from the Grievance Summaries, we had several very heavy disciplines (14 Day Suspensions) issued for backing accidents. While we were able to get those reduced to Letters of Warning with a one year retention period, try to avoid putting yourself in this situation. Remember to work safe, and work smart.

Shearly Shawn

Germantown
Chief Shop Steward

OFFICERS

- | | |
|--------------------------|-----------------|
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| 2. Vice President | Chuck Clark |
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Unity is the official newsletter of NALC Branch 3825. The purpose of this newsletter is to inform and educate our members, as well as provide a forum to exchange ideas and concerns. Articles in *Unity* do not necessarily reflect the views of the editor or this branch.

Directions to the Union Meeting

Rockville Senior Center
1150 Carnation Dr.
Rockville, MD



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

Branch 3825 Stewards

Chief Stewards

1. Ken Lerch
2. Chuck Clark
3. Shearly Shawn
4. Miryam Peralta
5. Kevin Abernathy
6. Sergio Lemus
7. Robert Weisner
8. Chuck Clark

9. Dave Savell

Stewards

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

8. Mitch Reissman

9. Consandra McCallum
10. Viktor Fraker
11. Sergio Lemus

Alternates

1. Mathew Ackah
2. Steve Klein
3. Dave Savell
4. Christopher Wiles
6. Jose Ortega
7. Brett Jones
9. Walter Peralta
10. Monica Rodriguez
11. Melissia Evans
12. Grace White
13. Karla Carter
14. Yesid Tovar

Rockville
Gaithersburg
Germantown
Pike
Potomac
Rockville Main
Twinbrook
Frederick
Mont.Village
Diamond Farms

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

Diamond Farms
Mont/ Village
Gburg Main
Frederick
Twinbrook
Twinbrook
Pike Annex
Potomac
Rockville Main
Rockville Main
Derwod
Gaithersburg MO

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

Grievance Summaries

Following are 293 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. 66-21-SK93. Formal Step A. Management did not allow the Grievant to drive after an accident until driver training was completed and forced her to use Annual Leave. To Resolve the issue, the Annual Leave charged (11.11 hours) will be restored to the Grievant's Leave balance.
2. 66-22-SK28. Informal Step A. Management will provide information requested by the Union within 48 hours, unless an extension is agreed to mutually. In this one case, the Union will waive the \$100.00 payment in the spirit of good faith bargaining.
3. 66-21-SK162. **Step B Decision.** Management is instructed to comply with M-01885 and discontinue instructing carriers to clock on to Code 733 or 737 to deliver parcels assigned to their route.
4. 66-21-SK123. Formal Step A. The Burtonsville relative standing date of the carrier in question will be corrected.
5. 66-21-SK83. Formal Step A. Due to a processing error, management failed to properly comply with Step B Decision for 66-21-CC02; to resolve the issue, the remaining 8 hours of LWOP will be promptly converted to Annual Leave.
6. 66-22-SK23. Informal Step A. Management will comply with Article 41.2.C and provide the Union with an updated seniority list every January and July.
7. 66-22-SK20. Formal Step A. Management will ensure that Business deliveries on Route 66009 will be clearly marked to indicate whether they are closed or not on Saturday, as well as any other special instructions.
8. 66-22-SK22. Informal Step A. Management will ensure the accuracy of clock rings to avoid the loss of assistance to routes and also avoid the utilization of managers performing craft duties.
9. 66-21-SK130. Formal Step A. Management failed to post an Award Notice for a No-Bid, and also failed to notify the Union of the conversion and assignment of a CCA as a result of this. Management agrees to properly post and notify the Union as required.
10. 66-21-SK110. Formal Step A. Management will ensure that Item B.4.1.12 of the local agreement it complied with: this requires Choice leave is canceled 7 days prior to its' usage.
11. 66-21-SK109. Informal Step A. Management violated Article 41.1.A.2 of the National Agreement when they failed to provide Form 1723 when assigning a carrier to higher level duties (204B). In the spirit of good faith bargaining, the Union waived the monetary remedy in this case.
12. 66-21-SK26. Formal Step A. Management violated Article 26.3 of the National Agreement when they failed to provide the CCA with a uniform allotment after he worked 90 days: to resolve the issue, management will issue an allotment within 10 days of this agreement.
13. 66-21-SK83. Formal Step A. For three days, 3 carriers performed higher level duties due to the absence of all supervisors/managers. As a result, the carriers will be paid lump sums of \$75.00, \$50.00 and \$25.00 respectively.

14. 66-21-SK72. Informal Step A. Management and the Union agree CCA carriers will not work more than 14 consecutive days.
15. 66-21-SK71. Informal Step A. The OIC cased and carried Route 66009 in violation of Article 1.6 of the National Agreement: as a result 6 carriers are paid a total of \$239.34 for the 7 hours and 20 minutes.
16. 66-21-SK30. Formal Step A. Management violated Article 8.5G as well as the Letter Carrier paragraph when they failed to schedule an ODL carrier or use CCA's to the maximum extent possible and forced Non-ODLs to work overtime off their assignments. As a result 7 carriers are paid a total of \$251.94.

Damascus

1. 72-21-VF105. **Step B Decision.** Management violated Article 41.2.B.4 of the National Agreement when they removed a CCA carrier from her hold-down. Management is instructed to Cease and Desist this practice and pay the Carrier 1 hour at 50% her regular rate of pay and 1 hour at her overtime rate.
2. 72-21-VF73. Formal Step A. Management failed to provide the CCA carrier Uniform Authorization letter for 2020 and 2021: management will provide \$974.00 to cover the CCA uniform allotments missed.
3. 72-21-VF98. Formal Step A. Management failed to provide a CCA carrier sufficient Uniform authorization letters as promised in grievance above (72-21-VF73). As a result, management will provide a Uniform Letter of Authorization of \$510.00.
4. 72-21-VF96. Informal Step A. The Letter of Warning for Failing to Scan SPM is Reduced to a Discussion.
5. 72-21-VF76. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 when CCA's worked 11.79 and 12.44 hours respectively. Therefore, the carriers will be paid an additional 50% for all hours over 11.50 hours in one day (total = \$11.70).
6. 72-21-VF72. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 when CCA's worked 12.84 and 12.29 hours respectively. Therefore, the carriers will be paid an additional 50% for all hours over 11.50 hours in one day (total = \$20.27).
7. 72-21-VF68. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 when a CCA worked 12.25 hours. Therefore, the carrier will be paid an additional 50% for all hours over 11.50 hours in one day (total = \$9.03).
8. 72-19-VF151. Pre-Arbitration. Management failed to process a CA-1 in a timely manner; as a result, the carrier will receive a lump sum payment of \$350.00 and management will comply with the ELM and EL-505 when processing OWCP forms.
9. 72-21-VF011. Pre-Arbitration. Management will Cease and Desist the practice of automatic revocation of driving privileges for all accidents; revocation will be done if necessary on a case by case basis.

Derwood

1. 55-21-SL250. Informal Step A. The Letter of Warning for Unauthorized Overtime is Reduced to an Official Discussion and removed immediately from the Grievant's OPF.
2. 55-21-SS28. Informal Step A. The Letter of Warning for "Unsatisfactory Attendance" is reduced to an Official Discussion and removed immediately from the Grievant's OPF.
3. 55-21-SS302. Informal Step A. The Letter of Warning for "Failure to Scan SPM" is reduced to an Official Discussion and removed

immediately from the Grievant's OPF.

4. 55-21-SL207. Informal Step A. Supervisor Avtar Singh will comply with M-39 Section 115.4, ELM 665.24 and M-01242 and treat the Grievant with dignity and respect.

5. 55-21-SL41. Formal Step A. The 8 hours of LWOP and 8 hours of Sick Leave will be changed to FEEL provided completion of the EFEL documentation.

6. 55-21-SL300. Informal Step A. The Letter of Warning for allegedly bringing back mail is hereby rescinded and removed from the Grievant's OPF immediately.

7. 55-21-SL301. Informal Step A. The Letter of Warning for allegedly not setting up scanner properly is hereby rescinded and removed from the Grievant's OPF immediately.

8. 55-21-SSL34. Formal Step A. The 8 hours of LWOP will be changed to 8 hours of EFEL as requested by the Grievant on his Form 3971.

9. 55-21-SL205. Informal Step A. The Letter of Warning for "Unsatisfactory Attendance" is reduced to an Official Discussion and removed immediately from the Grievant's OPF.

10. 55-21-SL152. Formal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (61.24 and 64.01 hours).

11. 55-21-SL151. Formal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (62.49 hours).

12. 55-21-SL111. 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 (70.03 hours).

13. 55-21-SL150. 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 (70.15 and 61.94 hours).

14. 55-21-SL110. 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 (63.33 hours).

15. 55-21-SL150. Formal Step A. Management violated Article 41.1.C.4 (work the duty assignment as posted): and the affected carrier will be paid .47 hours at his regular rate of pay.

16. 55-21-SL10. **PRE-ARBITRATION. ESCALATING REMEDY.** Management violated Article 8.5/Letter Carrier Paragraph of the National Agreement. The Non-ODL is hereby paid an additional lump sum of \$139.00 for the mandatory Overtime worked. At Step B, the Non-ODL was awarded an additional 50% his regular rate of pay for 2.21 hours, and the additional remedy of %250 was impasse. The grievance had been previously partially settled at the Formal A Step, where two ODL's were paid at their applicable overtime or penalty pay rate for 2.21 hours

Diamond Farms

1. 78-21-DS112. Informal Step A. The Letter of Warning for "SPM Work Order Failure" is Reduced to an Official Discussion.

2. 78-21-DS111. Informal Step A. The Letter of Warning for "SPM Work Order Failure" is Reduced to an Official Discussion.

3. 78-21-DS113. Informal Step A. The Letter of Warning for "SPM Work Order Failure" is Reduced to an Official Discussion.

4. 78-21-DS14. Formal Step A. Management violated Article 41.2.B.5 when they took a CCA carrier off her approved hold-down on Route 78036 for a period of 2 weeks. To resolve the issue, a onetime lump sum payment of \$800.00 will be made to the Grievant.

5. 78-21-DS25. Formal Step A. Management violated the maximum allowable hours (60) in a week during PP 24-2. Management hereby agrees to pay an additional 50% for all hours worked over 60. Six carriers were paid a Total of \$473.49.

6. 77-21-SK167. Informal Step A. Management violated the maximum allowable hours (60) in a week during PP 24-2. Management hereby agrees to pay an additional 50% for all hours worked over 60. Thirteen carriers were paid a Total of \$368.00.

7. 78-21-DS24. Formal Step A. Management violated the maximum allowable hours (12) in a day during PP 24-2. Management hereby agrees to pay an additional 50% for all hours worked over 12. Twelve carriers were paid a Total of \$61.40.

8. 77-21-SK168. Informal Step A. Management violated the maximum allowable hours (12) in a day during PP 25-1. Management hereby agrees to pay an additional 50% for all hours worked over 12. Twenty-Nine carriers were paid a Total of \$931.00.

9. 78-21-DS26. Informal Step A. Management violated the maximum allowable hours (11.50) in a day during PP 24-2 for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 75% for all hours worked over 11.50 hours. 3 CCA carriers were paid a total of \$116.20.

10. 77-21-SK166. Informal Step A. Management violated the maximum allowable hours (11.50) in a day during PP 25-1 for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 75% for all hours worked over 11.50 hours. 1 CCA carrier was paid a total of \$66.85.

11. 78-21-DS99. Formal Step A. Management violated Article 8.5.C.2.b of the National Agreement during Quarter 3 of 2021 (Overtime Equitability). As a result, 5 ODL carriers will be paid a total of \$2155.47.

12. 78-21-SK65. Informal Step A. Management violated Article 8.5.C.2.b of the National Agreement during Quarter 2 of 2021 (Overtime Equitability). As a result, 3 ODL carriers will be paid a total of \$967.36.

13. 78-21-DS20. Informal Step A. Management violated Article 41.1.B of the National Contract when they failed to post Route 78056 at the Diamond Farms Post Office, although it was posted on "Lite Blue". As a result, the award is declared invalid, and the route will be reposted properly.

14. 78-21-DS23. Formal Step A. Management violated Article 41 of the National Contract when they failed to post Route 780049 in a timely fashion. As a result, the successful bidder will receive \$10.00 a day for each day the route posting was delayed (18 days). (Total \$180.00).

15. 78-19-DS23. Pre-Arbitration. Management violated the National Agreement (Articles 15, Article 19, Precedent Setting Step B Decisions, etc.) when they failed to process a grievance settlement in a timely manner. As a result, 8 Letter Carriers are awarded a lump sum payment of \$150.00 each. (Total \$1,200.00).

16. 78-21-SK68. Informal Step A. Management will Cease and Desist the practice of giving the Improper Instruction to move to the street prior to the completion of all office duties.

17. 78-21-SK66. Informal Step A. Management improperly charged the carrier Sick Leave instead of Annual Leave. As a result of this grievance, a correction to this error will be made.

Frederick

1. 01-21-VF125. Formal Step A. The Fourteen (14) Day Letter of Suspension for Improper Conduct is Reduced to a Letter of Warning with a retention period of 6 months at which time it will be expunged from all Postal records and files.

2. 01-21-VF102. Formal Step A. The Seven (7) Day Suspension for alleged "Delay of Mail" is immediately Rescinded and Removed

from all USPS records and files.

3. 01-21-ZJ18. Formal Step A. The Seven (7) Day Letter of Suspension for alleged "Improper Conduct" is immediately rescinded and removed from all USPS records and files.

4. 01-21-VF134. Formal Step A. The Seven (7) Day Letter of Suspension for allegedly "intentional slow pace and unauthorized overtime" is immediately Rescinded and Removed from all USPS records and files.

5. 01-21-VF129. Formal Step A. The Emergency Placement (Article 16.7) for allegedly failure to walk at a reasonable pace" is immediately Rescinded and Removed from all USPS records and files, and the Grievant will be paid for 2 hours..

6. 01-21-VF090. Formal Step A. The Seven (7) Day Letter of Suspension for Failure to Obey Instruction is Reduced to a Letter of Warning with a retention period of 1 year at which time it will be expunged from all Postal records and files.

7. 01-21-ZJ09. Informal Step A. The Fourteen (14) Day Notice of Suspension for Unacceptable Attendance is Reduced to a retention period of 1 year, at which time it will be rescinded and removed from all USPS records and files.

8. 01-21-VF171. Formal Step A. Management only paid a CCA carrier who was COVID-positive 40 hours of leave under M-01911 despite the guarantee of 80 hours. To resolve this grievance, the Grievant is paid an additional 40 hours of leave.

9. 09-21-CW001. Formal Step A. The Fourteen (14) Day Letter of Suspension for Improper Conduct is Reduced to a Letter of Warning with a retention period of 6 months at which time it will be expunged from all Postal records and files.

10. 01-21-ZJ15. 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 records and the Grievant's OPF.

11. 01-21-VF132. Formal Step A. The Letter of Warning for Failure to Scan SPM is Rescinded and reduced to an Official Discussion.

12. 01-21-VF103. Formal Step A. The Seven (7) Day Suspension for allegedly "Disobeying a Direct Order" is immediately rescinded and removed from all USPS records and files.

13. 01-22-VF14. Informal Step A. The Fourteen (14) Day Suspension for Unacceptable Attendance is reduced to a retention period of six months, at which time it will be removed from all files and records, including the Grievant's OPF.

14. 01-21-VF81. Informal Step A. The Fourteen (14) Day Suspension for Delay of Mail is Reduced to a Letter of Warning, and will not be cited in any future discipline unless it is for failure to utilize Form 1571.

15. 01-21-VF158. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (69.31, 70.05, 62.45, 68.50, 67.25, 67.43, 69.76 and 70.31 hours).

16. 01-22-VF06. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (65.04, 64.87 and 61.79 hours).

17. 01-21-VF146. Formal Step A. The Letter of Earning for Unacceptable Attendance is Reduced to a retention period of six months, at which time it will be removed from the Grievant's OPF and all USPS files and records.

18. 01-21-ZJ20. **Step B Decision.** No remedy was issued as the steward failed to include mutually agreed upon time extension in the file.

19. 01-21-VF71. Informal Step A. 204B L. Charles will Cease and Desist using Violent or Threatening behavior after being found to be attempting to intimidate and bully Letter Carriers.

20. 01-21-VF091. Formal Step A. 204B L. Charles will treat the Grievant with dignity and respect, and comply with M-39 115.3 and 115.4.

21. 01-21-VF085. Formal Step A. Management agrees the use of the MDD was excessive and going forward it will only be used for limited messaging or an emergency.

22. 01-21-VF83. Formal Step A. A copy of the completed ODL sign-up list will be provided to the union on the first day of the quarter (in this case 10-1-2021).

23. 01-21-VF092. After making derogatory and offensive remarks to the Grievant, Postmaster Heverly will treat the Grievant with dignity and respect, and apologized to the Grievant for the incident.

24. 01-21-VF107. Formal Step A. Management will allow a Letter Carrier to speak during a PDI and ask questions about the allegations against them without interruption. This complies with the July 2021 J-CAM page 16-2: "Employees have the right to know with reasonable detail what the charges are and to be given a reasonable opportunity to defend themselves before the discipline is initiated".

25. 01-21-VF161. Formal Step A. Management violated the maximum allowable hours (11.50) in a day during PP 26-1 for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. 13.08, 12.45, 11.88, 12.31, 12.09, 13.52, 12.07, 12.43, 12.46, 13.38, 11.97, 13.05 and 12.97 hours respectively.

26. 01-21-VF156. Formal Step A. Management violated the maximum allowable hours (11.50) in a day during PP 25-2 for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. 11.94, 12.04, 12.32, 12.46, 12.17, 12.23 and 12.31 hours respectively.

27. 01-18-RS6007. **Pre-Arbitration.** Management violated the maximum allowable hours (11.50) in a day during for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. 13.05, 13.08, 13.08, 11.57, 14.48, 14.48, 13.76, 12.41 and 14.66 hours respectively.

28. 01-21-VF160. Formal Step A. Management violated Article 8.5.G of the National Agreement when a non-ODL carrier was forced to work overtime off her assignment while the ODL was not fully utilized. As a result, the Non-ODL will be paid an additional 50% her regular rate of pay for 1.24 hours, and 2 ODL carriers will be paid at their regular Overtime rate for the 1.24 hours.

29. 01-21-VF172. Formal Step A. Management violated Article 8.5.G of the National Agreement when a non-ODL carrier was forced to work overtime off his assignment while the ODL was not fully utilized. As a result, the Non-ODL will be paid an additional 50% his regular rate of pay for 1.90 hours, and 3 ODL carriers will be paid at their regular Overtime rate for the 1.90 hours.

30. 01-21-VF139. Formal Step A. Management violated Article 8.5.G of the National Agreement when a non-ODL carrier was forced to work overtime off his assignment four times while the ODL was not fully utilized. As a result, the Non-ODL will be paid an additional 50% his regular rate of pay for 3.84 hours, and 6 ODL carriers will be paid at the appropriate Overtime rate for the 1.90 hours.

31. 01-21-VF108. Formal Step A. Management violated Article 8.8 when they instructed a carrier to clock out and charged him .49 hours of LWOP. The carrier will be paid and the .49 hours will be changed to guaranteed time

32. 01-21-VF175. Formal Step A. Management violated the maximum allowable hours (11.50) in a day during PP 25-2 for CCAs and PTFs as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 11.50 hours. 12.56, 12.81, 12.12, 12.02, 11.94 and 11.92 hours respectively.

33. 01-21-VF141, VF142, VF143. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL and in a day (12). Management hereby agrees to pay an additional 50% for all hours worked over 60 (63.94, 66.64, 64.93, 63.30, 62.60

and 65.35) and 12 (12.17, 12.65, 12.21, 12.17, 12.12 and 12.02).

34. 01-21-VF101. Formal Step A. The Letter of Warning for alleged Unsatisfactory...Behavior & Conduct" is rescinded from all USPS record and files and may not be cited in any subsequent discipline.

35. 01-21-VF100. Formal Step A. The 14 Day Suspension for willfully not responding to an instruction by a supervisor is reduced to a Letter of Warning with a retention period of 2 years.

36. 01-21-VF80. Informal Step A. The Letter of Warning for Unsatisfactory Work Performance is reduced to an Official Discussion.

37. 01-21-VF173. Formal Step A. The Letter of Warning for Unacceptable Attendance is Reduced to retention period of 6 months, at which time it will be removed from all USPS records and files.

38. 01-21-VF131. Formal Step A. The Letter of Warning for Failure to Scan SPM is rescinded and reduced to an Official Discussion.

39. 01-21-ZJ18. Informal Step A. The Letter of Warning for Unacceptable Attendance is reduced to an Official Discussion.

40. 01-21-VF123. Formal Step A. The Letter of Warning for Improper Conduct is rescinded and reduced to an Official Discussion.

41. 01-21-VF130. The Letter of Warning for alleged Unauthorized Overtime is rescinded and removed from all USPS records and files immediately.

42. 01-17-MR025. **Arbitration.** The grievance alleging a violation of MR007 is denied.

43. 01-21-VF82. Informal Step A. The Seven Day Suspension for Failure to Report an Accident in a Timely Fashion if Reduced to a Letter of Warning with a retention period of one year, at which time it will be rescinded and removed from all files.

44. 01-22-VF13. Informal Step A. Management will post the Holiday Schedule on Tuesday of the week preceding preceding the Holiday as specified by Article 11.6.A of the National Agreement.

45. 01-22-VF09. Formal Step A. Letter Carrier may observe their DPS volume prior to the submission of Form 3996, and may do the same regarding parcel and SPR volumes, and may submit or modify their Form 3996 as needed at the time.

46. 01-22-VF07. Formal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Management hereby agrees to pay an additional 50% for all hours worked over 12.85, 12.31, 13.65, 14.56 and 13.07 hours respectively.

47. 01-21-VF177. Formal Step A. Supervisor A. Rowe is instructed to initial PS Form 8190 Block 13a when requested to do so in an Informal Step A. This supervisor had refused to comply with the requirement in Article 15.2 and pages 15-3 and 15-4 of the 2021 J-CAM to do so.

48. 01-21-VF149. Formal Step A. Management agrees to comply with Item 12 of the Frederick LMOU and approve requests for annual leave of 4 hours or more when less than 8% of the carrier craft has already been approved AL for the date(s) requested.

49. 01-21-VF121. Step B Decision. Management is instructed to comply with Item 12 of the Frederick LMOU and approve requests for annual leave of 4 hours or more when less than 8% of the carrier craft has already been approved AL for the date(s) requested. The Grievant will be allowed 4 hours of Annual Leave taken at her discretion regardless of the complement to resolve this grievance.

50. 01-21-VF122. Formal Step A. The Grievant was improperly instructed to travel to Linthicum and Columbia offices for "CCA training" in her private vehicle. The Grievant will be paid mileage for 349.4 miles (\$195.66).

51. 01-21-VF137. Formal Step A. Management agrees to comply with Article 30 and the Frederick LMOU and approve requests for annual leave of 4 hours or more when less than 8% of the carrier craft has already been approved AL for the date(s) requested.

52. 01-21-VF133. Formal Step A. The line of travel for Route C-01025 will be ensured to conform with the M-39 by utilizing a recently

completed or new Form 3999.

53. 01-21-VF147. Formal Step A. After Supervisor A. Rowe would not accept or sign a Union information request, it was agreed all requests for information will be submitted in writing or by email to the Postmaster. In his absence he will notify the Union of whom he is designating for this task.

54. 01-21-VF148. Formal Step A. Upon request, management will provide TACS data for all carrier craft employees, including FTR, PTF and CCA employees, unless otherwise specified by the Union.

55. 01-21-VF128. Formal Step A. After instructing the Grievant to leave for the street while still performing office duties, that using the restroom counts towards her ten minute break and threatening a disciplinary discussion if calling back due to denied overtime, Supervisor A. Rowe is instructed to treat the Grievant with dignity and respect, and the grievance stipulates that restroom breaks do not count towards negotiated office/street breaks, and re-iterates the proper call-back procedure.

56. 01-21-VF120. Formal Step A. Supervisor A. Rowe will Cease instructing the Grievant to "get out by 9:30" or any other pre-determined time; leaving time is based on the day's workload.

57. 01-21-VF124. Formal Step A. Management will comply with Section 22 of the M-41, and Section 122 of the M-39 and cease instructing carriers they are required to be on street time at or by a specific time.

Gaithersburg Main

1. 77-22-SK04. Informal Step A. The Fourteen (14) Day Letter of Suspension for alleged "Insubordination and Physical Altercation" is rescinded and expunged from all Postal records and files.

2. 77-22-SK171. Formal Step A. The Emergency Placement (Art. 16.7) for an alleged "threat" (see above) is immediately rescinded and expunged from all Postal records and files. Furthermore, the Grievant will be made whole for all unpaid work days during the period of suspension.

3. 77-21-SK132. Formal Step A. The Seven Day (7) Day Letter of Suspension for alleged "delay of parcel/insubordination" is immediately rescinded and may not be cited in any subsequent disciplinary action.

4. 77-22-SK02. Informal Step A. Management violated Article 8.5.C.2.b of the National Agreement during Quarter 4 of 2021 (Overtime Equitability). As a result, two (2) ODL carriers will be paid a total of \$1420.65.

5. 77-21-SK143. **Step B Decision.** The Fourteen (14) Day Notice of Suspension for a Lost Arrow Key is Reduced to a Letter of Warning with a retention period of six (6) months.

6. 77-21-SK179. Informal Step A. During PP 26-2, management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833. Therefore, the carriers will be paid an additional 75% for all hours over 11.50 hours in one day (total = \$49.27).

7. 77-21-SK165. Informal Step A. Management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 when 3 CCA's worked 12.48, 12.51 and 12.17 hours respectively. Therefore, the carriers will be paid an additional 75% for all hours over 11.50 hours in one day (total = \$46.55).

8. 77-21-SK126. Informal Step A. During PP 20-2, management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 six times. Therefore, the carrier will be paid an additional 75% at his regular overtime rate for all hours over 11.50 hours in one day for all days worked in excess during the pay period (total = \$73.14).

9. 77-21-SK124. Informal Step A. During PP 20-1, management

violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 four times. Therefore, the carrier will be paid an additional 75% at his regular overtime rate for all hours over 11.50 hours in one day for all days worked in excess during the pay period (total = \$150.32).

10. 77-21-SK96. Formal Step A. During PP 17-2, management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 six times. Therefore, the carrier will be paid an additional 75% his hourly overtime rate for all hours over 11.50 hours in one day for all days worked in excess during the pay period (total = \$194.61).

11. 77-21-SK118. Formal Step A. During PP 19-1, management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 three times. Therefore, the carrier will be paid an additional 75% his hourly overtime rate for all hours over 11.50 hours in one day for all days worked in excess during the pay period (total = \$62.25).

12. 77-21-SK121. Formal Step A. During PP 19-2, management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 three times. Therefore, the carrier will be paid an additional 75% his hourly overtime rate for all hours over 11.50 hours in one day for all days worked in excess during the pay period (total = \$33.73).

13. 77-21-SK105. Formal Step A. During PP 18-2, management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 five times. Therefore, the carrier will be paid an additional 75% his hourly overtime rate for all hours over 11.50 hours in one day for all days worked in excess during the pay period (total = \$208.86).

14. 77-21-SK95. Formal Step A. During PP 17-2, management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 six times. Therefore, the carrier will be paid an additional 75% his hourly overtime rate for all hours over 11.50 hours in one day for all days worked in excess during the pay period (total = \$214.86).

15. 77-21-SK95. Informal Step A. During PP 17-1, management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 four times. Therefore, the carrier will be paid an additional 75% his hourly overtime rate for all hours over 11.50 hours in one day for all days worked in excess during the pay period (total = \$109.31).

16. 77-21-SK80. Informal Step A. During PP 16-1, management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 six times. Therefore, the carrier will be paid an additional 75% his hourly overtime rate for all hours over 11.50 hours in one day for all days worked in excess during the pay period (total = \$255.25).

17. 77-21-SK75. Informal Step A. During PP 15-2, management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 three times. Therefore, the carrier will be paid an additional 50% his hourly overtime rate for all hours over 11.50 hours in one day for all days worked in excess during the pay period (total = \$27.09).

18. 77-21-SK74. Formal Step A. During PP 15-1, management violated the maximum allowable hours (11.50) in a day for a CCA as defined in ELM 432.32 and Item 21 of M-01833 five times. Therefore, the carriers will be paid an additional 50% their hourly overtime rate for all hours over 11.50 hours in one day for all days worked in excess during the pay period (total = \$276.31).

19. 77-21-SK160. Informal Step A. Management violated Article 41.3.K when they allowed 5 carriers to work off the clock: as a result, 3 ODL carriers will be paid lumps sums for those hours worked (\$62.04, \$49.89 and \$49.89 = \$161.82)

20. 77-21-SK170. Formal Step A. Management failed to comply with Settlement 77-21-SK91 which stated route 77016 would be posted within 21 days, waiting another 6 weeks before doing so: to resolve

the issue, the successful bidder of route 77016 will be paid a lump sum of \$250.00 for non-compliance.

21. 77-21-SK159. Informal Step A. Management will Cease and Desist in ordering carriers to use codes 733 and 737 when delivering parcels. Furthermore, any route data containing confirmed use of 731, 733 or 737 during any time in the Gaithersburg MD installation will not be used in any route evaluation and adjustment process, or carrier performance.

22. 77-21-SK148. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (12.78 hours). Total = \$8.29.

23. 77-21-SK140. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL when the carrier worked over 12 on 3 days during PP 22-1 Management hereby agrees to pay an additional 50% for all hours worked over 12. Total = \$35.89.

24. 77-21-SK136. Formal Step A. Management violated the maximum allowable hours (12) in a day for an ODL when the carrier worked over 12 on 6 days during PP 21-2 Management hereby agrees to pay an additional 50% for all hours worked over 12. Total = \$34.46.

25. 77-21-SK147. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL during PP 23-1. Management hereby agrees to pay an additional 50% for all hours worked over 60 (69.46 hours). Total = \$113.00.

26. 77-21-SK117. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL during PP 19-1. Management hereby agrees to pay an additional 50% for all hours worked over 60 (62.57 hours). Total = \$30.93.

27. 77-21-SK141. Formal Step A. Management violated the maximum allowable hours (60) in a week for an ODL during PP 22-1. Management hereby agrees to pay an additional 50% for all hours worked over 60 (65.84 hours). Total = \$59.71.

28. 77-21-SK144. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL during PP 22-2.. Management hereby agrees to pay an additional 50% for all hours worked over 60 (67.95 hours). Total = \$95.00.

29. 77-21-SK135. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL during PP 21-2.. Management hereby agrees to pay an additional 50% for all hours worked over 60 (75.37 hours). Total = \$157.16.

30. 77-21-SK111. Formal Step A. Management failed to comply with Grievance # 77-21-SK102, which provided that Shop Steward Steve Klein would receive a written and signed letter of apology from supervisor D. Nicolas; this grievance "assures" that that apology will be delivered within two days of this settlement.

31. 77-21-SK146. Formal Step A. Management failed to comply with Formal A settlement 77-21-SK111 which assured that Shop Steward Steve Klein would receive a written apology from management representative D. Nicolas: as a result, Mr. Klein will receive a \$50.00 lump sum payment.

32. 77-21-SK112. Informal Step A. Management will honor the Gaithersburg Information Request: failure to do so will result in Local Union Branch 3825 being paid a lump sum of \$750.00 for each future violation.

33. 77-21-SK161. Informal Step A. Management will honor the Gaithersburg Information Request: failure to do so will result in Local Union Branch 3825 being paid a lump sum of \$750.00 for each future violation.

34. 77-21-SK153. Informal Step A. Management will comply with Article 8.5.C.2.c and post the equitability hours on a weekly basis.

35. 77-21-SK115. Informal Step A. Management violated Article 41.3.K when they allowed 3 carriers to case mail off the clock for ½ hour before clocking on: as a result, 3 ODLs will be paid lumps sums of \$49.89 each. (Total = \$149.67)

36. 77-21-SK131. Informal Step A. Management violated Article 41.3.K when they allowed 2 carriers to case mail and load vehicles off the clock for ½ hour before clocking on: as a result, 2 ODLs will be paid lumps sums of \$49.89 each. (Total = \$99.78)

37. 77-21-SK91. Formal Step A. Management violated Article 41.1.A.2 when they failed to post route 77016 after the carrier assigned to the position had been in a 204B position for more than four months: as a result, route 77016 will be posted within 21 days of the signing date of this agreement.

38. 77-22-SK15. Informal Step A. Management violated Article 41.1.A.2 when they failed to post route T-6 Swing CT4 after the carrier assigned to the position had been in a 204B position for more than four months: as a result, route T-6 Swing CT4 will be posted within 21 days of the signing date of this agreement.

39. 77-21-SK156. Informal Step A. Management will comply with LMOU Item 4:b and post a notice stating the beginning and ending dates of the choice vacation period no later than November 15.

40. 77-21-SK1567 Informal Step A. Management will comply with LMOU Item 11.A and post a notice stating the beginning date of the leave year no later than November 1.

41. 77-21-SK151. Informal Step A. Management violated Article 8 (W/A Overtime) when they assigned a W/A carrier's OT to an ODL. As a result, the W/A carrier will be paid a lump sum of \$49.89.

42. 77-21-SK90. Formal Step A. Management violated Article 19 when they filled out the employee portion of OWCP Form CA-1 (Boxes 1-15). As a result, management will Cease and Desist filling out the carrier portion of Form CA-1.

43. 77-21-SK86. Formal Step A. Management violated Article 19 and Handbook EL505 Section 13-4 when the charged a carrier Sick Leave for the remainder of his tour after he suffered an On the Job Injury. As a result, management will restore 2.52 hours of Sick Leave to his balance.

44. 77-21-SK81. Informal Step A. Management continues to violate M-01915, and continues to force the CCA carrier named in this grievance to work in Baltimore: as a result, the CCA will be paid a lump sum of \$960.00.

45. 77-21-SK57. Formal Step A. Management will comply with the requirements of ELM 930: this section of the ELM regards the responsibilities of management to provide uniforms.

46. 77-21-SK58. Formal Step A. Management agrees to immediately Cease and Desist requiring carriers to scan MSP points. This will bring management into compliance with MOU Re: Managed Service Point Scans (page 254 of the 2019-2023 National Agreement).

47. 77-21-SK55. Formal Step A. Management failed to pay the CCA who suffered an on the job injury COP – the CCA will be paid COP for the entire period that was not paid (\$2,280.00).

48. 77-21-SK152. Informal Step A. Management will abide by Grievance #77-21-SK60 regarding complying with the Article 15 and J-CAM requirement to attempt to settle grievances at the lowest level.

49. 77-21-SK154. Informal Step A. Management will update all 20877 route PS Forms 1564-A with accurate information by 12-1-2021, and keep them updated as required.

50. 77-21-SK129. Formal Step A. Management violated Article 8.8B when they sent a CCA carrier home despite scheduling him to work. As a result, the CCA will be paid his guarantee of 4 hours of pay at his regular rate of pay.

51. 77-21-SK138. Formal Step A. Management violated Article 8.8B when they sent a CCA carrier home despite scheduling before she had worked 4 hours. As a result, the CCA will be paid a lump sum of \$9.44 to complete her guarantee.

52. 77-21-SK128. Formal Step A. Management placed the grievant on a "verbal EP" following a discussion with his supervisor – no written notification advising him, of the reason was forthcoming. As a result, the grievant will be paid for the balance of the day he

was sent home (6.73 hours) and the following day (8 hours).

53. 77-21-SK101. Formal Step A. The CCA carrier was forced to work in Baltimore where he was forced to work 16.03 hours in one day, and the manager there deleted .60 hours from his TACS entry. As a result, the CCA will be paid the .60 hours POT he is owed and an additional payment of 8 hours at his overtime rate.

54. 77-21-SK107. Formal Step A. Management failed to meet at Informal A: as a result, management agrees to meet with the steward upon being informed of a grievance within 3 days or by the grievance deadline, whichever comes first.

55. 77-21-SK85. **STEP B DECISION.** Management violated Article 14 and 19, M-01915, when they continued to unilaterally send a CCA to Baltimore intermittently from August 3, 2021 through September 24, 2021: Management is instructed to comply with M-01915 and awarded a lump sum of \$2,000.00 to Resolve this grievance and 77-21-SK122, 77-21-SK125, 77-21-SK97, 77-21-SK106 and 77-21-SK127.

56. 77-21-SK88. **STEP B DECISION.** Management violated Article 14 and 19, M-01915, when they continued to unilaterally send a CCA to Baltimore intermittently from August 7, 2021 through August13, 2021: Management is instructed to comply with M-01915 and awarded a lump sum of \$500.00 to Resolve this grievance.

Germantown

1. 74-21-SS21. Informal Step A. The Letter of Warning for "failure to scan SPM" is Reduced to an Official Discussion.

2. 74-21-SS22. Informal Step A. The Letter of Warning for "failure to scan SPM" is Reduced to an Official Discussion.

3. 74-21-SS20. Informal Step A. The Letter of Warning for "failure to scan Parcel" is Reduced to an Official Discussion.

4. 74-21-SS23. Informal Step A. The Letter of Warning for "failure to scan SPM" is Reduced to an Official Discussion.

5. 74-21-SS2. Formal Step A. The Fourteen (14) Day Suspension for a vehicle backing accident is hereby Reduced to a Letter of Warning with a retention period of one (1) year and then will be Removed from the Grievant's OPF .

6. 74-21-SS14. Formal Step A. The Fourteen (14) Day Suspension for a vehicle backing accident is hereby Reduced to a Letter of Warning with a retention period of one (1) year and then will be Removed from the Grievant's OPF .

7. 74-21-SS3. Formal Step A. The Fourteen (14) Day Suspension for a vehicle accident is hereby Reduced to a Letter of Warning with a retention period of one (1) year and then will be Removed from the Grievant's OPF .

8. 74-21-SS19. Informal Step A. The Letter of Warning for alleged "Unauthorized Overtime" is hereby Reduced to a retention period of 3 months and then will be Removed from the Grievant's OPF.

9. 74-21-SS24. Informal Step A. The Fourteen (14) Day Suspension for alleged "Unauthorized Overtime" is hereby Rescinded and Removed from the Grievant's OPF immediately.

Montgomery Village

1. 79-22-DS02. Formal Step A. Management Violated Article 8.5.G of the National Agreement when a Non-ODL carrier was forced to work off his assignment for 1.14 hours while the ODL carriers were not fully maximized As a result, the Non-ODL is paid a lump sum of \$105.52 hours equivalent to an additional 275% his regular rate of pay, and an ODL carrier will be paid 1.14 hours of Penalty Overtime.

2. 79-21-SK63. Formal Step A. The Letter of Warning for failing

to fill out Form 3971 for Sick Leave while becoming ill at work is reduced to an Official Discussion and removed from all USPS files and records.

3. 79-21-DS31. Informal Step A. The Grievant will be reimbursed for travel expenses from Montgomery Village to the Dundalk Post Office for 10 days (\$601.78).

4. 79-21-DS29. Informal Step A. The Grievant will be reimbursed for travel expenses from Montgomery Village to the Dundalk Post Office for 10 days (\$601.78).

5. 79-21-DS44. Formal Step A. Management will comply with LMOU Item 4.K regarding the posting of the leave calendar by February 1.

6. 79-21-DS48. Formal Step A. Management improperly coded the Grievant's EFEL leave causing her to use her own leave. Therefore, management will re-instate 80 hours of Sick Leave to the Grievant within 28 days. (Value \$2,400.00)

7. 79-21-DS50. Informal Step A. Management will recommit to keeping a clean office as agreed to in Grievance #79-21-DS14, and will comply with its' responsibilities under Article 14.

8. 79-21-DS49. Formal Step A. Management will comply with Article 41.1.A.2 and post Route 79058 as the carrier assigned to the route has been in a 204B position for 4 consecutive months.

9. 79-21-DS32. Formal Step A. Management will comply with Article 41.1.A.2 and post Route 86010 as the carrier assigned to the route has been in a 204B position for 4 consecutive months.

10. 79-21-DS120. Management failed to comply with Grievance settlement 79-21-DS32 which assured Route 86010 would be posted within 21 days. As a result, the successful bidder will be paid a lump sum of \$250.00.

11. 79-22-DS34. Formal Step A. Management Violated Article 8.5.G of the National Agreement when a Non-ODL carrier was forced to work off his assignment for 1.44 hours while the ODL carriers were not fully maximized As a result, the Non-ODL is paid a lump sum of \$81.10, and two ODL carriers will be paid 1.44 hours at the appropriate overtime rate (\$75.32).

12. 79-22-DS33. Formal Step A. Management Violated Article 8.5.G of the National Agreement when a Non-ODL carrier was forced to work off his assignment for 1.44 hours while the ODL carriers were not fully maximized As a result, the Non-ODL is paid a lump sum of \$81.10, and two ODL carriers will be paid 1.44 hours at the appropriate overtime rate (\$75.32).

13. 79-21-SK69. Informal Step A. Management Violated Article 8.5.G of the National Agreement when a Non-ODL carrier was forced to work off her assignment for 3.17 hours while the ODL carriers were not fully maximized As a result, the Non-ODL is paid a lump sum of \$154.05, and one ODL carrier will be paid 3.17 hours at the appropriate overtime rate (\$102.49).

14. 79-21-DS30. Informal Step A. Management violated Article 8.5.C.2.c (Overtime Equitability) for Quarter 2 of 2021. As a result, two ODL carriers will be paid a total of \$163.75.

15. 79-21-SK76. Informal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (65.42 = \$70.73).

16. 79-21-SK77. Informal Step A. Management violated the maximum allowable hours (12) in a day for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 12 (12.35 and 12.55 = \$11.75).

17. 79-21-SK73. Informal Step A. Management violated Article 8.8 (8 hour guarantee) when they failed to pay a carrier scheduled to work their holiday a full 8 hours. As a result, the carrier will be paid \$27.39 (.83 hours) to correct the violation.

18. 79-21-SK70. Formal Step A. Management violated Article 11.6.B of the National Agreement when they forced a carrier to work his holiday without utilizing the PTF and CCA carriers to the fullest extent possible. As a result, the carrier is paid an additional 50%

his regular rate of pay for all hours worked on the holiday (July 3).

Pike Annex

1. 52-21-TA32. Informal Step A. The Letter of Warning for a Failure to Scan SPM is Rescinded and Reduced to an Official Discussion.

2. 52-21-TA38. Informal Step A. The Letter of Warning for a Failure to Scan SPM is Rescinded and Reduced to an Official Discussion.

3. 52-21-MP02. **Pre-Arbitration.** The Grievant was charged 40 hours of LWOP for a COVID related absence in the time period between the expiration of the FFRCA and the EFEL. The settlement allows him to request it be changed to a combination of Sick Leave and Annual Leave.

4. 52-21-TA23. Formal Step A. Management will comply with M-39 Section 141.2, and Cease and Desist failing to notify Carriers of one day counts 24 hours in advance.

5. 52-21-TA22. Formal Step A. Management will comply with M-39 Section 141.2, and Cease and Desist failing to notify Carriers of one day counts 24 hours in advance.

6. 52-21-TA20. Formal Step A. The Grievant will be paid 16 hours of EFEL leave (Code042-08) for her absence due to COVID: management initially refused to pay her.

7. 52-21-TA09. Informal Step A. Management violated Article 41.2.B.5 when they forced a CCA on a hold-down to work in Baltimore. As a result, the CCA will be paid a lump sum of \$190.10.

8. 52-21-TA33. Informal Step A. Management will comply with J-CAM 16.5 which states: the Grievant will be paid until "after the Step B decision is rendered, or 14 days after the appeal is received at Step B, whichever comes first", and a pay adjustment was submitted to pay the Grievant a total of 144 hours.

9. 52-21-TA15. Formal Step A. The Grievant's driving privileges were suspended with a written notice advising him the suspension was due to a "hit and run". This grievance was settled with the acknowledgement that the information actually appeared to show a postal vehicle hitting a curbside mailbox and driving away.

10. 52-21-TA14. **Step B Decision.** The Letter of Warning for alleged "Express Mail Failure" is Rescinded and Expunged from all records and files.

11. 52-21-SL01. Formal Step A. Management will comply with Article 41.3.G and provide a copy of Form 3996 to the Grievant upon request (either verbal or written).

12. 52-21-SL02. Formal Step A. Management will not call the Grievant on his cell phone. The National Service Talk of 9-4-2015 states: management "should only contact letter carriers while on street duty using the mobile delivery device for limited business or an emergency".

13. **Pre-Arbitration:** The Grievant will be made whole for all lost wages and benefits incurred during the period 1-25-2020 through 5-14-2021 including 1 hour overtime at his regular overtime rate for each regular work day during this back pay period. Furthermore, he will be paid a lump sum of \$400.00 as compensation for time and mileage for attendance and out of pocket expenses related to all FFDE issues. This settles the following grievances:

- a. 52-21-MP07
- b. 52-21-MP01
- c. 52-20-MP49
- d. 52-20-TA59
- e. 52-20-TA60
- f. 52-20-MP14
- g. 52-20-TA03
- h. 52-19-SS84
- i. 52-19-SS79
- j. 52-19-SS77

14. 52-20-TA36. **Pre-Arbitration.** Management improperly filled out and submitted Form 8039 for the Grievant's back pay regarding overtime: the issue is resolved with a payment of \$2,275.00 to the Grievant.
15. 52-21-MP05. **Step B Decision.** Management violated Article 19, ELM 864.3 and EL-860-2000-7 when they improperly scheduled the Grievant for a Fitness for Duty Exam. Management will abide by the provisions in the sections noted above, including proper concurrence and citing the specific reason for the FDD.
16. 52-21-MP04. **Step B Decision.** The decision above for 52-21-MP05 will be applied to this grievance as well.
17. 52-21-TA50. Formal Step A. The Seven (7) Day Notice of Suspension for alleged "Failure to Maintain Regular Attendance" is Rescinded and Expunged from the Grievant's OPF.
18. 52-21-TA34. Informal Step A. Management does not pick which Union Steward will participate in PDI's at Pike Station, the Union does.
19. 52-21-TA12. Informal Step A. Pike Station management will acknowledge the NALC as the sole bargaining representative for all letter carriers in the unit and recognize shop stewards certified by NALC Local Branch President Ken Lerch.
20. 52-21-ML01. Formal Step A. Henceforth, management will not tell the grievant to "sit down and shut up".
21. 52-21-ML02. Formal Step A. The Grievant is hereby paid the 6.84 hours of Sick Leave management had attempted to deny.
22. 52-21-TA29. Formal Step A. The Letter of Warning for alleged "Failure to Maintain Regular Attendance" if Rescinded and Removed from the Grievant's OPF immediately.
23. 52-21-TA25. Formal Step A. Management will treat the Grievant with Dignity and Respect.
24. 52-19-SS9. **Pre-Arbitration.** Management violated Article 8.5.C.2.b of the National Agreement during Quarter 1 of 2019 (Overtime Equitability). As a result, 3 ODL carriers will be paid 17 hours, 20 hours and 20 hours respectively at their regular overtime rate.
25. 52-21-TA31. Informal Step A. NALC Branch 3825 selected C. Walker and N. Robinson for the Pike Station OJI training position, and they will be sent to traing to be certified as OJI instructors.
26. 52-21-TA21. Informal Step A. Management violated Article 41.2.B.3, 4&5 when the moved the Grievant off his hold down. The Grievant will be paid a lump sum of \$159.04 to resolve the issue.
27. 52-21-TA30. Informal Step A. Management violated Article 41.1.C.4 when they moved a carrier off their bid position: as a result, the carrier will be paid an additional 50% at her overtime rate for eight hours.
28. 52-20-MP22. **Pre-Arbitration.** Management violated M-01915 and M-01924 when they arbitrarily changed carriers starting times during the COVID-19 pandemic without consulting with the Union and failing to consider the safety considerations outlined in the MOUs listed. As a result, all carriers affected will each be paid a lump sum of \$200.00 (total \$12,200.00).
29. The following grievances were withdrawn in good faith per the meeting of December 9, 2021 where management stated they agreed with the Branch 3825 position regarding the Rockville Union Time Policy and Rockville Information Request Policy: 52-21-TA45, 52-21-TA48, 52-21-21-TA46, 52-21-TA47, 52-21-TA43, 52-21-TA44, 52-21-TA42, 52-21-TA41 and 52-21-TA40.

Potomac

1. 54-18-RW115. **PRE-ARBITRATION. ESCALATING REMEDY.** NALC Local Branch 3825 will be paid a lump sum of \$6,000.00 for

- violations of the Rockville Information Request Policy and Union Time Policy (This grievance was one of six in this Settlement 54-18-RW115, 54-18-RW51, 50-21-SL02, 54-18-VW28, 54-17-RW59 and 50-20-SL190).
2. 54-18-RW51. **PRE-ARBITRATION. ESCALATING REMEDY.** NALC Local Branch 3825 will be paid a lump sum of \$6,000.00 for violations of the Rockville Information Request Policy and Union Time Policy (This grievance was one of six in this Settlement 54-18-RW115, 54-18-RW51, 50-21-SL02, 54-18-VW28, 54-17-RW59 and 50-20-SL190).
3. 54-18-VW28. **PRE-ARBITRATION. ESCALATING REMEDY.** NALC Local Branch 3825 will be paid a lump sum of \$6,000.00 for violations of the Rockville Information Request Policy and Union Time Policy (This grievance was one of six in this Settlement 54-18-RW115, 54-18-RW51, 50-21-SL02, 54-18-VW28, 54-17-RW59 and 50-20-SL190).
4. 54-17-RW59. **PRE-ARBITRATION. ESCALATING REMEDY.** NALC Local Branch 3825 will be paid a lump sum of \$6,000.00 for violations of the Rockville Information Request Policy and Union Time Policy (This grievance was one of six in this Settlement 54-18-RW115, 54-18-RW51, 50-21-SL02, 54-18-VW28, 54-17-RW59 and 50-20-SL190).
5. 54-18-RW31. **PRE-ARBITRATION. ESCALATING REMEDY.** A lump sum of \$4,500.00 for violations of the Rockville Information Request Policy and Union Time Policy (This grievance was one of nine in this Settlement 54-18-RW31, 54-18-RW32, 54-17-RW83, 54-17-RW85, 53-18-RW20, 54-18-RW98, 54-18-RW80, 54-18-RW97 and 54-18-VW29).
6. 54-18-RW72. Withdrawn due to a prejudiced Arbitrator.
7. 54-21-KA17. Informal Step A. The 7 Day Suspension for alleged "Failure to Adhere to Attendance Regulations" is Rescinded and Removed from the Grievant's OPF immediately.
8. 54-21-KA15. Informal Step A. The 14 Day Suspension for alleged "Continued Failure to Adhere to Attendance Regulations" is Rescinded and Removed from the Grievant's OPF immediately.
9. 54-21-KA05. Informal Step A. The Letter of Warning for an alleged Failed Express Mail is Rescinded and Removed from the Grievant's OPF immediately.
10. 54-21-KA13. Informal Step A. The Letter of Warning for an alleged Unsatisfactory Attendance is Rescinded and Removed from the Grievant's OPF immediately.
11. 54-21-KA18. Informal Step A. The Letter of Warning for a failed SPM scan is Rescinded and Reduced to an Official Discussion, and will be Removed from the Grievant's OPF immediately.
12. 54-21-KA19. Informal Step A. The Letter of Warning for a Unsatisfactory Attendance is Rescinded and Reduced to an Official Discussion, and will be Removed from the Grievant's OPF immediately.
13. 54-21-KA03. Informal Step A. The Letter of Warning for alleged Unsatisfactory Attendance is Rescinded and will be Removed from the Grievant's OPF immediately.
14. 54-21-RW41. Informal Step A. The Letter of Warning for alleged Unsatisfactory Attendance is Rescinded and will be Removed from the Grievant's OPF immediately.
15. 54-21-KA14. Informal Step A. The Letter of Warning for a Unsatisfactory Attendance is Rescinded and Reduced to an Official Discussion, and will be Removed from the Grievant's OPF immediately.
16. 54-21-KA20. Informal Step A. The Letter of Warning for a Unsatisfactory Attendance is Reduced to a Retention period of 3 months time at which time it will be Removed from the Grievant's OPF.
17. 54-21-KA21. Informal Step A. The Letter of Warning for a failed SPM scan is Rescinded and Reduced to an Official Discussion, and will be Removed from the Grievant's OPF immediately.
18. 50-21-RW11. **PRE-ARBITRATION. ESCALATING REMEDY.**

Management violated Article 8.5/Letter Carrier Paragraph of the National Agreement. The Non-ODLs are hereby paid additional lump sums of \$40.00, \$60.00, \$60.00, \$60.00, \$60.00, \$60.00 and \$60.00 for the mandatory Overtime worked. At Step B, the Non-ODLs were awarded an additional 50% their regular rate of pay for 8 hours, and the additional remedy of %250 was impassed. The grievance had been previously partially settled at the Formal A Step, where 2 ODL's were paid at their applicable overtime or penalty pay rate for 8 hours (\$368.62).

Rockville Main Office

1. 50-21-SL370. Informal Step A. The Letter of Warning for "Failure to Scan SPM" is Reduced to an Official Discussion and removed immediately from the Grievant's OPF.
2. 50-21-SL352. Informal Step A. The Letter of Warning for "Failure to Scan SPM" is Reduced to an Official Discussion and removed immediately from the Grievant's OPF.
3. 50-21-SL351. Informal Step A. The Letter of Warning for "Failure to Scan SPM" is Reduced to an Official Discussion and removed immediately from the Grievant's OPF.
4. 50-21-SL367. Informal Step A. The Letter of Warning for "Failure to Scan SPM" is Reduced to an Official Discussion and removed immediately from the Grievant's OPF.
5. 50-21-SL366. Informal Step A. The Letter of Warning for "Failure to Scan SPM" is Reduced to an Official Discussion and removed immediately from the Grievant's OPF.
6. 50-21-SL320. Formal Step A. The Grievant will be paid 8 hours of Holiday Pay for 9-6-2021 (Labor Day). Management attempted to claim the Grievant was not in a pay status prior to a Holiday despite the fact the Grievant was on Annual Leave.
7. 50-21-SL318. Informal Step A. The Letter of Warning for "Failure to Maintain Regular Attendance" is Reduced to an Official Discussion and removed immediately from the Grievant's OPF.
8. 50-21-SL140. Formal Step A. The AWOL charge is hereby removed and changed to LWOP.
9. 50-21-SL46. **Step B Decision.** The Step B Team from Beverly MA denied the request for Administrative Leave for a COVID-19 positive illness absence. The absence occurred between the expiration of the benefits of the FFRCA and the beginning of the EFEL. This Step B Team failed to believe USPS has an obligation to provide a safe working environment and is willing to force employees to make the choice between working sick or not getting paid.
10. 50-21-SL231. Informal Step A. The Letter of Warning for "Failure to Maintain Regular Attendance" is Reduced to an Official Discussion and removed immediately from the Grievant's OPF.
11. 50-21-SL361. Informal Step A. The Letter of Warning for Unauthorized Overtime and Bringing Mail Back is Reduced to an Official Discussion and removed immediately from the Grievant's OPF.
12. 50-21-SL350. Informal Step A. The Letter of Warning for Unauthorized Overtime and Bringing Mail Back is Reduced to an Official Discussion and removed immediately from the Grievant's OPF.
13. 50-21-SL201. Informal Step A. The 14 Day Notice of Suspension for a Vehicle Accident (At Fault Roll Away) is Reduced to a 7 Day Notice of Suspension with a Retention period of 1 year. Furthermore, the 7 Day Notice may only be cited in future discipline related to a vehicle accident.
14. 50-21-SL327. Informal Step A. The Letter of Warning for "Failure to Maintain Regular Attendance" is Reduced to an Official Discussion and removed immediately from the Grievant's OPF.
15. 50-21-SL126. Formal Step A. The Emergency Placement is

Rescinded and Removed from the Grievant's OPF and the Grievant is paid 8 hours at his straight time rate for the time off the clock.

16. 50-21-SL320. Informal Step A. The Letter of Warning for "Unauthorized Overtime" is Reduced to an Official Discussion and removed immediately from the Grievant's OPF.
17. 50-21-SL75. Formal Step A. The Letter of Warning for "Express Mail Failure" is Reduced to time served and Removed from the Grievant's OPF immediately.
18. 21-1657-50.80. A 20850 Carrier working in the "Baltimore Division" was issued discipline (LOW) for "Unauthorized Overtime" which was reduced to a "Formal Discussion".
19. 50-21-SL30. Informal Step A. The Letter of Warning for "Unauthorized Overtime" is Reduced to an Official Discussion and removed immediately from the Grievant's OPF. The carrier accepted a N/S day off assignment in Washington DC; management claimed he was instructed not to do so.
20. 50-21-SL310. Formal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (61.17, 60.36, 60.92, 62.55, 62.96, 60.89, 60.53 and 61.74 hours = \$180.00).
21. 50-21-SL294. Formal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (62.19, 61.63, 60.83, 62.55, 61.87, 60.89, 64.70, 64.91 64.41 and 75.25 hours = \$615.00).
22. 50-21-SL198. Formal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (61.78 and 60.89 hours = \$40.00).
23. 50-21-SL199. 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 (68.08 and 61.00 hours = \$136.00).
24. 50-21-SL295. Formal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (60.93, 60.49, 63.03, 60.82, 60.85, 63.67, 61.00, 60.63, 62.56, 73.16, 62.16 and 63.95 hours = \$510.00).
25. 50-21-SL255. 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 (64.69, 63.66, 73.55, 63.84, 62.58, 62.00, 60.94, 60.51, 62.08, 62.17, 62.61 and 61.62 hours = \$603.00).
26. 50-21-SL250. Formal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (61.86, 71.83, 60.92, 62.60, 62.38, 62.06, 64.36 and 61.74 hours = \$416.00).
27. 50-21-SL210. Formal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (62.04, 65.52, 61.48, 61.02 and 62.15 hours = \$183.00).
28. 50-21-SL206. 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 (63.60, 60.53, 69.07, 61.18, 61.01, 60.86, 62.07 62.46, 62.89 and 63.68 hours = \$410.00).
29. 50-21-SL195. Formal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (62.42, 61.95, 63.00, 62.57, 62.07, 62.26, 63.65, 61.68 and 61.19 hours = \$312.00).
30. 50-21-SL34. 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 (63.27

hours = \$49.00).

31. 50-21-SL133. Formal Step A. Management violated the maximum allowable hours (60) in a week for an ODL. Management hereby agrees to pay an additional 50% for all hours worked over 60 (62.54 hours = \$38.00).

32. 50-20-SL275. **PRE-ARBITRATION.** The Notice of Removal will be processed as a Nature of Action (NOA) Code 317 – Resigned Other for purposes of external inquiries related to PS Form 50. The Grievant refused to participate in the Union’s defense of his Notice of Removal for Failure to Be Regular in Attendance: under the circumstances, this is a remarkable settlement.

33. 50-21-SL138. Formal Step A. The Emergency Placement is Removed immediately from the Grievant’s OPF and he is paid 4.91 hours at the overtime rate as a result of management’s actions.

34. 50-21-SS12. Formal Step A. Management violated Article 41.2.B3, 4 and 5 when they removed a CCA from his hold down. The CCA will be paid an additional 8 hours at his regular rate of pay as a remedy.

35. 50-21-SL86. Formal Step A. A 204B falsified carrier clock rings by clocking off a CCA while he was still working. To resolve the issue, the CCA will be paid 2.74 hours at his regular rate of pay.

36. 50-21-SL20. **PRE-ARBITRATION. ESCALATING REMEDY.** Management violated Article 8.5/Letter Carrier Paragraph of the National Agreement. The Non-ODLs are hereby paid additional lump sums of \$60.00, \$60.00, \$60.00, \$500.00 and \$500.00 for the mandatory Overtime worked. At Step B, the Non-ODLs were awarded an additional 50% their regular rate of pay for 19 hours, and the additional remedy of %250 was impassed. The grievance had been previously partially settled at the Formal A Step, where 23 ODL’s were paid at their applicable overtime or penalty pay rate for 19 hours.

37. 50-21-SL26. **PRE-ARBITRATION. ESCALATING REMEDY.** Management violated Article 8.5/Letter Carrier Paragraph of the National Agreement. The Non-ODLs are hereby paid additional lump sums of \$308.00 and \$464.00 for the mandatory Overtime worked. At Step B, the Non-ODLs were awarded an additional 50% their regular rate of pay for 15.32 hours, and the additional remedy of %250 was impassed. The grievance had been previously partially settled at the Formal A Step, where 11 ODL’s were paid at their applicable overtime or penalty pay rate for 15.32 hours.

38. 50-21-SL02. **PRE-ARBITRATION. ESCALATING REMEDY.** NALC Local Branch 3825 will be paid a lump sum of \$6,000.00 for violations of the Rockville Information Request Policy and Union Time Policy (This grievance was one of six in this Settlement 54-18-RW115, 54-18-RW51, 50-21-SL02, 54-18-VW28, 54-17-RW59 and 50-20-SL190).

39. 50-21-SL190. **PRE-ARBITRATION. ESCALATING REMEDY.** NALC Local Branch 3825 will be paid a lump sum of \$6,000.00 for violations of the Rockville Information Request Policy and Union Time Policy, as well as failure to provide a Form 1723 (This grievance regarding Form 1723 was one of six in this Settlement 54-18-RW115, 54-18-RW51, 50-21-SL02, 54-18-VW28, 54-17-RW59 and 50-20-SL190).

40. 50-17-SL118. **PRE-ARBITRATION. ESCALATING REMEDY.** Management failed to pay a grievance settlement in a timely fashion (28 days). The grievant is paid an additional \$150.00, and an additional remedy of \$1,000.00 is to be paid.

41. 50-17-SL103. **PRE-ARBITRATION. ESCALATING REMEDY.** Management failed to pay a grievance settlement in a timely fashion (28 days). The grievant is paid an additional \$150.00, and an additional remedy of \$1,000.00 is to be paid.

42. 50-21-SL55. **PRE-ARBITRATION.** Management violated Article 8.5.C.2.b of the National Agreement during Quarter 1 of 2021 (Overtime Equitability). As a result, three (3) ODL carriers will be paid a total of \$4850.27.

43. 50-21-SL09. **PRE-ARBITRATION. ESCALATING REMEDY.**

Management violated Article 8.5F of the National Agreement. The Non-ODLs are hereby paid additional lump sums of \$20.00, \$32.00, \$40.00, \$56.00, \$88.00, \$128.00 and \$144.00 for the mandatory Overtime worked.

Twinbrook

1. 53-20-RW98. **PRE-ARBITRATION. ESCALATING REMEDY.** Management violated Article 8.5/Letter Carrier Paragraph of the National Agreement. The Non-ODL is hereby paid an additional lump sum of \$32.00 for the mandatory Overtime worked. At Step B, the Non-ODL was awarded an additional 50% his regular rate of pay for 86 units, and the additional remedy of %250 was impassed. The grievance had been previously partially settled at the Formal A Step, where two ODL’s were paid at their applicable overtime or penalty pay rate for 86 units (\$35.33).

2. 53-20-RW97. **PRE-ARBITRATION. ESCALATING REMEDY.** Management violated Article 8.5/Letter Carrier Paragraph of the National Agreement. The Non-ODL is hereby paid an additional lump sum of \$16.00 for the mandatory Overtime worked. At Step B, the Non-ODL was awarded an additional 50% his regular rate of pay for 41 units, and the additional remedy of %250 was impassed. The grievance had been previously partially settled at the Formal A Step, where one ODL was paid at his applicable overtime or penalty pay rate for 41 units (\$14.47).

3. 53-20-RW87. **PRE-ARBITRATION. ESCALATING REMEDY.** Management violated Article 8.5/Letter Carrier Paragraph of the National Agreement. The Non-ODL is hereby paid an additional lump sum of \$20.00 for the mandatory Overtime worked. At Step B, the Non-ODL was awarded an additional 50% his regular rate of pay for 47 units, and the additional remedy of %250 was impassed. The grievance had been previously partially settled at the Formal A Step, where one ODL was paid at his applicable overtime or penalty pay rate for 41 units (\$14.16).

4. 53-20-RW85. **PRE-ARBITRATION. ESCALATING REMEDY.** Management violated Article 8.5/Letter Carrier Paragraph of the National Agreement. The Non-ODL is hereby paid an additional lump sum of \$32.00 for the mandatory Overtime worked. At Step B, the Non-ODL was awarded an additional 50% his regular rate of pay for 84 units, and the additional remedy of %250 was impassed. The grievance had been previously partially settled at the Formal A Step, where one ODL was paid at his applicable overtime or penalty pay rate for 84 units (\$39.40).

5. 53-20-RW83. **PRE-ARBITRATION. ESCALATING REMEDY.** Management violated Article 8.5/Letter Carrier Paragraph of the National Agreement. The Non-ODL is hereby paid an additional lump sum of \$25.00 for the mandatory Overtime worked. At Step B, the Non-ODL was awarded an additional 50% his regular rate of pay for 67 units, and the additional remedy of %250 was impassed. The grievance had been previously partially settled at the Formal A Step, where one ODL was paid at his applicable overtime or penalty pay rate for 67 units (\$31.42).

6. 53-18-VW06. **PRE-ARBITRATION. ESCALATING REMEDY.** Management failed to pay a grievance settlement in a timely fashion (28 days), violating Article 15, Article 19, J-CAM page 15-8 and countless previous grievance settlements The carriers affected (5) will each be paid a lump sum of \$150.00.

Resolution to Dump Postmaster General DeJoy

Whereas, Postmaster General Louis DeJoy, a longtime logistics contractor with the Postal Service, has pursued policies of deliberately delaying the mail, removing large numbers of mail sorting machines and mail collection boxes, reducing retail post office hours, and encouraging attempts to interfere with mail voting during the 2020 elections; and

Whereas, many of DeJoy's policies are included in the 10 year plan he has proposed for the Postal Service, which promises further destruction of the service that the people have come to expect from the Post Office, which has been in operation since it was created in 1775 under the leadership of Benjamin Franklin, before the United States was born; and

Whereas, Attorneys General from 20 states have sent a request to the Postal Regulatory Commission, urging it to reject DeJoy's plans to delay first-class mail, which they warn could delay essential services and make it harder for officials to administer elections; and

Whereas, many postal workers, postal unions, and postal customers fear that DeJoy's destructive policies are a prelude to privatization of postal services. Many have been organizing a movement to "Dump DeJoy" and have him replaced as Postmaster General of the United States;

Therefore, Be It Resolved, that NALC Branch 3825 merged calls for the removal of Louis DeJoy as Postmaster General.

Passed at our Union meeting on January 5, 2022.

Kenneth Lerch
President NALC 3825

Locally, management has been using tools to punish our carriers which are completely improper. First is the utilization of Article 16.7 (Emergency Placement) to put carriers off the clock in situations which are inappropriate.

The reasons for an Emergency Placement are listed in the contract and are quite clear:

Article 16 Section 7 Emergency Procedure

"An employee may be immediately placed on an off-duty status (without pay) by the Employer, but remain on the rolls where the allegation involves (1) **intoxication** (use of drugs or alcohol), (2) **pilferage**, or (3) **failure to observe safety rules and regulations**, or (4) in cases where retaining the employee on duty may **result in damage to U.S. Postal Service property, loss of mail or funds**, or (5) where the **employee may be injurious to self or others**. The employee shall remain on the rolls (non-pay status) until disposition of the case has been had. If it is proposed to suspend such an employee for more than thirty (30) days or discharge the employee, the emergency action taken under this Section may be made the subject of a separate grievance."

Those are the only 5 reasons management may implement an Emergency Placement: management tries to stretch the meaning of some of these, particularly number 3. However, arbitrators have consistently ruled that it is the intentional failure to observe safety regulations, not just making a mistake.

Furthermore, management is required to provide written notice to the carrier of the reasons for EP within 24 hours of the placement, something that is rarely accomplished.

Management has also utilized the Fitness for Duty Exam as a means to putting carriers off the clock. There are a host of rules and regulations which management must comply with, which are listed in the Management Instruction EL-860, prior to scheduling a FFDE, and management rarely does the right thing. If this happens to you, contact your steward immediately.

Management has also resorted to the "Verbal Emergency Placement". We have seen cases of this for a variety of reasons, but the scenario is the supervisor telling the carrier to get off the clock and go home (for whatever reason), and then the supervisor fails on purpose to put anything in writing so they can claim there was no Emergency Placement. Don't fall for this: regular carriers are guaranteed 8 hours a day, 40 hours a week, and both CCA's and PTF's have contractual hours guarantees depending on scheduling, hold-downs, etc.

If you are put off the clock for any reason, please contact your shop steward immediately; we have had great success in the grievance procedure challenging these improper actions.

Mike Shawn
Editor

My Journey at USPS

Karla Carter



My journey at USPS started in November 2019 as Holiday Clerk Assistant in Kensington, MD Station. When I first decided to join USPS I thought about job stability and great benefits. In December 2019 my contract ended as HCA.

Being a holiday helper helped me navigate and understand what really is or was to work with the mail. In September 2020 I started again as Clerk Assistant in Rockville, MD (Main Office) Station and my contract this time lasted a little longer than the first time. My last day as CA was January 1st, 2021. Working with the mail was something that I enjoyed doing.

In June 2021, I started as City Carrier Assistant (CCA) at Rockville Main Office. During my first orientation week I signed up for the NALC to represent me now as permanent worker and I am really happy and proud to be part of this amazing team.

After I completed 60 days as a CCA, I was able to get the hold down of a vacant route and request a union representative when needed.

NALC definitely makes such a big impact for all workers, everyday with endless hours. I do believe in the Union of the workers and now as a Shop Steward Alternate my mission and passion for my job will continue.

Karla Carter
Rockville, Main Office

It Could Happen Here

Steve Klein



Lately, I've been hearing a lot of carriers complaining that management is getting worse by the day within our branch. There is a lot of truth to this observation, but let me share with you, a conversation I had with a steward friend of mine from California, that might make you feel better. He told me that their postmaster is an evil creature. He describes him as a condescending, lying, contract violating idiot, and a coward. He will not let his supervisors settle even the simplest of grievances if they involve money, even though the violation is obvious. He believes that this entity is buddies with some of the branch officers who he thinks he can get better "deals" with at Formal A. I told him to bring his feelings up at a branch meeting.

My friend also told me that the postmaster is so incompetent that when he meets at Formal A, he brings his station managers and some supervisors to the meeting and has them talk on the points brought up by the Union. I asked him how someone with such low intelligence could be put into a postmaster position. His response was, "You tell me, this is the post office!" He added that in one office, a 204-B terminated a carrier. I told him not to give up and that the individual will probably get promoted and maybe the next one will be better.

So, as you can see, as bad as seems here, it is worse in other places. Hopefully, it won't happen here due to our strong leadership.

Steve Klein
Director of Retirees
Branch 3825

The Vision, Strategy & Tactics

Vada Preston
NBA, Region 13



I truly count it a blessing to be part of one of the strongest union organizations in the United States. Having been a part of NALC and serving in some union capacity for 35 plus years I have been extremely fortunate to serve under the leadership of several great NALC Representatives, starting with President Emeritus Vince Sombrotto.

I was personally impacted by my first branch president, Otis Dowtin, who was a true example of strength. Former NBA and Vice President A. P. Tony Martinez, who's shoulders I stand on, made me who I am today. His grace, poise, strength and knowledge provided the perfect combination of leadership qualities.

However, Vince Sombrotto provided the vision and foundation not only for me but his successors. A vision that provided a road map for both Presidents Emeritus William Young and current President Fred Rolando to help guide them through the troubled waters we are now in. Not only did his successors have the awesome responsibility of protecting our benefits but they also had the awesome task to of helping to save the Postal Service.

Vince wrote a series of articles in the Postal Record that address the impending perfect storm. He addressed the coming of age of new technologies that would forever change the way we deliver mail and what was necessary to adapt to that change or meet our doom and fall by the wayside like many who refused to acknowledge the advancement of technology.

E-commerce, automation, and new electronic communication has had such a dramatic impact on the way we deliver mail and staffing. Vince prepared us for those dramatic changes if we would but heed his wisdom. Vince suggested incorporating new types of delivery, postal banking and expanding our services because he saw with those coming advancements threats to the postal service in general and the carrier craft specifically.

Any carrier who delivered prior to 1996 can tell you

delivering mail pre-DPS is nothing like delivering mail today. We went from being on the street an average of 5 hours a day to 7 hours plus. Vince predicted all of this. But he did not leave us without a plan. Bill Young negotiated agreements that help to prevent the contracting out of city carrier work and renewed the Letter Carrier Political Fund because he understood there was a fourth element threatening our survival coming from the Halls of Congress.

President Young handed the mantle over to Fred Rolando who has navigated political minefields to strengthen not only the NALC but also the Postal Service financially and politically. He fought without ceasing to avoid giving back not just all but any of the benefits we have negotiated since gaining the right to collective bargaining in 1970.

President Rolando has worked tirelessly protecting our benefits and working with our allies in and out of congress to preserve the very Postal Service itself. Those efforts have led us to the very point we find ourselves fighting to implement Postal Reform which is necessary for the future survival of the Postal Service. Vince did not leave us hopeless. He left us with a vision, a strategy and the tactics to accomplish the task. President Rolando shares each of those principles every month in the Postal Record. I have had the pleasure of serving under all three presidents and had/have great confidence in their ability to lead us.

Understand and make no mistake about it that the vision, strategy and tactics are designed to protect your quality of life. The level and quality of health care, the neighborhood you choose to live in, the choice of schools your children attend, and the places you vacation are all impacted by that vision, strategy and tactics.

In today's complicated times, especially during the pandemic, the importance of those benefits is highlighted even more. I look forward with hope knowing that NALC will meet those challenges of the future head on. As I prepare to run for Region 13 National business Agent, I do so with excitement and enthusiasm because the vision is clear, the strategy defined, and the tactics planned.

Vada Preston

Frederick & Damascus Report



I am going into my 3rd year of retirement in May now and I have been assigned to the Frederick office as a Steward in July, 2021 by my Branch President via a 17.2.d letter.

Since July of 2021, I have started up approximately 50 grievances and have settled around 12. With Chief Steward Chuck Clark, I believe we have made some headway in Frederick.

However, unfortunately, today I had three grievances that could have been easily settled but they all had to be appealed. The issue was Form 1723s. Management is required to provide these documents to the Union immediately, however, not until I found out about this in a previous meeting that a Carrier was put on Higher Level did the Union receive this document; and then only after having to submit a request after waiting approximately none days.

Another issue is the M-41 and Reporting Requirements and Mail Up Time. The Supervisor wants all 3996s on her desk and completed ten minutes after Carriers have clocked to Begin Time: this is obviously improper and grievable. The supervisor has a mail clerk call "Mail Up" when it is obviously "Not Up"; again, this is obviously improper. This is a "Hurry Up" Office with a management staff that will do anything to make these ridiculous DOIS numbers, including falsifying Mail Up Time and getting Carriers to Skip their Lunch, Breaks and yes, compromise their own Safety just so someone like a Postmaster can get a bonus. Carriers need to stop falling for this nonsense.

According to the M-41 handbook, Carriers are to verbally tell their supervisor that they are of the opinion that they need overtime, then the carrier should request a 3996 and write down their reasons in line J immediately after receipt of Mail. This means ALL mail, including SPRs, Parcels, and Accountables - everything they will be delivering that day. This is a problem when the Supervisor will not even let Carriers look at how many trays of DPS they have, and is Grievable.

Again a Hurry up Office... Ben Franklin said that Haste makes Waste.... Ben was the first Postmaster General in this Country.... Chuck Clark and I have been chipping away at this Postmaster in Frederick... I do believe ole Ben would have been appalled at this Postmasters Behavior....

There are so many violations in this Office I barely know where to begin: many of the problems start with the routes

being out of adjustment. Try to carry your route properly in accordance with the M-41 Handbook.

The other Office I represent is Damascus.

Things are okay there for the time being and it has taken about three years and about 150 grievances to get it somewhat under control. Steward Training is coming up in March, if you are interested in becoming a steward, please contact Chuck Clark or myself.

Over the last two years, we have done our Steward meeting via Zoom due to the pandemic, and although we are fortunate to be able to do this, there is only so much training that can be done in a Zoom Meeting. If everyone who is able would just get vaccinated like we did in the 50s and 60s to stop Polio etc. we would be in a much better place now.

If you are a Carrier on the workroom floor with extreme anxiety because of evil Postmasters or Supervisors, contact your shop steward (you can use an email statement) and we will do our best to get equitable and fair results. The squeaky wheel gets the grease, so be the squeaky wheel, go through Steward Training and learn how to fight with the power of the pen and or laptop.

Viktor Fraker
Shop Steward/Trustee
Nalc3825

Letter Carrier Karla Carter, pictured with Branch 3825 President Ken Lerch, receives the NALC Certificate of Appreciation from NALC President Fred Rolando for an over \$1 million dollar Customer Connect Sale



Letter Carrier Pay Schedule

City Carrier Wage Schedule: Effective Feb. 26, 2022 (January 2022 COLA)

The following salary and rate schedule is for all NALC-represented employees.

Career city letter carrier increases

Effective Date	Type of Increase	Amount
Nov. 23, 2019	General wage increase	1.1%
Feb. 29, 2020	January COLA	\$166
Aug. 29, 2020	July COLA	\$188
Nov. 21, 2020	General wage increase	1.1%
Feb. 27, 2021	January COLA	\$416
Aug. 28, 2021*	July COLA	\$1,934
Nov. 20, 2021	General wage increase	1.3%
Feb. 26, 2022*	January COLA	\$1,331
TBA*	July COLA	TBD
Nov. 19, 2022	General wage increase	1.3%
TBA*	January COLA	TBD

City carrier assistant increases

Date	Type of Increase	Amount
Nov. 23, 2019	General wage increase	2.1%
Nov. 21, 2020	General wage increase	2.1%
Nov. 20, 2021	General wage increase	2.3%
Nov. 19, 2022	General wage increase	2.3%

NOTE: Upon conversion to Full-Time, Part-Time Flexible employees in Table Two will be slotted into the Full-Time Step commensurate with their number of weeks as a PTF, and retain their time credit toward the next step.

NOTE: Effective Nov. 19, 2022, Table One and Table Two will be modified to include an additional Step P that is \$444 more than Step O of the basic salary schedule in Tables One and Two.

NOTE: Carrier Technicians receive additional compensation equivalent to 2.1% of the employee's applicable hourly rate for all paid hours.

NOTE: The full COLAs will be added to the salaries of all steps in Table 1 and Step O of Table 2, with proportionate application of the COLA to Steps A-N of Table 2.

* **NOTE:** In accordance with Article 9.3.B, COLAs become effective the second full pay period after the release of the January and July Consumer Price Index for Urban Wage Earners and Clerical Workers.

Table 1: City Carrier Schedule

RSC Q (NALC)

This schedule applies to all carriers with a career appointment date prior to Jan. 12, 2013.

Basic Annual Salaries																MOST PREV. STEP
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
City Carrier (Grade 2)	58,728	63,112	63,213	66,350	66,805	67,263	67,714	68,165	68,623	69,066	69,526	69,983	70,433	70,897	71,347	498
Carrier Technician**	59,961	64,437	64,540	67,743	68,208	68,676	69,136	69,596	70,064	70,516	70,986	71,453	71,912	72,386	72,845	468
Part-Time Flexible Employees - Hourly Basic Rates																
City Carrier (Grade 2)	29.48	31.68	31.73	33.31	33.54	33.77	33.99	34.22	34.45	34.67	34.90	35.13	35.36	35.59	35.82	
Carrier Technician**	30.10	32.35	32.40	34.01	34.24	34.48	34.71	34.94	35.17	35.40	35.64	35.87	36.10	36.34	36.57	
Full-Time/Part-Time Regular Employees - Hourly Basic Rates																
City Carrier (Grade 2)	28.23	30.34	30.39	31.90	32.12	32.34	32.55	32.77	32.99	33.20	33.43	33.65	33.86	34.09	34.30	
Carrier Technician**	28.83	30.98	31.03	32.57	32.79	33.02	33.24	33.46	33.68	33.90	34.13	34.35	34.57	34.80	35.02	
Step Increase Waiting Periods (In Weeks)																
Steps (From-To)	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O		YRS. 12.4
	96	96	44	44	44	44	44	44	44	34	34	26	26	24		

** Carrier Technicians receive an additional 2.1%

Table 2: City Carrier Schedule

RSC Q7 (NALC)

This schedule applies to all carriers with a career appointment date on or after Jan. 12, 2013.

Basic Annual Salaries																	Most Prev. STEP
	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
City Carrier (Grade 2)	43,881	45,841	47,803	49,765	51,728	53,688	55,652	57,614	59,576	61,538	63,501	65,461	67,426	69,386	71,347	1,060	
Carrier Technician**	44,803	46,804	48,807	50,810	52,814	54,815	56,821	58,826	60,837	62,839	64,835	66,836	68,842	70,843	72,845	1,001	
Part-Time Flexible Employees - Hourly Basic Rates																	
City Carrier (Grade 2)	21.19***	22.03	23.01	24.00	24.98	25.97	26.95	27.94	28.92	29.91	30.89	31.88	32.86	33.85	34.83	35.82	
Carrier Technician**	21.63***	22.49	23.50	24.50	25.51	26.51	27.52	28.52	29.53	30.54	31.54	32.55	33.55	34.56	35.56	36.57	
Full-Time/Part-Time Regular Employees - Hourly Basic Rates																	
City Carrier (Grade 2)	21.10	22.04	22.98	23.93	24.87	25.81	26.76	27.70	28.64	29.59	30.53	31.47	32.42	33.36	34.30	35.24	
Carrier Technician**	21.54	22.50	23.46	24.43	25.39	26.35	27.32	28.28	29.24	30.21	31.17	32.13	33.10	34.06	35.02	35.98	
Percent Step O																	
	61.50%	64.25%	67.00%	69.75%	72.50%	75.25%	78.00%	80.75%	83.50%	86.25%	89.00%	91.75%	94.50%	97.25%	100.00%		
Step Increase Waiting Periods (In Weeks)																	
Steps (From-To)	AA-A	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O		YRS.
	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46		22.4

** Carrier Technicians receive an additional 2.1%

***See "Interpretive dispute filed over PTF Step AA" on page 6 of the March 2022 issue of The Postal Record

Table 3: City Carrier Assistant Schedule

Hourly Rates

RSC Q4 (NALC)

This schedule applies to CCA Hires with no previous TE service.

This schedule applies to CCA Hires with previous TE service after Sept. 29, 2007, who were on the rolls as of Jan. 10, 2013.

	BB	AA
City Carrier (Grade 2)	18.92	19.42
Carrier Technician (add 2.1%)	19.32	19.83
Steps (From BB to AA) in weeks	52	

	BB	AA
City Carrier (Grade 2)	20.44	20.94
Carrier Technician (add 2.1%)	20.87	21.38
Steps (From BB to AA) in weeks	52	

NOTE: Effective June 19, 2021, the Step CC pay rate in Table Three was eliminated. All CCAs at step CC as of that date were moved into step BB, receiving a 50 cent per hour raise. Step BB and its pay rate are the new entry step for new CCA hires. The new waiting period from Step BB to Step AA is 52 weeks. CCAs who were in step CC on June 19, 2021, will maintain their time-in-step credit toward step AA and will receive their next step increase to step AA after 52 weeks of service. CCAs that were in step BB as of June 19 will have 12 weeks added to their current time-in-step credit toward step AA. This will ensure all CCAs will reach step AA after 52 weeks of service.

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Our Branch President Ken Lerch meets with US Senator Chris Van Hollen, Congressman David Trone and Secretary of Labor Marty Walsh to Discuss labor issues