

AMERICAN POSTAL WORKERS UNION, AFL-CIO
 Greater Los Angeles Area Local

STEP 2
APPEAL TO ARBITRATION
GRIEVANCE FORM

Cert. #

GRIEVANT- PERSON OR UNION	WORK LOCATION CITY, STATE, ZIP CODE	USPS GRIEVANCE #	
RODRIGUEZ, MARIA	LOSANGELES, CA 90052	Y15C-4Y-D 19270762	
DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) NOTICE OF REMOVAL	CRAFT CLERK	DATE OF STEP 2 RECEIVED: 6/7/2019	APWU GRIEVANCE # CC2-067-5264-19

TO: Labor Relations Appeals

DATE of APPEAL: 6/14/2019

US Postal Service

P.O. Box 25398

Tampa, Florida 33622-5398

Please be advised that pursuant to Article 15, Section 2 Step 2(h) of the Collective Bargaining Agreement, the Union hereby is **Appealing the above-referenced grievance to arbitration. This appeal includes a copy of the Step 2 appeal form : Management designee in said instant matter failed to render an accurate written step 2 decision to the local in violation of the CBA and the Union transmitted to the Employer's representative a written statement setting forth correction or additions deemed necessary by the union. Favorable decision should be rendered to the local. Grievance hereby appealed to the next step of the grievance arbitration procedures. Local's positions argument and request retained. Management failed to released all requested information to the Local .**

Check if
Applicable

The Postal Service refused or failed to render a written Step 2 decision within the prescribed time limits and to provide the union a full statement of the Employer's understanding of (1) all relevant facts, (2) the contractual provisions involved, and (3) the detailed reasons for denial of the grievance.

Local Union (Name (O F)	Address	City	State	Zip
Greater Los Angeles Area Local	P.O Box 2645	Los Angeles	Calif.	90051

Copy- Local File Copy- USPS Step 2 Designee Copy-APWU Coordinator

**SUBMIT UNION'S REGIONAL COPY WITH FILE TO:
 NATIONAL BUSINESS AGENT**

James Scoggins, Clerk NBA

Louis M. Kingsley, Jr. Maintenance NBA

Jerome Pittman, MVS NBA

150 E. Colorado Blvd. #208

Pasadena, CA 91105

Sincerely, 

Vicki Toliver, Executive Vice President.

cc: Dominic Davis President L.A. Local

Authorized Union Rep.

Omar Gonzalez,, COORDINATOR
As Authorized by President Mark Dimondstein

Please Check the Expedited or Regular Arbitration panel box based on type of grievances listed that may be appealed from Step 2 to Arbitration pursuant to Step 2 (h) of the National Agreement.

Expedited Arbitration Panel Issues:

- AWOL
- Letter of Warning
- Suspension of 14 Days or Less
- Letter of Demand of Less Than \$2,000
- Withholding of Step Increases
- Article 25-Higher Level Assignments
- Individual Grievances for: Overtime, Annual Leave, Sick Leave, Leave Without Pay, Court Leave, Restricted Sick Leave, Requests for Medical Certification, Holiday Scheduling, Clerk Craft Seniority Disputes

Regular Arbitration Panel Issues:

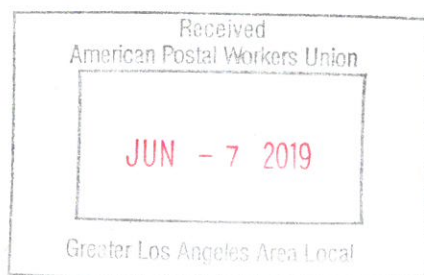
- Suspensions of More Than 14 Days of Discharge
- Indefinite Suspension Crime Situation
- Emergency Procedure
- LMOU Disputes- Grievances where the primary article(s) or dispute(s) being grieved is over the interpretation, application of, or compliance with the Local Memorandum of Understanding
- Safety and Health



June 5, 2019

Cert. #: 70123050000055983648

Freddie Bates
 Step 2 Designee
 APWU
 Los Angeles , CA -



Re: Y15C-4Y-D 19270762
 RODRIGUEZ
 CC2067526419
 LOS
 ANGELES, CA 90052-
 9503

Dear APWU General
 President:

In a Step 2 meeting conducted on May 28, 2019, with your representative Freddie Bates and myself, the above referenced grievance regarding LACCC Tier 1 Phone Agent, Maria Rodriguez was discussed. The issue pertained to a Notice of Removal for Unsatisfactory Attendance. The referenced grievance cites violations of the Collective Bargaining Agreement: Articles 2, 10, 13, 15, 16, 19, 30, 31, 35, JCIM, ELM, Official Leave Policy, LMOU, FMLA, PDL, FEHA and EL-921.

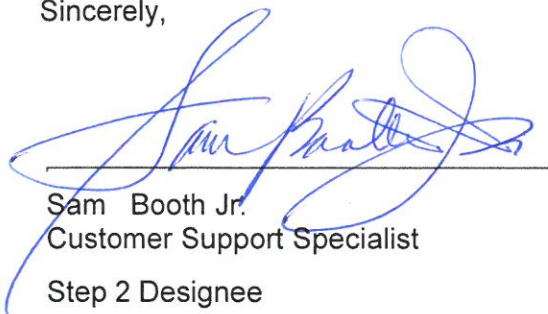
The Union requests that the Notice of Removal issued the Grievant for Unsatisfactory Attendance-Failure to Maintain a Regular Work Schedule dated April 2, 2019 and signed on April 2, 2019 be rescinded and expunged from Grievant's records. Compensate Grievant for loss of wages, annual leave, sick leave and other entitlements under the law. Cease and desist discrimination towards employee.

The evidence of record indicates that there is no violation of the Collective Bargaining Agreement. The grievance file contains no supporting documentation or evidence submitted by the Union to support violations of Articles 2, 10, 13, 15, 16, 19, 30, 31, 35, JCIM, ELM, Official Leave Policy, LMOU, FMLA, PDL, FEHA and EL-921, as noted. The Union has failed in establishing a contractual violation. Investigation reveals Grievant failed to remain regular in attendance. Grievant Rodriguez was issued a Letter of Warning on February 28, 2018. She was issued a 7-Day Suspension on September 24, 2018 and the 14-Day Suspension was issued on November 25, 2018. The USPS Attendance Polices were reviewed and discussed with Grievant as Return to Work Meetings on several occasions prior to issuing the discipline. Grievant incurred 17+ unscheduled absences for a total of 105.07 hours unscheduled leave hours including Late reporting's from February 13 to March 23, 2019.

Article 3 states management has to right to direct employees in the performance of official duties and to maintain the efficiency of the operations entrusted to it. ELM 372 refers to sound supervision and requires that the supervisors evaluate employee performance daily. ELM 511.2 states management has a responsibility to administer the leave program. ELM 511.42 states management has a responsibility to control unscheduled absences and inform employees of the leave regulations. ELM 511.23 states employees have a responsibility to obtain approval of PS 3971 before taking leave. ELM 511.43 states employees are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences. ELM 665.11 refers to loyalty

and states employees are expected to be loyal to the US government and uphold the policies and regulations of the Postal Service. Discipline has been progressive and issued for Just Cause. Based on the foregoing and after a full review of the information, contentions and arguments submitted by your Step 2 representative, I have decided to DENY this grievance. There is no violation of the Collective Bargaining Agreement. Despite several attempts by Management to work in Good Faith and provide Grievant an opportunity to correct her deficiencies she still maintains attendance deficiencies. See attached supporting documents: PS 3972's(Absence Analysis), PS 2608 Step 1 Grievance Summary from Supervisor, eRMS attendance Key Indicators Report, Return to Work Meetings which reviews the USPS's attendance expectations and polices.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sam Booth Jr.", is written over a horizontal line. The signature is stylized and cursive.

Sam Booth Jr.
Customer Support Specialist

Step 2 Designee
LA Customer Care Center
CC:SM,OM,CCS,File



Grievance Summary — Step 1

Instructions: Complete items 1–12 and 18 if the grievance is settled. Complete items 1–18 if the grievance is denied. Use additional paper if necessary. Forward the original copy of this form to your Step 2 Management Official or your District Labor Relations Office.

1. Grievant's Name (Last, First, MI) MARIA, RODRIGUEZ		2. Facility LA CCC	
3. Grievant's Craft, Title, and Seniority Date CLERK CALL AGENT TIER 1 1/21/2017		4. Grievant's Employee Identification Number (EIN) 4 4 4 5 2 6 4	
5a. Date of Incident 04/02/2019	5b. Date of Step 1 Meeting 04/09/2019	6. Was Grievance Timely at Step 1? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
7. Date of Step 1 Answer		8. Union Official's Name CHUNDA, RAMSAY	
9. Issue (Complaint or alleged violation.) Letter of removal issued 4/02/2019 Charge: Unsatisfactory Attendance			

10. Remedy Requested (Specify requirements to resolve grievance.)
Allow grievant to correct attendance record and Last chance agreement

11. Decision (Check one) Settled Denied Withdrawn

12. Reason(s) for Decision (This applies to Settled and Denied decisions.)
The grievant has accrued multiple unscheduled absences and has failed to adhere to the United state postal service attendance policies. In addition the grievant is in violation of ELM 511.4, 511.43 and 665.41

13. Grievance Data

a. Level	b. Step	c. Tour	d. Section	e. Pay Location	f. Off Days Sat/Fri	g. Work Schedule
06				212		6-1

14. Check One

FTR PTR PTF PSE MHA

15. Background (State all relevant information and attach all supporting documents.)
Grievant failed to remain regular in attendance. Progressive action commenced for unsatisfactory attendance on 2/28/2018 when grievant was issued a LOW , a 7 day issued on 9/24/2018 and 14 day suspension issued on 11/25/2018. Despite receiving disciplinary action for failing to remain regular in attendance, the grievant continued to collect unscheduled scheduled absences which resulted in a total of 105.07 hours of unscheduled LWOP leave . The letter of Removal was issued on 4/2/2019. The grievant has accumulated an additional 3 unscheduled absences. Furthermore, the employee did not file a grievance for any of the previously issued discipline.

16. Management's Position

A requirement of employment with the united states postal service is the requirement of the employee to remain regular in attendance . The grievant has continuously failed to comply with the united states postal service attendance policies and has violated Postal ELM 511.4, 511.43 665.41 and 665.43. The employee has been given a fair opportunity to correct her irregular attendance record. It is in the best interest of the postal service that we no longer keep the grievant on the pay rolls without receiving the benefit of the employees presence at work on a regular basis. Letter of removal is warranted and is consistent with previously issued discipline of a similar nature.

17. Union's Position

Allow grievant to correct attendance record and agree on Last chance agreement

18a. Management Official's Name and Title
TIMOTHY P. PEREZ

18b. Telephone #

18c. Management Official's Signature

<< RESTRICTED INFORMATION >>

United States Postal Service
Employee Key Indicators Report

Report: ERM804R1 v3.005
Current as of: PP 21 Week 02 of 2018

Page 1 of 2
Report run on: 10/24/2018 03:55:04

Your Selection Criteria: Employee ID: 04445264 Date From: 08/31/2018 Through: 10/24/2018

Name: RODRIGUEZ, MARIA

Finance #: 05-5099 MGR CUSTOMER CARE CTR - CA

Emp Id: 04445264

Pay Location: 212 TEAM B-12

EOD: 10/16/2016

	Current Balance	Current YTD Hours
Sick	0.00	83.00
Annual	-28.00	100.92

Unscheduled Leave and Lates

Date	Leave Type	# Hours of Leave	Unscheduled?	Late?
09/04/2018	ABSENT FROM OT	0.00	Yes	
09/05/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE ✓	8.00	Yes	
09/06/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE ✓	8.00	Yes	
09/07/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE ✓	8.00	Yes	
09/09/2018 ✓	PART DAY LWOP - LATE	0.38	Yes	Yes
09/12/2018 ✓	SICK LEAVE - REGULAR	8.00	Yes	
09/13/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
09/14/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
09/15/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
09/16/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
09/19/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
09/20/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
09/21/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
09/22/2018 ✓	SICK LEAVE - REGULAR	8.00	Yes	
09/23/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
09/26/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
09/27/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
09/28/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
09/29/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
09/30/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
10/03/2018 ✓	SICK LEAVE - REGULAR	8.00	Yes	
10/04/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
10/05/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
10/07/2018	FULL DAY LWOP - HOLIDAY	8.00	Yes	
10/13/2018 ✓	PART DAY LWOP - LATE	0.11	Yes	Yes
10/17/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
10/19/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	
10/20/2018 ✓	PART DAY LWOP - IN LIEU OF SICK LEAVE	4.16	Yes	
10/20/2018 ✓	PART DAY LWOP - LATE	0.36	Yes	Yes
10/21/2018 ✓	FULL DAY LWOP - IN LIEU OF SICK LEAVE	8.00	Yes	

Occurrences of unscheduled leave: 30

Late Occurrences: 3

Total number of unscheduled hours: 205.01

Total Number of Late Hours: 0.85

**<< RESTRICTED INFORMATION >>
United States Postal Service
Employee Key Indicators Report**

Report: ERM804R1 v3.005
Current as of: PP 21 Week 02 of 2018

Page 2 of 2
Report run on: 10/24/2018 03:55:04

Your Selection Criteria: Employee ID: 04445264 Date From: 08/31/2018 Through: 10/24/2018

Name: RODRIGUEZ, MARIA
Emp Id: 04445264
EOD: 10/16/2016

Finance #: 05-5099 MGR CUSTOMER CARE CTR - CA
Pay Location: 212 TEAM B-12

	Current Balance	Current YTD Hours
Sick	0.00	83.00
Annual	-28.00	100.92

Sick Leave (Non-FMLA/SLDC)

Date	Leave Type	# Hours of Leave
09/12/2018	SICK LEAVE - REGULAR	8.00
09/22/2018	SICK LEAVE - REGULAR	8.00
10/03/2018	SICK LEAVE - REGULAR	8.00

Occurrences of sick leave: 3
Total number of sick hours: 24.00

Administrative Action Summary

Date	Action Type	Comments
10/05/2018	No Action	letter of Inquiry sent to employee 10/5/2018. Medical of file expired 9/25/2018 awaiting response. Employee's time will be entered as AWOL
10/20/2018	No Action	Please see regular Supervisor Perez

Accident History (past 5 years)

NO DATA FOUND

Designation Notice (Family and Medical Leave Act)

U.S. Department of Labor Wage and Hour Division



OMB Control Number: 1235-0003 Expires: 05/31/2018

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employer of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form by employers is optional, a fully completed form WH-382 provides an easy method of providing employees with the written information required by 29 C.F.R. 825.300(c), 825.301, and 825.305(c).

To: MARIA RODRIGUEZ 1104 E CARSON ST APT 7 LONG BEACH, CA 90807 3644 CASE #: 103000737685 EIN: 04445264 Date: 08/07/2018

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided. We received your most recent information on NONE RECEIVED and decided:

Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.

The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:

- Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement:
Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable) :

- You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.
We are requiring you to substitute or use paid leave during your FMLA leave.
You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position is not attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

Additional information is needed to determine if your FMLA leave request can be approved:

- The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than (Provide at least seven calendar days), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

(Specify information needed to make the certification complete and sufficient)

Note: Your FMLA leave request is not approved for: (06/29/2018 - 07/01/2018 Hours: 24 07/05/2018 - 07/06/2018 Hours: 16 07/08/2018 - 07/08/2018 Hours: .17 07/07/2018 - 07/07/2018 Hours: 8 07/11/2018 - 07/11/2018 Hours: 8 07/12/2018 - 07/12/2018 Hours: 8 07/15/2018 - 07/15/2018 Hours: 8 07/18/2018 - 07/18/2018 Hours: 8 07/21/2018 - 07/21/2018 Hours: .19 07/25/2018 - 07/25/2018 Hours: .19)

- We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.
[X] Your FMLA Leave request is NOT approved. Requested certification was not received (see Note above).
The FMLA does not apply to your leave request.
You have exhausted your FMLA leave entitlement in the applicable 12-month period.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. & 2617; 29 C.F.R. && 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C & 2616; 29 C.F.R & 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10-30 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.

**STEP 2
GRIEVANCE
APPEAL FORM**

**AMERICAN POSTAL WORKERS UNION, AFL-CIO
GREATER LOS ANGELES AREA LOCAL**

Certified Mail: 7008 1830 0003 3273 4285

-
1. Discipline/Issue: Notice of Removal Craft: Clerk Date: 4/17/2019 Grievance No.
CC2-067-5264-19
-
2. USPS Designee: SAM BOOTH JR.
3. FROM: GREATER LOS ANGELES AREA LOCAL, PO BOX 2645 LA, CA 90051
4. Step 2 AUTH. REP. Charquita Rainey Phone No. (323) 750-0770
-
5. Dominic Davis, General President Phone No. (323) 750-1172
-

STEP 1 MEETING & DECISION

-
6. UNIT/SEC: LACCC Date/Time: 4/9/2019 SUPV: M. Juarez STEWARD: C. Ramsay
-
7. STEP ONE DECISION BY: M. Juarez, A/SCS DATE/TIME: 4/11/19 INITIALS: ON FILE
-
8. **GRIEVANT: Rodriguez, Maria** ADDRESS: 1104 E. Carson St. #7, Long Beach, CA. 90807
-
9. EIN: 04445264 SENIORITY: 1/21/17 LEVEL/STEP: 6/ HRS: 7:00 R/D: F/S
-
10. P/L: 212 LOS ANGELES, CA 90052 LIFETIME SEC: () Y (X) N VET: () Y (X) N
-
11. Pursuant to Art. 15 of the CBA we hereby appeal to Step 2 the following grievance a violation of, but not limited to, the following: (Article/Sec: 2, 13, 10.1, 10.2, 15.4, 16.1, 16.2, 19, 30, 35 JCIM; , 13, 10.1, 10.2, 15.4, 16.1, 16.2, 19, 30, 35, ELM; 511.1, 511.21, 514.22, 514.4, 651.3, Official Leave Policy, LMOU, EL-921, FMLA, PDL, FEHA)

() Addendum () Ex. Granted Per: (X) Document request attached

12. CONTENTIONS: The Grievance evolves from Maria Jaurez (A/Supervisor) issuing Grievant (Maria Rodriguez) a Notice of Removal dated April 2, 2019 charging unsatisfactory attendance. The Notice of Removal was issued without cause. The Union's position is based on, but not limited to, the following:

Background

Grievant was issued a Notice of Removal for unsatisfactory attendance on April 2, 2019. The notice states grievant was absent for a period of time from February 13, 2019 through March 23, 2019. Grievant contends all of her absences were due to post partum after her newborn was born. Grievant contends the depression and anxiety was crippling and prevented her from performing her duties in addition to her daily life task. Grievant made the effort to seek counseling and contends that the sessions has worked and she will make improvements to her attendance. Grievant is requesting the service to allow sufficient time for improvement.

Argument

The leave policy should be administered on an equitable basis not just considering the needs of the service but the individual circumstances of the employee. The supervisor and concurring official failed to take into consideration the individual circumstances of the employee prior to making the determination to issue the Notice of Removal. Grievant is protected under the Pregnancy Disability Leave Act, Fair Employment and Housing Act

due to her pregnancy and suffering from conditions that arised after pregnancy. To discipline the employee for a pregnancy related illness violates these protections. Article 2 and 13 of the collective bargaining agreement offers additional protections against discrimination and civil rights. The PDA states an employer may not discriminate in any other aspect of employment, including pay, job assignments, promotion, lay off, training, fringe benefit, firing and any other term or condition of employment based on pregnancy. Protections under USPS Policy includes the sick leave administration, it insures employees against loss of wages due to illness. Pregnancy discrimination occurs when an employer treats an employee unfavorably because of pregnancy, childbirth, or medical conditions related to pregnancy or childbirth. Article 19 is an agreement that those parts of all handbooks, manuals and published regulations of the postal service that directly relate to wages, hours or working conditions as they apply to employees covered by the CBA shall contain nothing that conflicts with the CBA. The postal service has failed to continue to provide these protections to an employee who has a disability as a result of pregnancy. The Service was made aware of the disability during the Investigative Interview and they chose to ignore the fact and issued discipline anyway. Women affected by pregnancy or related conditions must be treated in the same manner as other applicants or employees who are similar in their ability or inability to work. If an employee is temporarily unable to perform her job due to pregnancy an employer must provide the same protections as they would a disabled employee; for example providing light duty, modified tasks, alternative assignments, disability leave, or lwop. The discipline is not corrective in nature and is punitive. Management failed to bargain and stated the employee has been given an opportunity to improve. Management is to exhaust all efforts prior to disciplining an employee. There is zero evidence of this. Employee was not referred to EAP. EAP was a program designed to help eliminate factors at work and home that prevent an employee from performing her duties at work. The employee's due process rights to a fair and objective review was violated and she was treated the same as someone who doesn't suffer from a disability. The discipline letter is dated a year ago, there was no independent or substantive review. The concurring official merely rubber stamped the disciplinary action. Grievant requested a week or two to show improvement management didn't allow the time and moved forward with discipline. The Notice of Removal was not issued for Just Cause.

13. LOCAL'S REQUESTS: Rescind and expunge Notice of Removal dated April 2, 2018 for grievant's records. Compensate grievant for loss of wages, annual leave, sick leave and other entitlements under the law. Cease and desist discrimination towards employee.

Charquita Rainey

Charquita Rainey, Clerk Craft Vice President