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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 level "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 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. We want to especially thank Don Huber, the Union advocate for this case and president of Branch 651 out of Annapolis, Maryland.

IN THE STRUGGLE,

Kenneth Lerch
President NALC 3825