

FORMAL STEP A RESOLUTION

UNION: NALC POST OFFICE: Rockville

UNION REP: Kenneth Lerch OFFICE/STATION: Twinbrook

GRIEVANCE # 53-08-KA16 MANAGEMENT REP: Barbara Hinton

GRIEVANT: Consandra McCallum DATE: June 6, 2008

As a result of our discussion on this date, it is mutually agreed that the above referenced grievance/dispute is resolved in accordance with the following:

Management violated numerous agreements of when it would be appropriate to require documentation for sick leave. Therefore, the Grievant is hereby awarded \$20.00 for her co-pay and \$14.50 for her mileage (29 miles) for a total lump sum payment of \$34.50.

This settlement is made in accordance with the language of Article 15 and the Dispute Resolution Process.

Kenneth Lerch  
Union Representative

Subordinate  
Management Representative

6-6-08  
Date

6-6-08  
Date

FORMAL STEP A RESOLUTION

UNION: NALC

POST OFFICE: Rockville

UNION REP: Kenneth Lerch

OFFICE/STATION: Potomac

GRIEVANCE # 54-08-LG21

MANAGEMENT REP: Sharon Maclin

GRIEVANT: Robert Weisner

DATE: May 22, 2008

As a result of our discussion on this date, it is mutually agreed that the above referenced grievance/dispute is resolved in accordance with the following:

Grievant called in sick March 24 and March 25, 2008. Grievant returned to work on March 25, 2008 and was told to get documentation for his absences for the two prior days. Therefore, the Grievant is hereby awarded \$15.00 for his co-pay and \$3.00 for mileage for a total lump sum payment of \$18.00.

This settlement is made in accordance with the language of Article 15 and the Dispute Resolution Process.

Kenneth Lerch

Union Representative

5-22-08

Date

Sharon Maclin

Management Representative

5-22-08

Date

**FORMAL STEP A RESOLUTION**

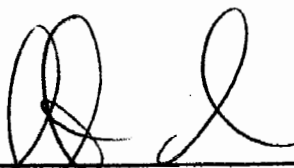
UNION: NALC POST OFFICE: Rockville  
UNION REP: Kenneth Lerch OFFICE/STATION: Main office  
GRIEVANCE #: 50-08-SL19 MANAGEMENT REP: Steve Shawn  
GRIEVANT: Winni Chan DATE: 3-8-08

As a result of our discussion on this date, it is mutually agreed that the above referenced grievance/dispute is resolved in accordance with the following:

Management violated numerous agreements of when it would be appropriate to require documentation for sick leave. Therefore, the Grievant is hereby awarded \$15.00 for her Co-pay on 2-1-08 and mileage \$9.70 (20 miles) for a total lump sum payment of \$24.70.

This settlement is made in accordance with the language of Article 15 and the Dispute Resolution Process.

Kenneth Lerch  
Union Representative  
3-8-08  
Date

  
Management Representative  
3-8-08  
Date



LABOR RELATIONS



RECEIVED

Mr. Vincent R. Sombrotto  
 President  
 National Association of Letter Carriers, AFL-CIO  
 100 Indiana Avenue, NW  
 Washington, DC 20001-2144

DEC 3 2002

CONTRACT ADMINISTRATION UNIT  
 N.A.L.C. WASHINGTON, D.C.

Re: Q98N-4Q-C 01090839  
 CLASS ACTION  
 Washington, DC 20001-9998

Dear Mr. Sombrotto:

We recently met in pre-arbitration discussion concerning the above referenced grievance. The issue is whether Publication 71, "Notice for Employees Requesting Leave for Conditions Covered by the Family and Medical Leave Act", violates the National Agreement by requiring "supporting documentation" for an absence of three days or less in order for an employee's absence to be protected under the Family and Medical Leave Act (FMLA).

After reviewing this matter, we agree that no national interpretive issue is presented. The parties agree to resolve the issue presented based on the following understanding:


The parties agree that the Postal Service may require an employee's leave to be supported by an FMLA medical certification, unless waived by management, in order for the absence to be protected. When an employee uses leave due to a condition already supported by an FMLA certification, the employee is not required to provide another certification in order for the absence to be FMLA protected.

We further agree that the documentation requirements for leave for an absence of three days or less are found in Section 513.361 of the Employee and Labor Relations Manual which states in pertinent part that:

*For periods of absence of 3 days or less, supervisors may accept the employee's statement explaining the absence. Medical documentation or other acceptable evidence of incapacity for work or need to care for a family member is required only when the employee is on restricted sick leave (see 513.39) or when the supervisor deems documentation desirable for the protection of the interests of the Postal Service.*

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case and remove it from the pending national arbitration listing.

  
 Douglas A. Tulino  
 Manager  
 Labor Relations Policies and Programs

  
 Vincent R. Sombrotto  
 President  
 National Association of Letter Carriers,  
 AFL-CIO

Date: 12-09-02

FORMAL STEP A RESOLUTION

UNION: NALC

POST OFFICE: Rockville

UNION REP: Kenneth Lerch

OFFICE/STATION: Pike Annex

GRIEVANCE # 52-07-SMS12

MANAGEMENT REP: Kathryn Harris

GRIEVANT: Shearly Shawn

DATE: September 21, 2007

As a result of our discussion on this date, it is mutually agreed that the above referenced grievance/dispute is resolved in accordance with the following:

From this point forward, management will comply with M-01474. Management will not require documentation for FMLA covered absences of three days or less unless the Postal Service deems the documentation necessary to protect the interests of the USPS. In those scenarios, management will comply with the spirit and intent of the agreements made during the Labor/Management meetings dated April 26, 2007 and October 26, 2006.

This settlement is made in accordance with the language of Article 15 and the Dispute Resolution Process.

Kenneth Lerch  
Union Representative

9-21-07  
Date

Kathryn Harris  
Management Representative

9/22/07  
Date

**Rockville Main office – Labor (NALC)-Management meeting - Minutes**  
**April 26, 2007**

The Labor-Management meeting for Rockville Main office was held on April 26, 2007 at Postmaster's Conference room. The following were present.

Management	Union
Kathryn N Harris, Postmaster	Kenneth Lerch, President
Jenny Thompson, Manager	Amy Campaign, V. President
Steve D Shawn, Manager	Dominick Lignelli, Steward
Sharon Maclin, Manager	Leslie Gaynair, Steward
Lennie Jones, (A) Manager	Michael Curley, Steward
Mellicent Richardson, (A) Manager	Sergio Lemus, Steward
S Nageshwaran, Supervisor	Michael Shawn, Steward
	Gregory Brooks, Steward

At first NALC agenda items were taken up for discussion.

**Union time:** Kenneth Lerch pointed out that in the last 10 years how grievances in excess of 1000 were handled, and how they had to seek escalating remedy when union time was not granted as per contractual provisions. He further pointed out how union worked out an arrangement with Lakhjit Dhemam, former OIC at Rockville, to bring down the grievances and avoid the escalating remedy. Since this problem was at Potomac, it was decided to move two Part-time Flexible carriers to Potomac effective 4/28/07 so that the two shop stewards at Potomac could be relieved for union time and catch up with all pending cases.

**Information Requests:** Union pointed out that of late the information requested by them is not furnished with in a reasonable time by the management. After deliberating on this issue it was mutually agreed to provide the information to the union with in 24 hours. Whenever it is not possible to let the Union and Postmaster know right away. Kathryn Harris advised the Station Managers to percolate this information to all supervisors and 204Bs without fail.

**Changing Color Coded Plastic Tags:** Union pointed out that employees are changing the color code plastic tags on curtailed mail at the instruction of the management. Kenneth Lerch stated that there were numerous settlements on this matter and it was wrong to do that. After listening to both union and other management representatives, Kathryn Harris requested the union to table this till the next meeting. In the meantime, it was decided that stewards would contact Kenneth Lerch and he in turn would contact Kathryn Harris whenever any color code cards are changed.

**Falsification of Clock rings:** Union brought to the attention of the members present that, of late, some supervisors are changing the clock rings without the knowledge of employees or advise the employees not to swipe the badge and input time favorable to management. Kenneth Lerch emphasized that it was a credibility issue, PS Form 1840-B issue, affects % to standard and hurts their cases for minor route adjustments. Kathryn Harris advised the Managers present to talk to their supervisors and 204Bs that any clock ring input done by them should be supported by PS Form 1260 from the employees. She said that if the supporting documentation (1260) is not there it is the supervisors' responsibility to answer any investigative agency / team. She accepted with union that it is a credibility issue and needed to be addressed immediately by the Station Managers.

**Working off the Clock:** After listening to the Union's complaint that some carriers were working off the clock, Kathryn Harris pointed out that it should be stopped. She suggested that Managers would advise their supervisors to monitor that and in the evening go around and check up on working carriers to see whether they are on or off the clock. Further, the union agreed to Kathryn Harris's point that carriers may not be allowed on the workroom floor to visit with other carriers working, if they have not yet hit the clock.

**Sick Leave and Evidence:** Kenneth Lerch brought to the management's attention that supervisors are still demanding documentation for every call ins, in spite of the clear understanding in the last Joint Labor-Management meeting held in October 2006 and the previous grievance settlement in 1993. Kathryn Harris advised Managers to carry the message to all supervisors and 204Bs to abide by the previous settlement. (Copy enclosed).

**5 Shelves will Hinder Productivity:** Kenneth Lerch pointed out that though Management had the right to introduce 5 shelves under Article 3, he requested not to introduce them since it would affect the productivity. Management said they would look into it. Kathryn Harris stated that 3-shelves cases would be eliminated.

**Separation of Collection Mail:** Union pointed out that the plant is insisting for separation of collection mail in 8 different ways and in Main office the time required to separate the collection mail was not built into inspection. They further stated that the mail collected from all businesses were so much that it would take a long time to sort them out and take them to plant. They were afraid that if insisted they might not reach plant on time to deliver the mail. Kathryn Harris said she would look into it and advise them. Some opinion existed that collection mail separations were allowed during inspection.

**Other Issues:** (1) Union wanted to know whether 204Bs are authorized to settle grievances based on past settlements. Kathryn Harris told that while she would encourage 204Bs to settle grievances at the lowest level she would not contemplate giving them blanket permission to do so especially when it involves monetary compensation. She would request them to check up with Station Managers before signing off on such settlements, just as the union bounces issues off their higher level officials.

(2) Union wanted to know whether FMLA rejections by the FMLA Coordinators could be settled as per previous Step B decisions. Management felt that each and every case need to be analyzed and cannot give a blanket permission to settle all cases. It was mutually agreed to hold a joint training on FMLA and the National Agreement/JCAM.

(3) As regards PTFs working beyond 11.50 hours and ODLs beyond 12.00 hours and over 60 hours in a week, it was mutually agreed to go by prior Step B decisions for the time being.

(4) With respect to equitable distribution of overtime once a week the Steward and Manager will meet to review equitability.

(5) Union pointed out that the Administrative Leave for the National Observance Mourning day is being refused in some offices. Management and Union agreed that it should be used within 6 months of the National Day of Observance or by the end of fiscal year (which is 9/30/07) which ever is later as per provisions of JCAM, paragraph 10 in page 10-24. However, management said that when employees request that leave before or after a holiday, they might not be able to accommodate.

Next Management's agenda items were discussed.

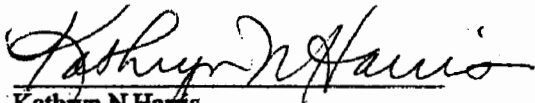
**Safety & Health – PEG- Safety Captains:** Kathryn Harris explained the importance of Safety Inspection and PEG. She explained how this year the VOE survey has an impact on the PEG score. She wanted the union to advise its members to participate in the VOE survey so that we could have a productive safe work environment. Union agreed to help management in this regard. The charts from WEBEIS showed historical response rate date for all of Rockville. The goal is to be at 73% favorable response rate to be successful in PEG.

**Casing Business DPS mail:** Kathryn Harris pointed out that in some offices she had observed the carriers casing the business DPS mail. She emphatically mentioned that it should be stopped with immediate effect.

**VPP:** Kathryn Harris sought the help of union to raise the PEG level to VPP level at Rockville. She outlined how with active involvement of all employees we could achieve that status in a year or two. Union lent their support to achieve this objective. Kenneth Lerch and Kathryn N Harris agreed to write a joint letter to the District to express our interest in becoming VPP certified.

**Food Drive:** Kathryn Harris outlined how management and union jointly organize the food drive for the benefit of the needy. However she said that work associated with that should be voluntary and not on clock. Union requested management to allow them to case the Food Drive cards for delivery. Management did not agree to that. In spite of that union wanted management to examine their request. The USPS lends its vehicles, gas, equipment and infrastructure to the effort and the food drive is not intended to "Cost" the USPS. Any 3996, for instance, Kathryn Harris stated shall not be approved for "Food Drive" reasons. Kathryn Harris reiterated that carriers get paid for delivering mail. It was agreed that carriers will clock off and do the sorting of food on the dock at the end of the day.

The meeting ended 1.30 p.m.



Kathryn N Harris  
Postmaster  
Management Representative



Kenneth Lerch  
President  
NALC Representative.

5-8-07

★ Attachments



**MINUTES OF THE JOINT LABOR (NALC) - MANAGEMENT MEETING- OCT 26, 2006**

Joint Labor-Management meeting between the representatives of Rockville Management and NALC Branch 3825 was held on October 26, 2006 at 9.30 a.m. in the Postmaster's Conference room at Rockville Post Office. The following were in attendance.

**Management**

Jack Felton, OIC  
Steve Shawn, Manager  
Jenny Thompson, Manager  
Sharon Maclin, Manager  
Ricky R Rucker, (A) Manager  
S Nageshwaran, Supervisor

**NALC**

Ken Lerch, President  
Amy Campaign, Vice President  
Dominick Lignelli, Steward  
Michael Shawn, Steward  
Leslie Gaynair, Steward  
Sergio Lemus, Steward

At the outset, Jack Felton welcomed Ms. Sharon Maclin to the Rockville team and introduced her to the members present.

The following agenda items were discussed in the meeting.

**Article 8.5G:** Jack Felton mentioned that he did raise a question about this article vis-à-vis the Window of Operation (6.30 to 6.00), advocated by the District, in the last meeting at the District. He felt that violation of this article should come down since he had instructed the Managers to monitor carriers' hours and utilize the ODL carriers effectively, the mail volume would be down and absences might be less. He also said that he would advise Managers to talk to their Supervisors about this and avoid any possible violations in future. He reiterated that he would enforce the Window of Operation (6.30 - 6.00). Union politely disagreed stating that it would be a violation of the provisions of Article 8 of the National Agreement.

**AWOL for EAL and Sick Leave requests:** Union pointed out that, of late, Supervisors are demanding documentary evidence for every call ins and put employee on AWOL status till that is produced. Union felt that was in violation of several settlements they had entered into in the past on the same subject. Management agreed with the union's observation and said that demanding documentary evidence would be on case to case basis keeping in mind the previous settlements. Jack Felton directed Managers to talk to their Supervisors and 204Bs about it. The earlier settlement indicated that Management would ask for documentation if: (1) the employee is on restricted sick leave, (2) the employee was given an undesirable task and then fell out sick, (3) the employee requested AL and it was disapproved and the employee called in sick on that day, (4) the employee has an obvious pattern of sick leave and (5) the employee was sick for more than 3 consecutive days.

## **Page 2-Joint Labor Management meeting**

**Grievance meetings:** While union understood the management's duty to get all the mail delivered timely, the frequent extensions and denial of steward time complicated the matter further. Management agreed that extensions should be only on extraordinary circumstances and would work with the union for reasonable steward time. Jack Felton advised Managers that such steward time should result in overtime he should be apprised and his prior approval is sought. The Union position is that union time cannot be denied because the steward is on overtime status.

**FFR scheduling on designated holidays:** Union pointed out that Management sometimes forced senior carriers to work on their holiday when full time flexible carriers were given off. Though it was not a violation of contract, as a courtesy, union wanted to know why management would do this. Management agreed that it was not in the best interest of USPS to force senior carriers to work on their designated holiday and let junior FFRs off.

**Color Code Cards:** Union pointed out that they got reports from their members about color code cards being changed by management during the course of the day. Management disagreed with that. They said they were not aware of it. However, Jenny Thompson pointed out that when the Mail Handlers had put a wrong color code (which did not synchronize with the last date of in home delivery date listed on it) she had instructed them to change. Jack Felton instructed Managers to discuss the color code policy with their staff and make sure they understand it. Management stated that all Supervisors would be instructed not to change the color codes on the mail to make it look like the mail was not delayed.

**Article 41.1C4:** Union pointed out in one instance the successful bidder was removed from her route and the T-6 was accommodated in her place on his day off. That was in violation of this article. Though such things do not happen frequently, they wanted management to cease and desist. Management agreed with the union.

**Article 1.6:** While Union agreed that in some emergency situations management may be permitted to deliver express mail pieces, of late, they found that express mail pieces are frequently delivered by management staff. Even some "DOA" express mail pieces are attempted by management staff besides laying out mail in carrier cases by violating this article. Union wanted management to cease and desist that practice. Management agreed to that.

**Delivering in the dark:** Jack Felton reiterated the need to bring in carriers back from the street by 17.00 hours by highlighting EXFC scores, Customer Service, Safety and 24 hour clock. Union wanted to know whether management could talk to the plant and get the mail earlier so that carriers could leave early and finish street assignment before dark. Jack Felton said management is already working on that and if necessary he would consider bringing ODL carriers and clerks early so that we could have an early last call to meet this objective.

**Page 3-Joint Labor Management meeting**

**Article 8 in the month of December:** Union contended that though POT is not in force in the month of December, ODL carriers need to be used to the maximum (12 hours) before Non-ODLs are required to work overtime on their assignment. Jack Felton said he would stick to the window of operation (6.30 - 6.00) and accommodate the union's request.

**Bulk rate mail with no apartment numbers on it:** Union and Management discussed different scenarios with regard to first class mail and standard mail. However, Jack Felton said that he had already sent an e-mail to Operations Support and awaiting their response. He said he would follow up on that matter.

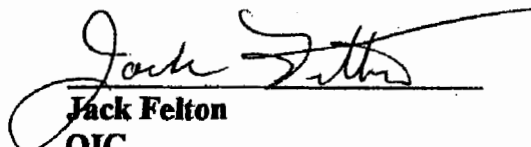
**Real Estate cards in flat tubs:** Union pointed out that real estate advertisement cards come mixed with flats in flat tubs. In most cases they are turned upside down. Rearranging and casing them takes a lot of time. Jack Felton said he would talk to the Plant and see if anything could be done about it. He also said to the Managers to make sure that carrier routed cards are not sent back to plant for processing in the flat sorter.


**Prime time vacation and Union Time:** Union wanted to know whether Management would block the entire week from the prime time calendar due to union conference or training. Jack Felton said that if it was a matter of one or two days in a week he would not block the week and would work with the union.

**Scan Points:** Jenny Thompson pointed out about the introduction of new scanner and adding scan points to routes. Since there was a disagreement about the number of scan points in a route, Jack Felton said he would find out the correct position.

**Potomac Day:** Jack Felton mentioned about the Potomac Day on 10/28/06 and possible closure of River Road around 10.00 a.m. He said he had made arrangements with the Plant to process Potomac's mail first and send them to the station by 7.30 a.m. He further said he would be bringing carriers on that day at 6.30 a.m. so that they all could leave the office around 9.00 -9.30 a.m. before the closure of the road.

**Goal - FY 2007:** Jack Felton reiterated that he would push for 17.00 hours for carriers return time, no carriers after 18.00 and reduction in POT.

  
**Jack Felton**  
OIC  
Rockville, MD 20850

  
**Kenneth Lerch**  
President, NALC, Br 3825  
10-30-06

## STEP TWO (2)

## GRIEVANCE RESOLUTION

Union	National Association of Letter Carriers	U. S. Postal Services
Union Rep	Kenneth Lerch	Management Rep Wayne Wilson
Grievant	Gwen Byrd-McNair	Office Pike.
Local Union	52-93-125	Date 12-9-93

As a result of our discussion this date, it is mutually agreed that the above cited grievance is resolved in accordance with the following:

Employees on limited duty will not be told to bring in evidence when they go to their doctor for an injury related appointment. Instead, they will bring in a completed CA-17 and provide it to their supervisor.

Mgmt will not require evidence for sick leave unless the condition falls under the purview of the following. ① The employee is on restricted sick leave. ② The employee was given an undesirable task and then fell out sick. ③ The employee requested AL, and it was disapproved, and the employee called in sick on that day. ④ The employee has an obvious pattern of sick leave, (like calling in sick on 7 Saturdays during the year.) The supervisor always has the option of not requiring evidence. ⑤ The employee was sick for more than 3 consecutive days. Gwen Byrd-McNair will be granted AL on \_\_\_\_\_  
Wayne Wilson  
 Union Representative

W. Wayne Wilson 12-9-93  
 Management Representative

FORMAL STEP A RESOLUTION

UNION: NALC POST OFFICE: Rockville

UNION REP: Kenneth Lerch OFFICE/STATION: Pike Annex

GRIEVANCE # 52-2007-MC47 MANAGEMENT REP: Kathryn Harris

GRIEVANT: Shearly Shawn DATE: September 21, 2007

As a result of our discussion on this date, it is mutually agreed that the above referenced grievance/dispute is resolved in accordance with the following:

From this point forward, management will comply with M-01474. Management will not require documentation for FMLA covered absences of three days or less unless the Postal Service deems the documentation necessary to protect the interests of the USPS. In those scenarios, management will comply with the spirit and intent of the agreements made during the Labor/Management meetings dated April 26, 2007 and October 26, 2006.

This settlement is made in accordance with the language of Article 15 and the Dispute Resolution Process.

Kenneth Lerch

Union Representative

9-21-07

Date

Kathryn Harris

Management Representative

9/22/07

Date

PRE-ARBITRATION SETTLEMENT AGREEMENT

Union: NALC Date: May 8, 2007  
Management Representative: Kathryn Harris  
Union Representative: Kenneth Lerch  
USPS Grievance #: K01N-4K-C 06254072  
Union Grievance #: 50-2006-DL40  
Grievant: Michael Faccone  
Office: Rockville, MD

As a result of our discussion on this date, it is mutually agreed that the above cited grievance is resolved in accordance with the following:

Grievant is hereby paid a lump sum of \$30.00 due to management requiring documentation for sick leave on August 18 and August 19, 2006.

By virtue of this full and final settlement agreement, this document shall also serve as the union's official notification to management that it is withdrawing the case from arbitration.

Kenneth Lerch  
NALC Representative & Date

5-8-07

Kathryn M Harris 5/8/07  
USPS Representative & Date

INFORMAL STEP A RESOLUTION

UNION: NALC POST OFFICE: Rockville

UNION REP: Sharyn M. Shaw OFFICE/STATION: Pike Annex

GRIEVANCE #: 52-05-SMS 5 MANAGEMENT REP: Pete Michalko

GRIEVANT: Javier Peralta DATE: 3-8-05

As a result of our discussion on this date, it is mutually agreed that the above referenced grievance/dispute is resolved in accordance with the following:

On 2-22-05 management asked Grievant Javier Peralta for documentation for calling in sick day after the Holiday. It was mutually agreed that management will pay the grievant Javier Peralta mileage from his house to the doctor office and back home (total mileage is 8 miles) and will be reimbursed \$15 co-pay.

Sharyn M. Shaw  
Union Representative

3-8-05  
Date

Pete Michalko  
Management Representative

3/8/05  
Date

GRIEVANCE RESOLUTION

UNION: NALC

POST OFFICE: Rockville

UNION REP: Kenneth Lerch

OFFICE/STATION: Derwood

GRIEVANCE # 55-04-KL7

MANAGEMENT REP: Lakhjit Dheman

GRIEVANT: Taisen Shah

DATE: March 31, 2004

As a result of our discussion on this date, it is mutually agreed that the above referenced grievance/dispute is resolved in accordance with the following:

Management required documentation for sick leave usage on March 19, 2004 in contravention to the Gene Frye and Phyllis Randles settlements on this issue (see attached). This documentation requirement also breached the agreements made at the Joint Contract Training on March 10, 2004 on this issue.

Grievant will be paid mileage to her physician and back home and will be reimbursed the ten dollar co-pay.

Kenneth Lerch

Union Representative

3-31-04

Date

Lakhjit Dheman

Management Representative

3/31/04

Date