



National Association of Letter Carriers
23760 Highway 59 North
Kingwood, TX 77339-1529

PRE-ARBITRATION AGREEMENT

Date: 4/15/2019
Location: San Antonio TX – Beacon Hill
District: Rio Grande
Grievant or Class: Brianna Cortez
USPS Regional #: G16N-4G-C 18428190
NALC DRP #: 10-449963
LOCAL #: 421-1036-18

Arbitrator: Gomez
Arbitration Date: 4/17/2019


As a result of pre-arbitration discussions, the parties have mutually agreed to resolve the above referenced case in the following manner:


ELM 543.41 Continuation of Regular Pay

*For most employees who sustain a traumatic injury, 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** (see 545.72 for explanation of eligibility for COP). Such pay is subject to taxes and all other usual payroll deductions. If an employee elects COP and the claim is subsequently denied, any COP granted to the employee must be charged to sick or annual leave or considered an overpayment of pay at the employee's option (see 437).*

Management has provided documentation showing the grievant has now been paid her 45 days of Continuation of Pay (COP) for her on the job injury and acknowledges there was an unnecessary delay in the payment of the COP to the grievant in violation of ELM 543.41. Management shall adhere to the ELM section 540-545 regarding COP and **shall not** withhold payment of COP to letter carriers outside of the specific circumstances authorized in ELM sections 545.732 and 545.741.

It is further agreed that the above settlement is reached on a non-precedent setting basis; and does not constitute a waiver of either parties' position on similar cases. This agreement may not be cited or referenced by either party in any future case which may arise, except for enforcement.


USPS Representative _____ Date 4/15/2019
Ruth Giddings, USPS Rio Grande District LR


NALC Representative _____ Date 4/15/19
Shawn Boyd, RAA Region 10