

UNITY



Dare to Struggle, Dare to Win

BRANCH 3825

2000 and 2002 National Award Winner for General Excellence

Volume 25 #3 Fall, 2006

WE ARE ROCKVILLE, GERMANTOWN, POTOMAC, TWINBROOK, PIKE, DERWOOD, GMF & CABIN JOHN

President's

Report

We recently received a very important arbitration decision awarding NON-ODL's an additional 125% due to management forcing NON-ODL's to work overtime in violation of the National Agreement. This meant that the NON-ODL was paid 275% or double-time and 3/4 for the hours worked. Of course, the ODL is almost always paid double time because they are available to work the overtime but management uses a NON-ODL instead. This means that management is paying quadruple time and 3/4 for each hour management works NON-ODL's in violation of our Contract. For a Grade 6-1 step "O" Carrier, this works out to \$112.40 for each hour management works NON-ODL's improperly.

We did not win this because it was management's first offense at violating Article 8 Section 5G. In fact, we introduced to the arbitrator several hundred settlements with an escalating remedy for the NON-ODL's for violations of Article 8 Section 5G. We started with cease and desists, then an additional 50%, then an additional 75%, then an additional 100%, then Administrative Leave and then 30 settlements for an additional 125%. I know this won't shock anyone, but I spent all last week appealing more Article 8 Section 5G (overtime) grievances. We are scheduled for another arbitration in early October seeking an additional 150% for the NON-ODL for violations of Article 8 Section 5G. There must be some level, some monetary amount, where we will get the attention of upper management to force our Area managers to comply with Article 8 of our National Agreement.

I want to thank our NBA, Tim Dowdy, and his Regional Administrative Assistants, James Sherfey and Vada Preston for their assistance and support for this arbitration. I also want to thank Dominick Lignelli who appealed this case to Step B and testified so well at the arbitration. The arbitrator quoted Dominick for several pages in the arbitration decision! We want to especially thank Don Huber, the Union advocate for this case and president of Branch 651 out of Annapolis, Maryland. You would not believe how well prepared and how well organized Don was for this case. We truly appreciate his dedication to

Letter Carriers and all the hard work he put into this case!

Management continues to hit us with super trumped up discipline! We recently received a Step B decision on a REMOVAL case that was completely rescinded. Management couldn't even get a discussion out of it. Discipline is supposed to be a last resort, not a first resort. This demonstrates how management is shooting from the hip when it comes to disciplining us. The Grievant followed her physician's orders and management still tried to fire her. In some other interesting settlements, we prevailed at Step B in getting management to issue us a money order for \$100.00 due to management's failure to provide information to our local Union in a timely manner. This was an escalating remedy due to the numerous other settlements on the same issue. We also have won \$75.00 for juice and donuts at one unit and \$50.00 for juice and donuts at another unit. Believe me, these are rare settlements and can only be achieved if management continues to violate the same portion of the National Agreement repeatedly.

Our local continues to be successful in getting PTF's converted to regular. Our Chief Shop Steward in Germantown, Amy Campain, has won many cases on this issue. In Rockville, we currently have 299 regulars and 11 PTF's. This works out to a 96.5% full-time regular workforce!

We had our Branch picnic on Sunday, July 30, 2006 at Woodley gardens. According to the park supervisors, 300 people attended our picnic. This was the best turnout ever. Kevin Abernathy, Dominick Lignelli and all the rest of the people on the picnic committee did a great job. I did not hear one single complaint. A good time was had by all!

Our Vice president, Raymond Jordan, received a transfer to Tucson, Arizona in early September. I want to thank him for all the hard work he did for this Branch. His ability to win grievances was astounding. Ray is a great Union man and a good friend. We will miss Ray and wish him and his family the best! Luckily for us, Amy Campain has agreed to return as our Vice President. Amy was our Vice President for three years before Ray Jordan stepped in. Amy can hold her own against anybody and can write remarkable contentions for our grievances. Welcome back Amy!

IN THE STRUGGLE,

Kenneth Lerch
President NALC 3825

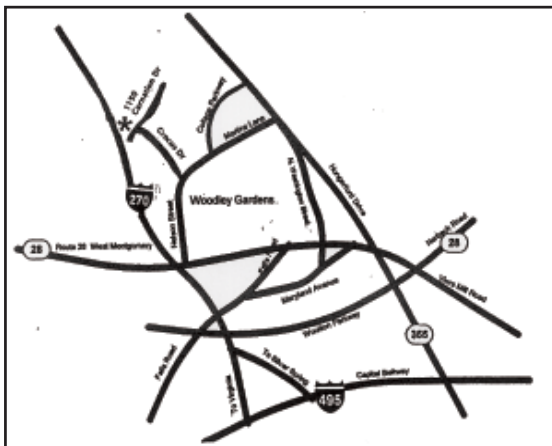
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Unity is the official newsletter of NALC Branch 3825. The purpose of this newsletter is to inform and educate our members, as well as provide a forum to exchange ideas and concerns. No responsible articles or editorial will be refused. Articles in *Unity* do not necessarily reflect the views of the editor or of this local.

Directions to the Union Meeting

Rockville Senior Center
 1150 Carnation Drive
 Rockville, MD 20850



495 to 270N exit Rt.28 (W.Montgomery Ave) go straight thru the light at top of ramp - you're now on Nelson. Turn left at stop sign at Crocus Dr. At the end of the road turn left on Carnation - proceed to Senior Center

Picnic 2006

Our annual picnic was held on Sunday July 30th at Woodley Gardens Park. It was a hot summer afternoon that made it a perfect day for the dunk tank and water slide. Needless to say, the slide was a huge hit. A special thanks goes to those who made the picnic a success: George Abid - Breakfast, grilling, beer, pick-up and set-up of the grills and clean-up, Cathy Abid for the great posters, Yvette Lopez-Abernathy for the wonderful arts and crafts, Beth Parsons for ordering the food from Watson's, Sergio Lemus for picking up the water, helping with the dunk tank, working on the water slide and clean-up, Ismael Lemus for his all-day long expert grilling of the hamburgers, hot dogs and ribs, Rick (Rico Suave) Sullivan for the tables and chairs, set-up and clean-up, Bert Weisner for helping with the clean-up, Bobby Burress and Mike Rosales for bringing in the cash in the dunk tank, Dominick for Drink More Water, MDA dunk tank, water slide, set-up (he hates cutting those onions and tomatoes) and clean-up and last but certainly not least James "Jimmy" Moten aka the "Ice Man" for the best ice on the planet. Hope everyone had a great time and we'll see you at the Mansion for the Holiday Gala on Saturday December 16th.

Kevin Abernathy

Twinbrook, Picnic "Chairman"

Schedule of Union Meetings

November 1
December 6
(installation
of officers)
January 3

Quite Frankly,

It is what it Is..

I had an interesting question posed to me on the workroom floor the other day. Doesn't the contract remain intact no matter who is running (or should I say ruining) this district for management? I paused for a moment and then thought how profound a question that was. It seems that no matter who revolves through the Postal management door, their way of conducting business does not necessarily have to comply with the contract. This all goes back to **ACCOUNTABILITY** or the lack of it for the managers who create the chaos and confusion the usually leads to cash for the carriers.

Once again the issue of Article 8 (overtime provisions) has reared its' ugly head in Rockville. It seems that the MPOO (manager of Postal operations) has decided to force those folks not on the list into mandatory overtime without working all available ODL's to the maximum extent possible (12 hours). So the non-ODL's will be forced to work on their days off and forced to carry bumps on other routes before those of us on the ODL will be worked according to the contract and Article 8. What this does is destroy the moral of all carriers and creates friction between all parties. We have filed hundreds, no thousands, of grievances on this issue in my 26 years of time in Rockville. However successful we have been in the past, it has not had the end result we wanted it to. We have been fortunate to this point in our branch to have had some sense of stability in this area. However, this calm before the storm does not mean that someone else in management will come along and interpret or violate Article 8 which is clearly written and defined in our National Agreement and is not an interpretive issue. Our best advice for now is to follow your instructions and use the grievance procedure. Our picket signs from the Potomac and Germantown days may be coming out of hibernation.

One other query from the working class heroes was how come we are treating political mail as first class when they (the politicians) are only paying bulk rate prices? On top of that, management told us that we had to start

marking up every piece of non-deliverable political mail and setting it aside from the regular UBBM. What the heck is going on here? If we are going to give first class service then charge first class rates. If we are so concerned about creating postal revenue then charge these people for the service. Last time I checked, there are no delivery guarantees on bulk mail! We do an excellent job of delivering it on time but giving these political mailings preferential treatment is preposterous. And what ever happened to the marked-up undeliverable political mail? It was sitting in a APC near the supervisor's desk and probably will end up in the dumpster. Oh well, round two in November.

Sticking with the political scene, what about the voting fiasco (that's Italian for screw up) in Montgomery County on election day. After all the problems and inquiries during the last two Presidential elections it would seem logical that election officials would have there stuff straight. One thing is for sure, there is no perfect system. I would like to see as much participation as possible from the electorate. But stuff like this turns people off from voting. At the National Convention in Las Vegas, delegates heard that Oregon has had voting by mail for some time and would like to see us push for it nationwide. There, voter participation percentage (approximately 85%) is by far the highest in the country. I think people would love to just drop their ballot in the mail and not have to deal with malfunctioning polling places. Much of the discussion at the convention was on the upcoming elections and contract negotiations. The contract administration unit workshop on Wednesday morning was attended by over 2,000 of the 9,000 registered delegates. That's impressive. We handed out 500 copies of Unity which drew rave reviews. The convention delegates love our newsletter. Once again factors are in our favor for the next contract. The Postal Service has been fiscally positive for the last 5 years. Now that needs to translate in to better working and pay conditions for the working class heroes. Stay tuned....

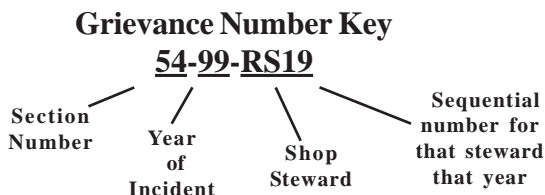
Rolling the Dice,

Dominick Lignelli

Main Office

Key to Shop Steward Abbreviations

MC - Mike Curley	20852
SM - Shearly McFadden Shawn	20852
MS - Mike Shawn	20851/53
RP - Rob Parker (alt)	20851
LS - Les Gaynair	20854
KL - Ken Lerch	20852
RJ - Ray Jordan	20854
SL - Sergio Lemus	20850
CB - Charlie Basham (alt)	20874/76
KA - Kevin Abernathy	20851/53
AC - Amy Campaign	20874/76
DL - Dominick Lignelli	20850
TP - Tom Preston.....	20874/76



The Grievance Process

Informal Step A (sometimes called pre step A) - Grievant and Shop Steward meet with immediate supervisor within 14 days of the incident date.

Step A - Grievant and Union President or designee meet with Postmaster or designee within 7 days of receiving the Step A appeal unless the time limits are extended by mutual consent. The Step A form must be completed within 7 days of the Step A meeting. Then if no resolution is reached, the appeal must be sent to the Step B within 7 days of the completion of the Step A Form.

Step B - The Dispute Resolution Team (one union advocate and one management advocate) then has 14 days after the receipt of the Step A form to resolve the issue. If no resolution is reached, the grievance is "impassed" and the union has 14 days to appeal the grievance to arbitration.

Pre-Arb - In most instances an effort is made to resolve the dispute before going in front of an arbitrator.

Arbitration - The NBA or designee and the grievant meet with a District designee in front of an arbitrator and the arbitrator renders a decision that for all intents and purposes is final and binding.

Summaries - That's where Unity gets a hold of the grievance and tries to put it into 25 words or less. Hopefully this will help you understand the process a little better.

GRIEVANCE SUMMARIES

Enclosed are 208 GRIEVANCE SUMMARIES ending September 18, 2006. Any grievances brought up to the Union Office after this date will appear in the next issue of Unity. We are finally caught up with the backlog of grievance summaries.

I want to thank all the steward's for your continued great work!

IN THE STRUGGLE,

Kenneth Lerch

President NALC 3825

GERMANTOWN

- 74-05-AC19. Informal A. 7 DAY SUSPENSION alleging poor attendance is reduced to a Letter of Warning and further reduced from two years to 6 months in OPF.
- 74-06-AC60. Informal A. Letter of Warning alleging a Time Wasting Practice (getting a cup of coffee) is rescinded.
- 74-06-AC61. Informal A. Letter of Warning alleging a Time Wasting Practice (getting a cup of coffee) is rescinded.
- 74-06-AC22. Step B. Letter of Warning for delivering six express mail pieces after 12 noon (Grievant was given 14 express mail pieces) is upheld.
- 74-06-AC24. Step B. Management violated the National Agreement when management failed to provide a sign language interpreter for the Grievant. Grievant will be provided with a new route inspection at the Grievant's option.
- 74-06-AC8. Step B. Management provided the Union with a copy of the 1723 at Formal A so it does not matter that the Union was provided the form 37 days late. WHAT!!!!!!!
- 74-06-AC64. Informal A. 7 DAY SUSPENSION alleging poor attendance is rescinded.
- 74-05-AC24. Informal A. Grievant will be given sufficient time to learn and become proficient on his new route. Grievant will be given time to mark and label his boxes.
- 74-06-AC45. Informal A. Management will provide form 1571 (curtailment form) to the Carriers at the time instruction to curtail mail is given.
- 74-06-AC47. Informal A. Due to management delaying priority mail in an effort to artificially make their numbers look better, two ODL's will be each be paid one hour of overtime for the time it would have taken to deliver the priority mail.
- 74-06-AC46. Informal A. Carriers will be allowed to continue the practice of clocking in at 0742 giving them a 5 minute leeway.
- 74-05-AC20. Informal A. Management will provide the Union copies of 1723's from the start of a 204b's detail through the ending date prior to the start of the detail.
- 74-05-AC25. Informal A. Management will cease and desist performing bargaining unit work.

14. 74-06-AC63. Informal A. Management will properly color code the mail.
15. 74-06-AC54. Management will not attempt to inhibit the opinions and discussions that Carriers conduct on the workroom floor. (i.e. criticizing the route inspection process).
16. 74-06-AC59. Formal A. Management will cease and desist performing bargaining unit work and will properly color code the mail.
17. 74-06-AC31. Informal A. Management deducted time during the route inspection process for hold mail verification. We withdrew the grievance when management agreed to give the time back to the Carrier.
18. 74-06-AC35. Informal A. Management deducted time during the route inspection process for hold mail verification. We withdrew the grievance when management agreed to give the time back to the Carrier.
19. 74-06-AC32. Informal A. Management deducted time during the route inspection process for loading the ledge with mail. We withdrew the grievance when management agreed to give the time back to the Carrier.
20. 74-06-AC37. Informal A. Management deducted time during the route inspection process due to an "addition error". We withdrew the grievance when management agreed to give the time back to the Carrier.
21. 74-06-AC36. Informal A. Management deducted time during the route inspection process due to an "addition error". We withdrew the grievance when management agreed to give the time back to the Carrier.
22. 74-06-AC71. Step B. REMOVAL for a minor backing incident is reduced to a Letter of Warning.
23. 74-06-AC75. Formal A. 14 DAY SUSPENSION alleging an Edit Sheet Failure is reduced to a Letter of Warning and further reduced from two years to one year in OPF. Management cannot cite this as a prior element unless the future infraction is for an Edit Sheet Failure.
24. 74-06-AC72. Formal A. Letter of Warning alleging a lost Voyager Card is rescinded.
25. 74-06-AC76. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.
26. 74-06-TAP20. Formal A. Management will treat all employees with dignity and respect. Management will allow Carriers to complete their pm office duties.
27. 74-06-TAP13. Formal A. Due to an improper route adjustment, management will shift territory as described in this grievance.
28. 74-06-TAP14. Formal A. Management will make sure PS form 3189 (revised schedule) will be properly filled out and signed by a Union Shop Steward.
29. 74-06-TAP8. Formal A. All supervisors will follow protocol (SOP) for the guidelines provided by the Capital District for "Suspicious mail and unknown powders or substances."
30. 74-06-TAP16. Formal A. Management will treat all employees with dignity and respect. Management will allow Carriers to complete their pm office duties.
31. 74-06-AC77. Formal A. Henceforth, management will allow the Shop Steward to present their entire case at Informal A. (Management was trying to rush the Shop Steward through and skip to the remedy requested.)
32. 74-06-TAP24. Formal A. Grievant is paid 30 additional minutes due to management telling him to skip his lunch break.
33. 74-06-AC79. Formal A. In an effort to reduce the number of grievances due to management improperly demanding documentation for requests for sick leave, a meeting will be conducted to discuss the ELM Section 513 and sick leave.
34. 74-06-TAP21. Formal A. Management will allow Carriers to process their forwards each day. Forward mail will not be delayed due to the regular being on vacation.
35. 74-06-TAP25. Informal A. Letter of Warning alleging a missed scan on a collection box is reduced to a discussion.
36. 74-06-AC78. Formal A. Carriers will be given a 3996 when the Carrier informs management that they will need overtime.
37. 74-06-TAP17. Formal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.
38. 74-06-TAP15. Formal A. Letter of Warning alleging unauthorized overtime is rescinded. (Grievant called back and was told to keep delivering the mail.)
39. 74-06-TAP18. Formal A. Letter of Warning alleging unauthorized overtime is rescinded. (Grievant called back and was told to keep delivering the mail.)
40. 74-06-TAP23. Formal A. Management will change the 8 hours of AWOL to 8 hours of EAL.
41. 74-06-AC80. Formal A. Due to a casual clerk performing City Letter Carrier duties, three ODL's will be paid 6 hours of overtime and penalty pay as applicable.
42. 74-06-TAP22. Formal A. Due to an overtime violation, four NON-ODL's will be paid an additional 50% for 3.25 hours and three ODL's will be paid 3.25 hours of overtime or penalty pay as applicable.

MAIN OFFICE

1. 50-2006-DL28. Formal A. REMOVAL for a minor backing incident is reduced to a Letter of Warning and further reduced from two years to one year in OPF.
2. 50-2006-DL29. Formal A. REMOVAL for a minor backing incident is reduced to a Letter of Warning.
3. 50-2006-DL07. Step B. 14 DAY SUSPENSION alleging unauthorized overtime and no call-back by 3:00pm is reduced to 10 months and 28 days in OPF.
4. 50-2006-DL19. Informal A. 7 DAY SUSPENSION alleging misdelivery of mail is reduced to a discussion.
5. 50-2006-SL39. Informal A. 7 DAY SUSPENSION alleging that the Carrier forged a signature on a 3811 (green card) and engaged in a verbal confrontation with a customer is reduced to a Letter of Warning. Management will not cite this as a prior element unless it relates to forging a signature or a confrontation with a customer.
6. 50-2006-SL50. Formal A. Letter of Warning alleging a failure to scan a collection box is reduced to 9 months in OPF.
7. 50-2006-DL22. Formal A. Letter of Warning for delivering several express mail pieces after 12 noon (12:01pm) is reduced to a discussion.
8. 50-2006-DL08. Step B. Letter of Warning for delivering an express piece after 12 noon (12:04pm) is reduced to 6 months in OPF.
9. 50-2005-DL25. Informal A. Letter of Warning for clocking out 10 minutes before your scheduled end tour (was instructed to case curtailment on

overtime) is reduced to a discussion.

10. 50-2005-DL27. Informal A. Letter of Warning citing four tardy incidents is reduced to 3 months in OFF.

11. 50-2005-SL74. Informal A. Letter of Warning for not immediately reporting that a customer backed into your parked vehicle is reduced to a discussion.

12. 50-2006-SL19. Formal A. Letter of Warning alleging AWOL is rescinded.

13. 50-2006-SL29. Step B. Grievant is hereby paid 43 hours of overtime due to inequitable distribution of overtime.

14. 50-2005-SL67. ARBITRATION. Same as number 31 under the Potomac Grievance Summaries except this was for regulars working over 12 hours in a day.

15. 50-2006-SL26. Step B. Grievant is hereby paid 37 hours of overtime due to inequitable distribution of overtime.

16. 50-2006-SL30. Step B. Grievant is hereby paid 32 hours of overtime due to inequitable distribution of overtime.

17. 50-2006-DL09. Step B. Management will pay the local Union \$100.00 for failing to provide information to the Union. This is an escalating remedy due to a history of violations and settlements on this issue.

18. 50-2006-DL17. Formal A. Management will pay the ODL cited by the Union one hour of penalty pay due to management carrying express mail.

19. 50-2006-DL16. Formal A. Management will pay the ODL cited by the Union 25 units of penalty pay due to management carrying an express mail piece.

20. 50-2006-SL24. Formal A. The AWOL annotation is hereby changed to EAL.

21. 50-2006-SL04. Step B. Eleven Carriers will each be paid an additional 50% for 8 hours due to management failing to post the holiday schedule by Tuesday before the workweek.

22. 50-2006-SL11. Step B. The two Carriers cited will be paid an additional 50% for all time worked past 12 hours in the day (12.89 hours and 12.28 hours). The National parties will be notified of these recurring violations.

23. 50-2006-SL10. Step B. The PTF cited by the Union will be paid an additional 75% for all hours worked beyond 11 and a half for the day (12.08 hours) plus an escalating remedy of \$80.00 due to the enormous amount of prior violations and settlements.

24. 50-2006-SL13. Step B. The ODL's cited by the Union will be paid 5.73 hours of overtime due to an Article 8.5G violation (overtime rules).

25. 50-2006-SL44. Informal A. The 1017-B notation (unauthorized overtime) is hereby deleted.

26. 50-2006-SL43. Informal A. The 1017-B notation (unauthorized overtime) is hereby deleted.

27. 50-2005-DL30. PRE-ARBITRATION. Management violated Article 8 Section 5G (overtime rules). Grievant, an ODL, is paid an additional 2.75 hours of overtime (December violation). The NON-ODL's will each be paid an additional 125% for 1.72 hours and 93 units respectively.

28. 50-2005-DL28. Step B. The Union is requesting that twenty (20) minutes be cut from the Grievant's route due to improper deductions. Grievance

denied because there was no issue statement with the grievance file.

29. 50-2006-SL31. Formal A. Management will make the effort to rotate the collections (1 and 2) amongst the ODL Carriers on their nonscheduled days.

30. 50-2005-SL46A. Step B. Five Carriers will each be paid an additional 50% for 8 hours due to management failing to post the holiday schedule by the Tuesday before the workweek.

31. 50-2005-SL44. Formal A. The Grievant's starting time will be changed from 0800 to 0750. (The Grievant was being punished for dropping off the ODL list).

32. 50-2006-SL53. Informal A. Management will comply with the Union time provisions of the National Agreement (Article 17.3) and the Turner/Marshall M.O.U. concerning Union time.

33. 50-2006-SL02. Informal A. Management failed to post the overtime hours at the end of the quarter. Resolved; The overtime log will be posted and a copy given to the Union and any grievance filed will be timely.

34. 50-2005-SL56. Informal A. Management will sign and date any PS form 3189 or 3971 and provide a copy to the Grievant.

35. 50-2006-DL18. Step B. Management contended that adjusting a route to 8 hours and 30 minutes was a close to 8 hours as possible. Resolved; This is a violation of the National Agreement. Management must adjust the route in question to as close to 8 hours as possible within 30 days.

36. 50-2006-SL05. Step B. Grievant was bit by a dog and sent to the hospital. Management would not pay the Carrier more than 90 units of overtime. Resolved; Grievant will be paid for all hours at the hospital and paid for the travel time to and from the hospital (1.10 hours of overtime and 1.52 hours of penalty pay)

37. 50-2005-DL26. ARBITRATION. A NON-ODL was forced to work 2.57 hours of overtime in the month of December without the ODL's working 12 hours. The Step B team ruled that management violated Article 8.5G and paid the ODL's an additional 2.57 hours of overtime. The escalating remedy for the NON-ODL was impasse. Award- Due to the hundreds of prior settlements paying the NON-ODL's an escalating remedy and the last 29 settlements paying the NON-ODL an additional 125%, the grievance is sustained. The NON-ODL will be paid an additional 125% for 2.57 hours. (NOTE* THIS IS DOUBLE TIME AND THREE QUARTERS.)

POTOMAC

1. 54-2006-RJ01. Step B. EMERGENCY SUSPENSION alleging an unacceptable outburst on the workroom floor and the use of profanity is rescinded. Grievant will be paid for all lost hours (13.71).

2. 54-06-LG45. Formal A. 14 DAY SUSPENSION alleging a failure to scan a Signature Confirmation piece is reduced to a 7 DAY SUSPENSION and further reduced from two years to 6 months in OFF. Management cannot cite this as a prior element unless the charge is for missed scans.

3. 54-06-LG08. Step B. 7 DAY SUSPENSION alleging Time Wasting Practices during a Special Inspection is rescinded.

4. 54-06-LG28. Step B. 7 DAY SUSPENSION alleging a failure to get back by 1700 (returned at 7:06pm) is rescinded.

5. 54-06-LG42. Formal A. 7 DAY SUSPENSION for getting injured on duty is rescinded.
6. 54-06-LG16. Formal A. 7 DAY SUSPENSION alleging a failure to deliver an express piece by noon and finding another express mail piece in the UBEM is reduced to 4 months in OPF.
7. 54-06-LG44. Informal A. 7 DAY SUSPENSION alleging unauthorized overtime is reduced to a Letter of Warning and further reduced from two years to 7 months in OPF. Management will not cite this as a prior element unless the charge is unauthorized overtime.
8. 54-06-LG64. Informal A. Letter of Warning for delivering four express mail pieces after 12 noon is reduced to 3 months in OPF.
9. 54-06-LG6. Step B. Letter of Warning for picking up one piece of mail off the ledge at a time and then casing it is upheld.
10. 54-06-LG67. Informal A. Letter of Warning alleging an Edit Sheet Failure is reduced to a discussion.
11. 54-06-LG11. Formal A. Letter of Warning alleging Time Wasting Practices during a Special Inspection is reduced to 3 months and 12 days in OPF.
12. 54-05-LG75. Informal A. Letter of Warning alleging a missed MSP scan point is reduced to 3 months in OPF.
13. 54-05-LG103. Informal A. Letter of Warning alleging 3 misdelivered pieces is reduced to a discussion.
14. 54-05-LG78. Informal A. Letter of Warning alleging poor attendance is reduced to one year in OPF.
15. 54-05-LG101. Informal A. Letter of Warning alleging a failure to clock on the correct code for a collection run is reduced to a discussion.
16. 54-06-LG41. Informal A. Letter of Warning alleging a failure to deliver an express piece by noon is reduced to a discussion.
17. 54-06-LG43. Informal A. Letter of Warning for failing to scan an express piece upon delivery is reduced to 3 months in OPF.
18. 54-06-LG35. Informal A. Letter of Warning alleging a failure to scan a Signature Confirmation piece is reduced to 3 months in OPF.
19. 54-05-LG82. Informal A. Letter of Warning for not reviewing each piece of hold mail before delivering it resulting in some misdelivered mail is reduced to a discussion.
20. 54-05-LG92. Informal A. Letter of Warning for an at-fault vehicle accident is reduced to 6 months in OPF.
21. 54-05-LG102. Informal A. Letter of Warning alleging misdelivery of mail is reduced to a discussion.
22. 54-06-LG4. Formal A. Letter of Warning for taking an 1838-C on the street is reduced to a discussion.
23. 54-05-LG104. Informal A. Letter of Warning alleging misdelivery of mail is reduced to a discussion.
24. 54-06-LG10. Formal A. Letter of Warning alleging Time Wasting Practices during a Special Inspection is reduced to a discussion.
25. 54-06-LG25. Informal A. Letter of Warning alleging a failure to scan a Signature Confirmation piece is reduced to a discussion.
26. 54-06-LG46. Formal A. A PTF was injured on duty. Management would not pay the PTF 8 hours per day up to 40 hours for the week even though the PTF averaged 55 hours per week for the preceding year. Resolved; The PTF is hereby paid 10 hours and 34 units.
27. 54-06-LG65. Informal A. Management will repost leave when cancelled in accordance with the IMU.
28. 54-2006-RJ09. Formal A. Grievant will have 5 hours of annual leave restored to his balance due to a violation of the annual leave provisions of the IMU.
29. 54-2006-RJ34. Informal A. Management refused to act on an annual leave request within 3 days. We withdrew the grievance when management approved the annual leave.
30. 54-06-LG62. Formal A. Grievant bid on a temporary higher level position (T-6) outside of his work unit and management denied the bid. Resolved; Grievant is hereby paid higher level for the week in question.
31. 54-2005-RJ84. ARBITRATION. Management worked 15 Carriers over 60 hours for the week. We won an additional 50% for all hours worked beyond 60 for the week at Step B. Management challenged the escalating remedy we had achieved in 43 prior settlements, including many precedent setting Step B decisions,
- which encompassed hundreds of individual violations. This was a representative case with hundreds of new violations pending the outcome. The Union was seeking an additional \$125.00 plus an additional 50% for all time worked beyond 60 hours for the week. The arbitrator denied the escalating remedy.
32. 54-2005-RJ87. ARBITRATION. Same as number 31 above.
33. 54-2005-RJ76. ARBITRATION. Same as number 31 above except this was for regulars working over 12 hours in a day.
34. 54-2005-RJ72. ARBITRATION. Same as number 31 above except this was for regulars working over 12 hours in a day.
35. 54-2005-RJ87. ARBITRATION. Same as number 31 above.
36. 54-2005-RJ42. ARBITRATION. Same as number 31 above.
37. 54-2005-RJ44. ARBITRATION. Same as number 31 above except this was for regulars working over 12 hours in a day.
38. 54-2005-RJ41. ARBITRATION. Same as number 31 above.
39. 54-2005-RJ61. ARBITRATION. Same as number 31 above except this was for regulars working over 12 hours in a day.
40. 54-2005-RJ35. ARBITRATION. Same as number 31 above.
41. 54-2005-RJ34. ARBITRATION. Same as number 31 above.
42. 54-2005-RJ68. ARBITRATION. Same as number 31 above except this was for regulars working over 12 hours in a day.
43. 54-06-LG23. Step B. A PTF called in sick and management refused to pay sick leave, and instead, simply nonscheduled the PTF. The PTF had not worked 32 hours for the week at the time of the sick call. Resolved; The PTF is hereby paid 8 hours of sick leave and since this led to more than 40 hours by the end of the week the PTF is also paid 8 hours of overtime.
44. 54-06-LG21. Step B. A PTF was moved off their qt. The PTF is hereby paid an additional 50% for all hour off the qt (11.44 hours).

45. 54-2006-RJ32. Step B. Class Action case. Many Work/Assignment Carriers cased for the time a router was supposed to case on their routes. The routes were adjusted via router time. This meant that the Work/Assignment Carriers were actually working off their assignment without the ODL's working 12 hours. This meant that management was violating Article 8 Section 5G (overtime rules). The Work/Assignment Carriers were paid an additional 50% for all time casing what a router should have cased and the ODL's were paid many hours of overtime and penalty pay as applicable. (This resulted in approximately 100 pay adjustments.)

46. 54-2006-RJ31. Step B. Class Action case. Same as number 45 above.

47. 54-2006-RJ18. Step B. Class Action case. Same as number 45 above.

48. 54-2006-RJ21. Step B. Class Action case. Same as number 45 above.

49. 54-2006-RJ22. Step B. Class Action case. Same as number 45 above.

50. 54-2006-RJ23. Step B. Class Action case. Same as number 45 above.

51. 54-2006-RJ24. Step B. Class Action case. Same as number 45 above.

52. 54-2006-RJ25. Step B. Class Action case. Same as number 45 above.

53. 54-2006-RJ26. Step B. Class Action case. Same as number 45 above.

54. 54-2006-RJ27. Step B. Class Action case. Same as number 45 above.

55. 54-2006-RJ28. Step B. Class Action case. Same as number 45 above.

56. 54-2006-RJ29. Step B. Class Action case. Same as number 45 above.

57. 54-2006-RJ30. Step B. Class Action case. Same as number 45 above.

58. 54-2006-RJ39. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

59. 54-2006-RJ35. Informal A. Management will pay the 8 hour guarantee for the Grievant's N/S day paying the Grievant an additional 1.88 hours of overtime.

60. 54-06-IG66. Informal A. Letter of Warning alleging a failure to scan a Signature Confirmation piece is reduced to a discussion.

DERWOOD

1. 55-06-KA1. Step B. One Carrier was given more MSP scan points than anyone else in the office. Decision- No violation.

2. 55-2006-SL01. Step B. IMU annual leave issue. Decision- No violation.

3. 55-06-KA20. Formal A. Management refused to meet at Informal A. Due to numerous prior escalating settlements on this issue, management will purchase \$50.00 worth of donuts and juice for the Twinbrook Station Carriers (where the Shop Steward came from).

4. 55-06-KA21. Formal A. Management refused to meet at Informal A. Due to numerous prior escalating settlements on this issue, management will purchase \$50.00 worth of donuts and juice for the Twinbrook Station Carriers (where the Shop Steward came from).

5. 55-2006-SL05. Formal A. Management refused to meet at Informal A. Due to numerous prior escalating settlements on this issue, management will purchase \$50.00 worth of donuts and juice for the Twinbrook Station

Carriers (where the Shop Steward came from).

6. 55-06-KA12. Formal A. This is a 1017-B issue (unauthorized overtime). Grievance withdrawn because the Grievant did use unauthorized overtime (no discipline was issued).

7. 55-2005-RJ26. Informal A. Management will hear all grievances within the time limits as prescribed in the National Agreement unless a mutual extension is signed.

8. 55-06-KA19. Formal A. A regular employee did not get 40 hours of pay for the week. We withdrew the grievance when management agreed to pay the employee 40 hours.

9. 55-06-KA28. Formal A. Grievant was not paid for 8 hours of sick leave. Resolved; Grievant will not have to work on a day of their choice. (Management was challenging the documentation of the Grievant).

10. 55-06-KA26A. Formal A. The 8 hours of LW O P is hereby changed to 8 hours of FAL. All records will reflect this change.

11. 55-06-KA27. Formal A. Grievant accused the manager of lying, thus violating 666.2 of the ELM. We withdrew the grievance when management agreed to pay the Grievant 8 hours.

12. 55-06-KA31. Formal A. Management would not accept the medical documentation submitted, thus her sick leave request was denied and given LW O P. Resolved; The documentation submitted by the Grievant is hereby deemed acceptable and the Grievant will be paid sick leave.

13. 55-06-KA33. Formal A. Grievant was charged 13 units of unauthorized overtime on a 1017-B. We withdrew the grievance when management agreed to white out the unauthorized overtime entry.

14. 55-2006-KA36. Formal A. The PDI notes accusing the Grievant of speeding and not casing first class mail first will be removed from all files

INSTALLATION-WIDE

1. IW-06-KL4. Informal A. The PIF cited by the union met the criteria of the Memorandum of Understanding concerning maximization/Full-time Flexible. The senior PIF will be converted to a Full-time Flexible. Grievance withdrawn when management made the conversion.

2. IW-06-KL5. Informal A. The PIF cited by the union met the criteria of the Memorandum of Understanding concerning maximization/Full-time Flexible. The senior PIF will be converted to a Full-time Flexible. Grievance withdrawn when management made the conversion.

3. IW-06-KL6. Informal A. The PIF cited by the union met the criteria of the Memorandum of Understanding concerning maximization/Full-time Flexible. The senior PIF will be converted to a Full-time Flexible. Grievance withdrawn when management made the conversion.

4. IW-06-KL8. Informal A. The PIF cited by the union met the criteria of the Memorandum of Understanding concerning maximization/Full-time Flexible. The senior PIF will be converted to a Full-time Flexible. Grievance withdrawn when management made the conversion.

PIKE ANNEX

1. 52-06-KL-ES. Informal A. EMERGENCY SUSPENSION alleging a potential loss of mail or funds will remain in the Grievant's OFF for two years and no back pay.

2. 52-06-KL7. Informal A. 14 DAY SUSPENSION. It was agreed by the Grievant and all parties that a 14 DAY SUSPENSION would be issued in lieu of a Removal for a sundry of charges including being paid for time not worked and getting into arguments with a customer.

3. 52-2006-MC34. Formal A. 7 DAY SUSPENSION alleging a failure to complete a 30 minute pivot and still be off the clock in 8 hours, record clockings properly and make proper scans of MSP points is rescinded.

4. 52-05-SMS13. Informal A. Letter of Warning alleging a failure to deliver an express piece by 12 noon is reduced to 6 months in OPF.

5. 52-2005-MC97. Informal A. Letter of Warning alleging a missed scan at a collection box is reduced to 3 months in OPF.

6. 52-2006-MC21. Step B. Letter of Warning alleging poor attendance (four tardies totaling 65 units) is reduced to 6 months in OPF.

7. 52-2006-MC44. Informal A. Letter of Warning alleging a failure to deliver an express piece by 12 noon is reduced to a discussion.

8. 52-2005-MC67A. Formal A. Letter of Warning alleging improper clockings is reduced to a discussion.

9. 52-2005-MC80. Informal A. Letter of Warning alleging a missed scan at a collection box is reduced to a discussion.

10. 52-2005-MC74. Informal A. Letter of Warning alleging a failure to deliver an express piece by 12 noon (12:19pm) is reduced to 3 months in OPF.

11. 52-2005-MC79. Informal A. Letter of Warning alleging poor attendance is rescinded.

12. 52-06-SMS1. Step B. The OIC ordered a drug and alcohol test to this Grievant after hitting a pedestrian with the Postal vehicle. Resolved; This was improper. Only the physician can order a drug and alcohol test based on the visual observation of the employee.

13. 52-2006-MC46. Formal A. Grievant will not be required to eat lunch at the same time every day. The Grievant will be permitted to eat lunch at his authorized location listed on his 1564-A.

14. 52-2006-MC47. Formal A. Grievant will not be required to eat lunch at the same time every day. The Grievant will be permitted to eat lunch at his authorized location listed on his 1564-A.

15. 52-2006-MC48. Formal A. Grievant will not be required to eat lunch at the same time every day. The Grievant will be permitted to eat lunch at his authorized location listed on his 1564-A.

16. 52-2006-MC32. Formal A. Management agrees not to use this 1017-B notation in any future discipline for unauthorized overtime.

17. 52-2006-MC31. Formal A. Management will provide a 3996 to the Grievant upon request and will provide a copy to the Grievant.

18. 52-2006-MC30. Formal A. Grievant may use his stool while casing provided it does not cause any safety issues or time wasting practices.

19. 52-06-SMS11. Formal A. The one day mail count will not be used by management to harass the Grievant and will not be the basis of any disciplinary action.

20. 52-2006-MC54. Informal A. The 1017-B entry (unauthorized overtime) for one unit of unauthorized time is hereby deleted from the 1017-B log.

21. 52-2006-MC23A. Informal A. The absences will be changed to reflect FMLA protected leave.

22. 52-2006-MC58. Formal A. Letter of Warning for failing to notify management that you could not case and carry all mail and be off the clock in 8 hours and for deviating which resulted in business deliveries brought back to the Post Office at 1600 is reduced to 6 months in OPF.

23. 52-2006-MC57. Formal A. Letter of Warning for delivering an express piece at 12:53pm is reduced to 3 months in OPF.

24. 52-2006-MC56. Formal A. Letter of Warning alleging an express piece failure (12:28pm) is reduced to 4 months and 18 days in OPF.

25. 52-2006-MC43. Formal A. Letter of Warning alleging that an express piece was delivered after 12 noon is reduced to a discussion

.TWINBROOK

1. 53-2006-MS41. Informal A. Letter of Warning alleging an expansion of lunch break is rescinded.

2. 53-2005-MS68. Informal A. Letter of Warning for returning to the office after 1700 without calling back is reduced to a discussion.

3. 53-2005-MS70. Informal A. Letter of Warning for delivering an express mail piece after 12 noon (12:02pm) is reduced to a discussion.

4. 53-2006-MS13. Step B. Management did not violate the contract when they suspended the Grievant's driving privileges after a backing accident, in this particular case.

5. 53-2005-MS58. PRE-ARBITRATION. The NON-ODL is hereby paid an escalating remedy, due to repeat violations (hundreds) of Article 8, an additional 125% for 1.04 hours for being forced to work overtime in violation of Article 8 (overtime rules). The ODL's were paid penalty pay at Step B.

6. 53-2006-MS48. Informal A. Grievant, a PIF, is hereby paid an additional 99 units of overtime due to being pulled off her opt for 99 units.

7. 53-2006-MS42. Informal A. Grievant is hereby paid an additional hour of overtime due to management failing to provide Grievant with one hour of router time.

8. 51-2006-MS32. Formal A. Grievant will get additional relief to the route of one hour due to management making errors in the route adjustment process.

9. 51-2006-MS29. Formal A. Grievant will get additional relief to the route of one hour and 30 minutes due to management making errors in the route adjustment process.

10. 53-2006-MS27. Formal A. Carrier suggestions for route adjustment was not considered by management is withdrawn based on route relief in another grievance.

11. 51-2006-MS26. Formal A. Documentation for street time deductions not provided by management within 7 days is withdrawn based on relief to the route on another grievance settlement.

12. 53-2006-MS24. Formal A. Improper 8 week timecard analysis is withdrawn due to route relief from another grievance settlement.

13. 53-2006-MS16. Informal A. Henceforth, Grievant will receive 40 minutes of router assistance daily. Future violations will result in monetary remedies.

14. 53-2005-MS46. Formal A. Grievant's FMLA request is sustained and all dates will be changed to reflect this settlement.

15. 53-2006-MS52. Informal A. Letter of Warning alleging poor attendance

is reduced to one year in OPF.

16. 51-2006-MS51. Formal A. Letter of Warning alleging AWOL is reduced to 3 months in OPF.

17. 53-2005-MS39. Informal A. Grievant's absences will be changed to correctly reflect FMLA.

18. 53-2006-MS3. Step B. Management failed to pay a Grievant timely for a prior grievance settlement. Resolved; Grievant will be paid by submitting another 1164. Escalating remedy will not be paid for this particular case. (Our local has achieved an escalating remedy reaching \$125.00 due to management failing to pay grievance settlements timely)

19. 51-2006-MS50. Step B. REMOVAL alleging OWCP fraud is rescinded.

20. 53-2006-MS56. Informal A. 7 DAY SUSPENSION alleging that the Grievant failed to get out of the vehicle to deliver mail to a box blocked by a car on a mounted route is reduced to a Letter of Warning and further reduced to 11 months and 13 days in OPF.

21. 51-2006-MS54. Informal A. Letter of Warning alleging poor attendance is reduced to 3 months in OPF.

22. 53-2006-MS056. Informal A. Letter of Warning alleging a failure to deliver an express piece by 12 noon is rescinded.

23. 53-2006-MS12. Step B. The OIC ordered a drug and alcohol test to this Grievant after a minor backing incident. Resolved; This was improper. Only the physician can order a drug and alcohol test based on the visual observation of the employee.

24. 53-2005-MS54. ARBITRATION. Same as number 31 under the Potomac Grievance Summaries.

25. 53-2005-MS52. ARBITRATION. Same as number 31 under the Potomac Grievance Summaries except this was for regulars working over 12 hours in a day.

26. 53-2005-MS40. Informal A. The absences will be changed to reflect FMLA coverage, thus, management will not cite these absences for discipline.

Vote & Know Your Rights

Mid term elections are right around the corner, with the very important issues of war and peace topping the bill. It is in all of our interests to get out and vote regardless of our party affiliation. Hopefully, we can attain a government that is both honest and effective, and willing to represent the interests of all the population, not just a select few. Make sure you get out and vote on November 7.

Our most recent communication from NALC President Bill Young regarding Postal Reform tells us that the Bush administration once again has scuttled this bill. The administration wanted to establish a three day waiting period for COP for workers injured on the job. Here are some of the key comments President Young made "few members of either the House or Senate ever received a final version of the bill...few members of the House would have known for sure what was actually in the bill". For those of you that don't know, this is the typical way of doing business in the Hastert/Frist Congress. We have had allies on both sides of the political aisle on this issue, yet the administration and their anti-worker allies in Congress (or is it just their do nothing allies) have managed to undercut this bill for quite some time now.

In other news, the NLRB, by a vote of 3 to 2 (the three being appointed by President Bush, the two by former President Clinton) voted to re-define who is eligible for union representation in a case involving nurses. The NLRB decision will redefine certain types of nurses as "management" - in other words they will no longer be eligible to be represented by their unions. The Chamber of Commerce is very happy with this decision, as are all the representatives of big business. The nurses however, are not. This is a real life consequence of people's vote.

More on COP (Continuation of Pay): It is imperative that workers begin to learn the basics of their rights in this area. One of the most important things to know is that you have 30 days to fill out a CA-1 following an accident. What exactly is the CA-1? It is defined in the EIM (545.111) as a traumatic injury - "a wound or other condition of the body caused by external force, including stress or strain. The injury must be identifiable by time and place of occurrence and member of body affected; it must be caused by a specific event or series of events or incidents within a single day" You should also be aware that you have 3 years to file a claim for an injury but "failure to give notice on Form CA-1 within 30 calendar days from the date of injury occurred will result in a loss of entitlement to COP" (EIM 542.112)

What does this mean in real language. If you're hurt on the job, you should report your injury immediately, but you actually have 30 days to report it and fill out a CA-1 which will allow you to be paid COP. After that, you can still report the injury for up to three years from the date of the injury, but you won't get Continuation of Pay.

Two more basic items for reports of injuries. FECA (Federal Employees Compensation Act) guarantees you the right to choose your initial physician (EIM 543.3). You might want to see our last issue regarding accepting treatment from the postal physicians. The other thing to remember is that if you decline to fill out a CA-1, management should provide the employee with a copy of a declination letter (EIM 543.1 & 2). This will ensure the documentation of your injury in case of future problems.



Mike Shawn

Editor, Branch 3825

*Turn out the lights,
the party is over...*

Amid all the concerns over fiscal responsibility to help keep the Postal Service afloat comes a report from the **Inspector General (I.G.)**. The report concerns the former Public Affairs Chief's (how ironic) alleged misconduct while in office over the past few years. According to the Washington Post (Federal Page - Monday September 18, 2006), Azeezaly S. Jaffer was accused of heavy drinking, sexual harassment and expense account chicanery. On top of that, Mr. Jaffer spent the summer on vacation on the Postal Service dime. According to the Post article, eleven days after the I.G.'s report, Mr. Jaffer left the Postal Service to pursue other interests. Mr. Jaffer, you can run but you sure can't hide!

What's going on here?

Let's see, \$100 bottle of wine, \$1,066.08 for dinner for three (yes that's 3 people) and running up \$8,000 in extra room charges so he could qualify for a suite with a bathtub for two. My man was living high on the Postal Service hog, baby. If there is a definition of expense account chicanery in Webster's dictionary then that be it. It begs the most pertinent question, how much of this is going on with other high ranking Management personnel??? Call me a skeptic but I believe that this type of behavior is prevalent because there is no one these people have to be accountable to. They basically have a blank check to spend money while we have to be watched by supervisors for every minute of work we do in the trenches. Something just isn't right there.

My problem with this is that the carriers are constantly pushed to save time and be more efficient during their workday. Be back by 5 o'clock and no penalty time or else! We are asked to participate in Customer Connect to help raise revenue for the company. All the while, the NP's (non-producers) of the Postal Service in upper management are out on an irresponsible spending spree for improvement of "public affairs". The Post article states Postmaster General Potter wrote

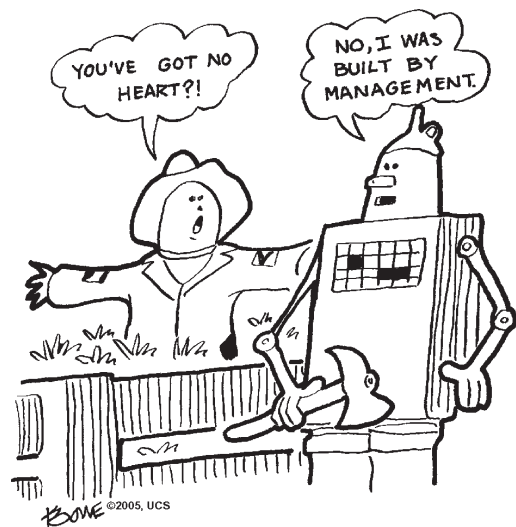
that Mr. Jaffer's efforts "were critical to maintaining public and employee confidence in the Postal Service and the mail". Forgive me for not having much confidence in a man who is abusing his position and drinking and carousing with no regard for public perception or the image of the Postal Service.

Mr. Jaffer was making an annual salary of **\$160,000 plus benefits and perks**. He didn't do squat compared to the workers in this organization to help public relations. The people, our customers (like it says on the back of our paychecks), want to trust and believe in our service. I do not forget how grateful many of them were to see us delivering mail during the most difficult of times such as the anthrax scare. Can you say public relations at it's finest?

Not surprisingly, Mr. Jaffer has his side of the story. He denies the allegations and has put out a white paper of 42 pages explaining his actions. I can only say that stories such as this one of expense account chicanery do nothing but help to destroy the public trust in the Postal Service. I left out the very serious allegations of sexual harassment. We all know how sensitive this issue is, especially with all the training service talks we have had. Soon he will be called to the carpet for some answers. Thanks for nothing Mr. Jaffer and good riddance!!

Dominick Lignelli

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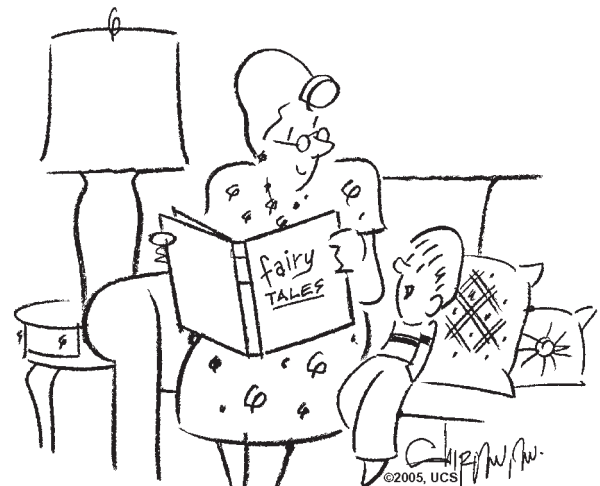


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NOVEMBER 2006

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 UNION MEETING union office day GREEN	2 BROWN	3 Pay Day 22 RED	4 RED
5 RED	6 BLACK	7 ELECTION DAY!! YELLOW	8 STEWARDS MEETING union office day BLUE	9 GREEN	10 BROWN	11 VETERANS' DAY HOLIDAY BROWN
12 BROWN	13 RED	14 BLACK	15 union office day YELLOW	16 BLUE	17 Pay Day 23 GREEN	18 GREEN
19 GREEN	20 BROWN	21 RED	22 union office day BLACK	23 THANKSGIVING DAY HOLIDAY YELLOW	24 BLUE	25 BLUE
26 BLUE	27 GREEN	28 BROWN	29 union office day EXECUTIVE BOARD MEETING RED	30 BLACK		



"If they wanted to live happily ever after, shouldn't they have organized a union?"