

# UNITY



*Dare to Struggle, Dare to Win*  
2000 and 2002 National Award Winner for General Excellence

**BRANCH 3825**

Volume 28 #2 Spring, 2009

WE ARE ROCKVILLE, GERMANTOWN, GAITHERSBURG, GMF, CABIN JOHN & DAMASCUS

## Supervisor

## Removed From

## Position!



We recently received an arbitration decision that is one of the most important ever attained by our branch. Due to the unconscionable behavior of the supervisor out of the Diamond Farms unit, we initiated a grievance citing a violation of the JOINT STATEMENT ON VIOLENCE AND BEHAVIOR IN THE WORKPLACE. The grievance was sustained and the arbitrator wrote the following; "The Postal Service will reassign Mr. Aldana to a supervisor's position at another Post Office or any other position at another Post Office as it deems appropriate. Within three months of this decision, supervisor Aldana shall receive sensitivity training- training geared to learning how to proactively avoid words and actions that can be perceived as disrespectful or intimidating by others as well as training to only reflect the positions of the USPS and not his own personal positions or views, especially with regard to overtime." Great work to all the Shop Stewards involved (Hugh McElroy, Mathew Ackah, Chris lively, Chester Crews) and to our NALC arbitration advocate, Del Wilson!

An arbitration victory where the Union is successful in moving a supervisor out of their unit is extremely rare. In fact, this is the first time we have been triumphant (in arbitration) in the history of our branch. Even nationwide, a success like this is very uncommon. This supervisor had initiated a reign of terror against the Carriers at Diamond Farms for years. We endured hundreds of disciplinary actions and suspensions as well as the daily arguments and battles with this supervisor due to his improper conduct. But in the end it was his comment to Carrier, Mathew Ackah, when Mathew requested a 3996. The supervisor said to him "You have to go back and get your gun, that is what thieves use when they go out and steal." Again, I want to congratulate all the Shop Stewards who worked on this grievance for their terrific work and excellent testimony. GREAT JOB!!!!

The final results are in from the Interim Alternate Route Adjustment Process. I have been informed that we lost thousands of routes nationwide. We took a beating locally as well. We lost two routes at Derwood, two routes at Pike, one route at Potomac as well as 8 hours of router work, no routes at Twinbrook although we had just lost a router job(as a result

of a management initiated Special Inspection), no routes at the Rockville Main Office, one route and one auxiliary at Montgomery Village, four routes at Diamond Farms, two routes at the Gaithersburg Main Office, one route and one auxiliary at Germantown, a route turned into an auxiliary at Cabin John and we lost an auxiliary route at Damascus. Wow, that's a lot of jobs lost! We must take the sequenced mail to the street and stop casing it. We are losing all the time it takes to case this and we are not getting the extra time it would take to deliver this. We must stop loading our vehicles and parcels on office time. We must stop running into the office at the end of the day to clock onto office time and then go back to our trucks and unload and separate the outgoing mail. **WE ARE LOSING TIME BY WORKING LIKE THIS AND THAT MEANS LOSING JOBS!!** We are in the process of developing a flyer to hand to each Carrier to explain this so we don't get cheated out of our times during the next round of adjustments.

We recently had an arbitration case in Damascus that never should have gone to arbitration, but management left us no alternative. I faxed a 3 page Step B decision to our Shop Steward, Steve Thompson, at Damascus. This prompted a confrontational e-mail from the Damascus postmaster to me with copies to the MPOO and assistant MPOO informing me that I could not fax anything to the Shop Steward. The arbitrator wrote; Management violated the spirit and intent of Article 15 of the National Agreement. The arbitrator went on to write that the postmaster testified that she made the following settlement offer. "The Union may call and ask if they can use our Fax machine, but I will always say NO!" The arbitrator then wrote; Wow, that could hardly be termed a "good faith" attempt to resolve a dispute under Article 15 of the National Agreement. That says it all! Is it any wonder why we have so many problems and grievances and a National Intervention at this office of eleven Carriers?

The Shop Steward training held in Hagerstown, Maryland February 25 and 26 was the most advanced and, from everyone I talked to, best training ever received. Our NBA, Tim Dowdy and Regional Administrative Assistant, Vada Preston, did a fine job. Some of the training included Article 12 and withholding, pivoting and artificial undertime, protecting medical privacy, Stewards rights, FMLA, and the sick leave program. Over 100 Carriers participated in this advanced Steward training. Everyone had the opportunity to ask as many questions as they wanted. I like that format because you can learn from the other questions and answers.

Tim Dowdy announced that Hugh McElroy will become a Regional Administrative Assistant. Hugh is on our Executive

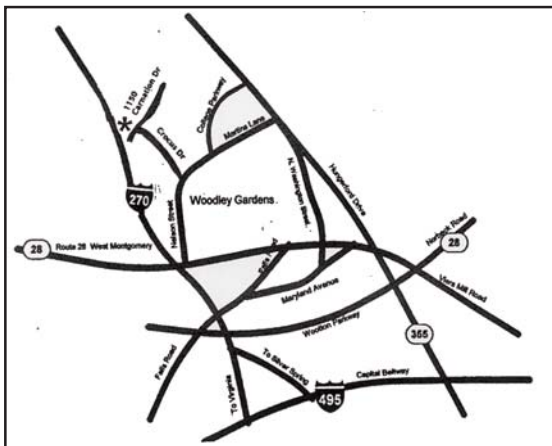
## OFFICERS

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**Trustee.....Chuck Clark**  
**Trustee.....Steve Klein**

*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

Board, is the Chief Shop Steward out of Diamond Farms and is the State President for the Maryland and DC State Association. His solid Union work will be missed by NALC Branch 3825, but he will now be able to help more Letter Carriers. Good luck Hugh, our loss will be other peoples gain! Tonya Detrick will replace Hugh as our State President and I believe she will do a great job. In fact, Tonya Detrick and Annette Taylor were complimented from the floor for the excellent job they are doing as our Step B representatives. They were given a standing ovation!

Please visit our web site set up by Union Brother Chuck Clark at ([WWW.NALC3825.COM](http://WWW.NALC3825.COM)). We are now getting 1000 hits a week! We have added important Step B and arbitration decisions and some contentions. You can also see the number of stops on each route and detailed colored maps for every route in the country. Chuck Clark has truly done a tremendous job on our web site!

IN THE STRUGGLE,

*Kenneth Lerch*  
 President NALC 3825

## Schedule of Union Meetings

**May 6**  
**June 3**  
**July 1**  
**August 5**

## THEY CONTINUE TO MANAGE US OUT OF BUSINESS



The intoxication of power and decision-making that management of the USPS has, is so consuming that they have lost sight of the mission of the organization. They must believe that their titles and positions give them the authority to violate the ethics, morals, and character that run through the veins of all honorable human beings. These beings fit right in with the values and beliefs of the previous ruling party of our great nation.

If the Potter posse really wanted to reduce costs, there are other avenues they could have taken besides the ones they did take. It is very honorable that Potter froze his salary and the salaries of the highest levels of the management team at headquarters. I just don't understand why he did so right after they received raises of 26% -40%. Hell, I would gladly take a temporary salary freeze after getting a raise like that.

In the March issue of the NALC Activist, an item shows that all indicators (volume, revenue, work hours, etc.) are down, except one. That is the ratio of supervisors per carrier. This number shows that there are fewer carriers per supervisor. Hint: there are too many supervisors. Keep in mind, I'm just a stupid letter carrier, but some things just don't make sense to me. All we keep hearing is that mail volume is way down, and we are losing billions of \$\$\$\$\$\$. Please explain to me why these beings are investing billions of dollars on new technology (FSS) that can allegedly process more mail, while at the same time they are closing processing plants due to declining mail volume. Management tries to rationalize their mistakes by playing the numbers game. Remember when collection mail had to be separated by metered & stamped because the metered did not have to be run through the big machine. Now they run it all together to get the numbers up. As you all know, they also take mail that is already in delivery order and run it through the machines to further increase the numbers and with that, their bonuses.

Another strategy that they took (which I mentioned in my previous article) was to save money by repeatedly violating

the contract, especially, but not limited to Article 8. By using this tactic they "saved" money by paying out from 200% to 400% the amount of money that it would have cost just by adhering to the contract. To further this error in judgment, the MPOO just issued a prohibition on working ODL carriers on their day off. This means that they are now flaunting the use of non-odl and work assignment carriers off their assignments. They are spitting in our faces, even though Bill Young agreed to the interim route abolishment. I'm glad we're working together.

A third "cost-reducing" policy the posse embraced was to deny grievances at the lowest levels so that maybe they could win one at a higher level. Oops, there goes Article 15. As I mentioned last time, I have been shown a copy of the minutes of a national NAPS (supervisors)-IG (Inspector General) meeting that states, "Our members are being directed by their superiors to violate national agreements resulting in pay to craft employees of overtime that they did not work. These cash settlements, in cross-craft and Article 8 violations are costing the Postal Service millions of dollars through contract violations and not having staffing where needed. Instead of saving money it is costing more money." Remember what Jerry Lane stated in his article from the Metro Leader. He wrote, "Our objective...is...do everything possible to preempt issues from becoming grievances in the first place. Compliance with the national agreements is the most significant preventive measure we can take." Actions speak louder than words, Jerry! Liars are not good leaders. PMG Jack Potter further spit in our faces with the following hollow rhetoric, "But one thing cannot change; our adherence to the provisions of our labor contracts. They are our word. They are our pledge to our employees." Many carriers reply to that statement with, "You lying piece of crap!" I guess that means that his pledge is worth nothing.

Another strategy the USPS uses, is the cut-your-own-throat strategy. This brilliant idea embraces the notion that you can save a nickel by losing a dollar. These beings are trying to reduce costs at the expense of service. Some examples of this are the reduction of lobby hours to make it more inconvenient for people to use our delivery services, the increase of express mail prices on Sunday, the buying of unsold houses (more on this later), and, as I previously mentioned, the waste of BILLIONS of dollars on FSS machines that process more mail, and, the shrinking of our cases to make casing take longer (they say faster). Why do we need FSS when they are crying that, "there is hardly any mail for us to deliver"? Another waste of money is the installing of GPS devices in the vehicles so they can watch our every move.

Looks to me like their infatuation with technology is needlessly draining us of money that could be used to further service. Here's another good one. My brother works in a high rise office building. The businesses send out heavy volumes of mail on a daily basis. The final pick-up of mail used to be 5:00 P.M. Without even notifying the patrons, the USPS moved the last pick-up to 10:00 A.M. One business that occupies 3 floors of the building told the post office that if they could not provide a later pick-up time, the business would use Fed Ex. The post office's reply was, we're doing you a favor, you should be taking that large volume of mail to the plant yourselves anyway. Now, back to the house issue that I mentioned earlier. Last fiscal year, the USPS spent \$37.6 million on "Residence Purchase and / or Sale/Lease". About \$15 million was used by Headquarter & Area staff. They account for less than 4,000 of the service's 632,000 employees, or .006%. A similar amount went to postmasters and supervisors. A large portion of what was left went to employees of the Inspection Service and the OIG. All this, while they are squeezing the hell out of the carriers and clerks.

Everyone knows that it is easy to criticize, but with that should come alternative ideas. Here are some of mine. Anyone with a logical mind knows that the costs per employee rise with the level of the position. When cutting costs, this concept is extremely important. Obviously, reducing the very top of the compensation chain will yield the most impressive results. We all know that we're top heavy, but let's skip down to the middle of the structure. Due to politics, or for other unspeakable reasons, everyone knows that there are too many postmasters. For example, within our branch there are 5 postmasters that Ken must deal with (Rockville, Gaithersburg, Germantown, Cabin John & Damascus). At least one postmaster makes a base salary of \$102,000. Three of these areas consist of only one office. One office has 2 routes (postmaster salary of \$62,000) and one has about 10. These positions could easily be consolidated. If 3 or 4 of these positions were abolished due to falling revenue, through an interim adjustment, the organization could save at least \$400,000- \$450,000 in pay and benefits. That's just in this area. I didn't even mention Washington Grove which is within Gaithersburg's boundaries. Other postmasters that could be considered for interim adjustment might be Burtonsville (to Silver Spring), and Sandy Springs, Ashton, and Spencerville (to Olney). If they applied this strategy nationally, the results would be gargantuan. The other day, our office got a visitor from the area office. He came to watch us to confirm that we were doing our jobs correctly. This is a duplication of supervisor duties. Why is it necessary to pay a voyeur over \$100,000 to watch us work?

Another totally radical, off-the-wall concept would be to let the individual offices or installations manage themselves for maximum efficiency purposes. That alone would save big \$\$\$\$\$. An added bonus would be to eliminate the need for the specialty "hit-teams", such as the sleeper team, the ubbm team, the identify mail at your case team, the Saturday closed business team, the yellow dot team, the after 5:00 team, the attendance team, the sick leave team, the 3996 team, the recycle team, the revised schedule team, and the tardy team, just to mention a few. Again, by cutting these leeches, humongous savings would be had.

The interim route adjustment program showed that in our district there are very few intelligent managers. The smart ones realized that abolishing too many routes would result in disaster. Most managers, though, tried to abolish as many, or more routes as their handlers requested. Many believe that the USPS is one of the most dysfunctional, corrupt, unethical organizations in America. The president of Branch 3 summarized it best, when he advised, "Come to work, do the best you can, work safely and perform all your duties like a professional....and expect the worst from management. It's the way they're trained and pressured into behaving."

On the positive front, we have allies in Congress who know and appreciate our predicament. The most important issue facing our existence is the financial situation that the economy and poor decision-making has put our organization in. Under current law, the Postal Service is required to pre-fund future retiree benefits at an annual cost of least \$5.5 billion for the next 8 years. That means that we must show a yearly profit of at least \$5.5 billion just to break even! No other business or organization in our country is required to do this. If the postal service were allowed to pay for retiree health benefits out of its Retiree Health Benefit Fund, instead of money from its operating budget, the service would have shown a \$1.6 billion profit in 2007, instead of a \$5.1 billion loss. This is what H. R. 22 would allow the USPS to do. This bill would save the postal service about \$3.5 billion a year for the next 8 years. Even with this break, the USPS would still be pre-funding future benefits at a higher rate than any company in America. This bill is not a bailout and does not use any taxpayer money. It allows the USPS to take money out of the fund that now holds \$32 billion. That money is just sitting there doing nothing. Call your representatives in Congress and encourage them to do the right thing. Act now, to wait, may be too late.

**Steve Klein**

20877

## ***THE NEW RULES OF THE ROAD***

**Mike Hotovy**



We've recently completed the interim route adjustments at the Diamond Farms Branch and, to be frank, it was messy...very messy. As a union representative for the adjustment process, I've taken my fair share of criticism, some deserved, some not. But I will say, given the circumstances including inaccurate recording of mail volume, incredibly short time constraints, lack of current documentation, and a difficult choice by our NALC President Bill Young to participate in these adjustments under such conditions, I made the best decisions I could at the time – agree or disagree.

But here's the scary part. Management is now talking about "Phase Two." Yes, they want to do it all over again...and soon. Don't ask me how they are justifying it, I don't have those answers yet. But what is obvious to me is that carriers need to know how changes to route adjustment procedures along with new management data programs affect their routes and their jobs. So here's some new rules of the road:

**Management is determining how many routes need to be eliminated by unit, not just by individual route.** This is really important for all of us to understand, so bear with me. Now that management has nearly instant access to all route data (volume, office time street time, etc) via DOIS, they are using that information to determine how much time each unit is taking to deliver the mail. After collecting the data for a few months, management averages the total time used by the unit per day, divides it by eight hours per route and, voila, now has the number of routes that unit should need to operate.

How does this affect you? Here's how. If you are a carrier or T-6 that cases boxholders or DPS, skips breaks and lunches or runs your assignment, you not only short your own route time, but the total hours for the unit as well. If too many carriers cut short their routes, in the long run, they may be lowering total unit hours and eliminating a job for a fellow carrier farther down the seniority list. If you flip the coin over and look at it the other way, you could be carrying mail "by the book" and lose your bid assignment because enough "runners" in the unit have eliminated the need for your route. Just like my first shop steward told me after I ran my route

on my first day, "Son, if we all ran like you, you wouldn't have this job."

**Do your route "by the book" - every day!** I know many of us nearly tear out our hair (or what's left of it) because we know how much more efficiently we could deliver mail left to our own devices. But if you are interested in protecting your job, do it their way. Take boxholders to the street, DPS to the street, third bundle on park and loop, multiple bundles on dismount and mounted routes...all of it. Just because no one is looking doesn't mean we should take shortcuts and potentially hurt ourselves and our fellow carriers by eliminating need for routes.

**Document, document, document...** If union reps have any chance of making decent adjustments, they need you to fill out the PS 3996 paperwork for overtime requests, every time you work overtime. If you curtail mail, fill out form PS 1571 and make a record. Trust me, it makes a difference. Three routes and two union jobs were saved during Diamond Farms' adjustments by challenging DOIS volume figures with documentation. And finally...

**Checks and balances.** I've had a hard time with President Young's decision to let management to use DOIS volume measurements in route adjustments. A bad precedent has been set, for now we have a situation where adjustments are made to routes based on mere management *estimates* of mail volume. How do we protect our interests in this circumstance? Just remember this:

**How much mail do we have? Pretty much what management says we do. How long will it take to deliver it? Pretty much as long as we say it takes.**

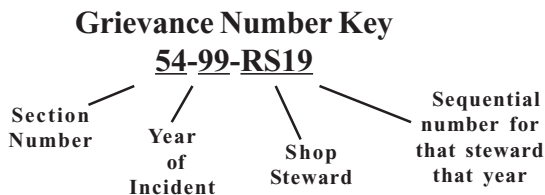
Give a fair day's work, and if you need overtime, fill out the paperwork and notify management by timely phone call if needed.

Branch 3825 President Ken Lerch always signs his missives with "In the struggle..." Struggle indeed! Letter carriers are in for a very difficult time. Phase Two interim route adjustments may be coming soon with further route adjustments when FSS arrives. Nationally, nearly 10,000 routes were eliminated during the first interim route adjustments, and management wants to eliminate more, much more. I know it looks bleak and negative office chatter can often get us down. So I'll keep what words of encouragement I can muster short and to the point. The NALC did not cause these route adjustments and abolishments, a horrible economy and declining mail volume did. Some very unpopular decisions by management and the union have been made to cope with these hard times. But we cannot allow our short term trepidation to shake our faith and resilience. This storm will pass. Let's stay strong, know our rights, and above all, stay united.

## Branch Stewards & Abbreviations

MC - Mike Curley .....	20852
SMS - Shearly McFadden Shawn .....	20852
MS - Mike Shawn .....	20851/53
LG - Les Gaynair .....	20854
KL - Ken Lerch .....	20852
GB - Greg Brooks .....	20854
SL - Sergio Lemus .....	20850
DE - Daniel Essome .....	20850
AC - Amy Campain .....	20874/76
KA - Kevin Abernathy .....	20853/51
TAP - Tom Preston.....	20874/76
SK - Steve Klein.....	20877
CC - Chuck Clark.....	20879/86
CB - Clay Baldwin.....	20879/86
HM - Hugh McElroy, Jr.....	20878
CCR - Chester Crews.....	20878

Alternate Stewards are Mark Hicks, Mathew Ackah, Ron Miranda & Chris Lively (Gaithersburg), Mike Butz (Germantown) & Bert Weisner (Potomac).



### **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 **282 GRIEVANCE SUMMARIES** ending March 27, 2009. Any grievances brought up to the Union Office after this date will appear in the next issue of Unity.

I want to thank all of the Shop Stewards for your continued great work!

IN THE STRUGGLE,

*Kenneth Lerch*

President NALC 3825

### DERWOOD

1. 55-09-SMS1. Informal A. From this point forward, the Grievant will not be instructed to curtail mail on his own route to create artificial undertime.

2. 55-09-SMS2. Informal A. Letter of Warning alleging poor attendance is reduced to six months in the Grievant's OPF.

### GERMANTOWN

1. 74-08-TAP52. Informal A. Grievant, a TE, is hereby paid mileage for driving between installations for six days (147 miles.)

2. 74-08-TAP40. Formal A. Management will cease and desist issuing discipline on the workroom floor.

3. 74-08-AC47. Formal A. Grievant is awarded 1.06 hours of guaranteed overtime (Article 8.8B).

4. 74-08-TAP64. Informal A. Grievant, a TE, is hereby paid mileage for driving between installations for 2 days (68 miles times .585 cents equals \$39.78.)

5. 74-08-TAP46. Formal A. Grievant, a TE, is hereby paid mileage for driving between installations (25.08 miles times .585 cents equals \$14.67.)

6. 74-08-TAP47. Informal A. Management will cease and desist any outbursts of anger directed at the Grievant.

7. 74-08-TAP84. Formal A. Management will treat Carriers who call back from the street with dignity and respect. Supervisor's will inform the carrier to carry the mail or bring the mail back to the Post Office. If the instruction is to carry the mail, inherent in that instruction is that the time used to carry the mail will be authorized, unless the Carrier does not have a reason for requesting the additional time. The following day, the supervisor may ask the Carrier why there was a need for additional time.

8. 74-08-TAP71. Formal A. **ESCALATING REMEDY**. Management violated Article 8 Section 5G (overtime rules). The two NON-ODL's are hereby awarded an additional 150 percent for a total of 1.52 hours and two ODL's are awarded a total of 1.52 hours of overtime.

9. 74-08-TAP70. Formal A. **ESCALATING REMEDY**. Management

violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 150 percent for 70 units and an ODL is awarded 70 units of overtime.

10. 74-08-TAP69. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The two NON-ODL's are hereby awarded an additional 150 percent for a total of 1.44 hours and two ODL's are awarded a total of 1.44 hours of overtime.

11. 74-08-TAP102. Formal A. Letter of Warning alleging a failure to follow a direct order is rescinded.

12. 74-08-TAP92. Formal A. Letter of Warning alleging a failure to lock the vehicle while delivering mail is reduced to a discussion.

13. 74-08-TAP90. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The 7 NON-ODL's are hereby awarded an additional 150 percent for a total of 4.92 hours and five ODL's are awarded a total of 4.92 hours of overtime.

14. 74-08-TAP103. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The 8 NON-ODL's are hereby awarded an additional 150 percent for a total of 6.58 hours and 7 ODL's are awarded a total of 6.58 hours of overtime.

15. 74-08-TAP104. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The 3 NON-ODL's are hereby awarded an additional 150 percent for a total of 3.58 hours and four ODL's are awarded a total of 3.58 hours of overtime.

16. 74-08-TAP89. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The 9 NON-ODL's are hereby awarded an additional 150 percent for a total of 9.49 hours and two ODL's are awarded a total of 9.49 hours of overtime.

17. 74-08-TAP94. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 150 percent for 73 units and an ODL is awarded 73 units of overtime.

18. 74-08-TAP88. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 150 percent for 1.12 hours and an ODL is awarded 1.12 hours of overtime.

19. 74-09-TAP02. Formal A. Management will make every effort to ensure overtime equitability and will post the end of quarter report in a timely manner.

20. 74-08-TAP108. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 150 percent for 1.25 hours and an ODL is awarded 1.25 hours of overtime.

21. 74-08-TAP107. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The 4 NON-ODL's are hereby awarded an additional 150 percent for a total of 3.62 hours and 3 ODL's are awarded a total of 3.62 hours of overtime.

22. 74-08-TAP106. Formal A. ESCALATING REMEDY. Manage-

ment violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 150 percent for 89 units and an ODL is awarded 89 units of overtime.

23. 74-09-TAP05. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The 9 NON-ODL's are hereby awarded an additional 150 percent for a total of 6.43 hours and 9 ODL's are awarded a total of 6.43 hours of overtime.

24. 74-08-TAP109. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The 13 NON-ODL's are hereby awarded an additional 150 percent for a total of 8.93 hours and 2 ODL's are awarded a total of 8.93 hours of overtime.

25. 74-09-TAP03. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The 7 NON-ODL's are hereby awarded an additional 150 percent for a total of 4.38 hours and 5 ODL's are awarded a total of 4.38 hours of overtime.

26. 74-08-TAP113. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The 2 NON-ODL's are hereby awarded an additional 150 percent for a total of 1.30 hours and 2 ODL's are awarded a total of 1.30 hours of overtime.

27. 74-08-TAP112. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The 5 NON-ODL's are hereby awarded an additional 150 percent for a total of 3.65 hours and 2 ODL's are awarded a total of 3.65 hours of overtime.

28. 74-08-TAP93. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

29. 74-08-TAP99. Informal A. The TE is hereby paid mileage for being sent to another installation (25.1 miles times .585 equals \$14.68).

30. 74-06-TAP32. Informal A. Management will give official discussions in private.

31. 74-06-TAP43. Informal A. Letter of Warning alleging 40 hours of AWOL is reduced to 6 months in OPF.

32. 74-08-TAP80. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

33. 74-08-TAP79. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

34. 74-08-TAP81. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

35. 74-08-TAP100. Informal A. The TE is hereby paid mileage for being sent to another installation (19.3 miles times .585 equals \$11.29).

36. 74-09-TAP06. Informal A. The TE is hereby paid mileage for being sent to another installation (19.3 miles times .585 equals \$11.29).

37. 74-08-TAP82. Informal A. Letter of Warning alleging a refusal to carry a bump is rescinded.

38. 74-09-AC1. Formal A. 7 DAY SUSPENSION alleging unauthorized overtime is rescinded.

39. 74-08-TAP91. Informal A. 7 DAY SUSPENSION alleging unauthorized overtime is rescinded.

40. 74-08-TAP101. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

41. 74-08-TAP85. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

42. 74-08-TAP87. Informal A. 7 DAY SUSPENSION alleging unauthorized overtime is rescinded.

43. 74-09-TAP14. Formal A. 7 DAY SUSPENSION alleging poor attendance is rescinded.

44. 74-09-MB1. Formal A. Letter of Warning alleging 8 hours of AWOL is reduced to 3 months in OPF and will only be cited as a prior element if similar in nature (no call/ no show).

45. 74-09-TAP17. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 150 percent for 81 units and an ODL is awarded 81 units of overtime.

#### MAIN OFFICE ROCKVILLE

1. 50-08-SL93. Formal A. The annual leave is hereby approved because management did not return the 3971 within 3 days.

2. 50-08-SL101. Informal A. The one hour of annual leave charged to the Grievant will be reimbursed and will be paid two hours of overtime.

3. 50-08-SL80. Informal A. The 8 hours of AWOL is hereby changed to 8 hours of LWOP.

4. 50-08-SL70. Informal A. Management will post the ODL log and the Carriers will have 14 days to grieve any equitability issues.

5. 50-08-SL64. Informal A. Grievant is hereby awarded an additional 50 percent for 6.63 hours due to management working him off the swing.

6. 50-08-SL49. Informal A. Management will not instruct the Grievant to limit her overtime request to 2 hours.

7. 50-08-DE006. Informal A. Management will provide the daily router assistance as stated on the reverse of the 1840.

8. 50-08-SL102. Informal A. Management will provide the Grievant with a copy of her 3996 upon request.

9. 50-08-SL91. Formal A. Grievant is awarded 2 hours of out of schedule overtime.

10. 50-08-SL110. Informal A. Management will provide the Grievant with a copy of his 3996 upon request.

11. 50-08-SL108. Informal A. Management will provide the Grievant with a copy of his 3996 upon request.

12. 50-08-SL104. Informal A. Management will provide the Grievant with a 3996 upon request.

13. 50-08-SL100. Informal A. Grievant will be provided an additional 50 units a day to update labels and sleeves on her route to be completed within 18 days.

14. 50-08-SL105. Informal A. Management will not instruct the Grievant to limit her overtime request to 2 hours.

15. 50-08-SL103. Informal A. Grievant is awarded 50 units of overtime due to management denying the Grievant the opportunity to complete her mark-up mail on the day in question.

16. 50-09-SL09. Informal A. REMOVAL alleging poor attendance is rescinded.

17. 50-08-SL68. Informal A. Management failed to pay the Grievant higher level pay when she opted for a higher level (T-6) assignment when it was vacant for 5 days or more. Management completed a 2240 immediately so we withdrew the grievance.

18. 50-09-SL22. Informal A. Letter of Warning alleging a failure to input the mileage into the scanner thus affecting the AVUS Report is rescinded.

19. 50-09-SL20. Informal A. Management failed to process the pay adjustment for a prior grievance settlement in a timely manner. Management then processed the 2240 immediately so we withdrew the grievance.

20. 50-09-SL23. Informal A. Management failed to process the pay adjustment for a prior grievance settlement in a timely manner. Management then processed the 2240 immediately so we withdrew the grievance.

21. 50-09-SL17. Formal A. The 1017-B entry (unauthorized overtime) for 17 units is hereby deleted from the Grievant's 1017-B log.

22. 50-09-SL12. Formal A. The 1017-B entry (unauthorized overtime) for 90 units is hereby deleted from the Grievant's 1017-B log.

23. 50-09-SL08. Formal A. The 1017-B entry (unauthorized overtime) for 18 units is hereby deleted from the Grievant's 1017-B log.

24. 50-09-SL07. Formal A. The 1017-B entry (unauthorized overtime) for 17 units is hereby deleted from the Grievant's 1017-B log.

25. 50-09-SL04. Formal A. The 1017-B entry (unauthorized overtime) for 25 units is hereby deleted from the Grievant's 1017-B log.

26. 50-09-SL14. Formal A. The 1017-B entry (unauthorized overtime) for 11 units is hereby deleted from the Grievant's 1017-B log.

27. 50-09-SL15. Formal A. The 1017-B entry (unauthorized overtime) for 16 units is hereby deleted from the Grievant's 1017-B log.

28. 50-09-SL18. Formal A. The 1017-B entry (unauthorized overtime) for 1.51 hours is hereby deleted from the Grievant's 1017-B log.

29. 50-09-SL01. Formal A. The 1017-B entry (unauthorized over-

time) for 79 units is hereby deleted from the Grievant's 1017-B log.

30. 50-09-SL16. Formal A. The 1017-B entry (unauthorized overtime) for 17 units is hereby deleted from the Grievant's 1017-B log.

31. 50-09-SL11. Formal A. The 1017-B entry (unauthorized overtime) for 22 units is hereby deleted from the Grievant's 1017-B log.

32. 50-09-SL02. Formal A. The 1017-B entry (unauthorized overtime) for 1.16 hours is hereby deleted from the Grievant's 1017-B log.

33. 50-09-SL03. Formal A. The 1017-B entry (unauthorized overtime) for 12 units is hereby deleted from the Grievant's 1017-B log.

34. 50-09-SL05. Formal A. The 1017-B entry (unauthorized overtime) for 41 units is hereby deleted from the Grievant's 1017-B log.

35. 50-09-SL06. Formal A. The 1017-B entry (unauthorized overtime) for 64 units is hereby deleted from the Grievant's 1017-B log.

36. 50-09-SL10. Formal A. The 1017-B entry (unauthorized overtime) for 1.70 hours is hereby deleted from the Grievant's 1017-B log.

37. 50-09-SL13. Formal A. The 1017-B entry (unauthorized overtime) for 10 units is hereby deleted from the Grievant's 1017-B log.

38. 50-09-SL19. Formal A. The 1017-B entry (unauthorized overtime) for 1.33 hours is hereby deleted from the Grievant's 1017-B log.

39. 50-09-SL32. Formal A. REMOVAL alleging a failure to report that the Grievant's license had been suspended is reduced to a 7 DAY PAPER SUSPENSION that will not be cited as a prior element in any subsequent discipline unless the charge in that subsequent discipline is for safety.

40. 50-09-DE002. Informal A. Letter of Warning alleging a safety infraction (vehicle slid sideways on ice and touched a mail receptacle) is reduced to a discussion.

41. 50-09-DE001. Informal A. Letter of Warning alleging a safety infraction (hit another vehicles mirror) is reduced to a discussion.

42. 50-09-SL34. Informal A. The 8 hours of AWOL (snow day) is hereby changed to 8 hours of paid sick leave.

43. 50-09-SL40. Informal A. Letter of Warning for having a backing accident is reduced to a discussion.

44. 50-09-SL43. Informal A. Letter of Warning alleging that the Grievant failed to scan three Delivery Confirmation mail pieces is rescinded. (Note\* The Grievant had asked for a Shop Steward at the PDI and management refused the request. This is a Weingarten violation. The discipline was rescinded because of this due process error.)

1. 52-2008-MC77. Informal A. The 12.81 hours of charged annual leave is hereby changed to 12.81 hours of sick leave.

2. 52-2008-MC54. Informal A. Grievant is awarded 50 cents for having to call back to the Post Office to notify management that he could not complete his assignment in the allotted time.

3. 52-2008-MC56. Informal A. Grievant is awarded 50 cents for having to call back to the Post Office to notify management that he could not complete his assignment in the allotted time.

4. 52-2008-MC62. Memorandum of Understanding. Grievant will be trained on how to enter auxiliary assistance into the ETC unit.

5. 52-2008-MC63. Memorandum of Understanding. Grievant will be provided time within two days to complete the Employee Survey.

6. 52-2008-MC53. Formal A. Grievant is awarded 50 cents for having to call back to the Post Office to notify management that he could not complete his assignment in the allotted time.

7. 52-2008-MC55. Formal A. Grievant is awarded 50 cents for having to call back to the Post Office to notify management that he could not complete his assignment in the allotted time.

8. 52-2008-MC57. Formal A. Grievant is awarded 50 cents for having to call back to the Post Office to notify management that he could not complete his assignment in the allotted time.

9. 52-2008-MC59. Memorandum of Understanding. Grievant will be provided a 3996 upon request and will be provided a copy of the 3996 upon request.

10. 52-2008-MC87. Formal A. Grievant is hereby awarded 4.66 hours of guaranteed overtime due to only working 3.34 hours on her nonscheduled day.

11. 52-2008-MC37. Formal A. The 11.65 hours of AWOL is hereby changed to 11.65 hours of paid sick leave.

12. 52-2008-MC89. Informal A. Grievant will be provided time to perform his pm office duties and to complete all forwardable and undeliverable mail daily.

13. 52-2008-MC61. Memorandum of Understanding. All parties will be courteous and professional when dealing with each other and will treat each other with dignity and respect.

14. 52-2008-MC96. Formal A. 4 hours of charged annual leave is hereby changed to 4 hours of court leave.

15. 52-2008-MC107A. Formal A. The 1.63 hours of AWOL is hereby changed to 1.63 hours of paid sick leave.

16. 52-08-SMS71. Informal A. Letter of Warning alleging poor attendance is reduced to three months in OPF.

17. 52-2009-MC4. Informal A. Letter of Warning alleging 8 hours of AWOL is reduced to 6 months in OPF.

18. 52-2009-MC1. Formal A. 7 DAY SUSPENSION alleging Improper Conduct on the street is reduced to a discussion.

19. 52-2009-MC6. Formal A. 14 DAY SUSPENSION for failing to call and report that the Grievant's vehicle slightly bumped into the back of a privately owned vehicle is reduced to a 7 DAY

SUSPENSION and further reduced from two years to one year in the Grievant's OPF. Management will not cite this 7 day suspension as a prior element in any subsequent discipline, unless the charge is for safety.

20. 52-2009-MC5. STEP B. Grievant is awarded 25.52 hours of overtime (\$922.17) due to inequitable distribution of overtime for quarter 4 of 2008.

21. 52-2009-MC9. Formal A. Letter of Warning alleging unauthorized overtime and missing two MSP scan points is reduced to 32 days in the Grievant's OPF.

#### TWINBROOK

1. 53-08-KA5. Formal A. The 8 hours of AWOL is hereby changed to 8 hours of LWOP.

2. 53-2008-MS77. Informal A. The 21 units charged to annual leave are hereby changed to guaranteed time.

3. 53-08-KA04. Formal A. The 8 hours of AWOL is hereby changed to 8 hours of paid sick leave.

4. 53-2008-MS112. Informal A. The supervisor hereby agrees to treat the Grievant with dignity and respect.

5. 53-09-KA2. Informal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 200 percent for one hour and an ODL is awarded one hour of overtime.

6. 53-09-KA1. Informal A. ESCALATING REMEDY. Management violated Article 8 Section 5F (overtime rules). The NON-ODL is hereby awarded an additional 75 percent for working past the restrictions in Article 8.5F (over 10 hours on a regularly scheduled day) plus a lump sum of \$30.00.

7. 53-2009-MS01. Informal A. Five ODL's are hereby awarded a total of 88 hours of overtime due to inequitable distribution of overtime.

8. 53-08-KA51. Formal A. Management will ensure that the supervisor maintains an atmosphere of dignity and respect.

9. 53-09-KA4. Formal A. The Full-time regular is hereby awarded 8 hours of Administrative Leave due to management forcing him to work his designated holiday without working all of the PTF's and TE's 11 and a half hours.

10. 53-09-KA5. Informal A. 7 DAY SUSPENSION alleging 8 hours of AWOL is reduced to a Letter of Warning and further reduced to 6 months in OPF and will not be cited as a prior element unless similar in nature (AWOL.)

#### DAMASCUS

1. 72-08-ST86. Step B. The TE is hereby paid 4 hours of straight time pay. (Management failed to pay the 4 hour guarantee and then lied about the TE being scheduled to work.)

2. 72-08-ST85. Informal A. The ODL's are hereby paid 1.08 hours of overtime, 1.57 hours of overtime, 1.58 hours of overtime and 2 hours of overtime due to an Article 8 violation.

3. 72-08-64ST. Formal A. The TE is hereby paid mileage at .585 cents per mile for being sent to another installation to carry mail.

4. 72-09-AC5. Informal A. Management will provide information requested by the Union within 24 hours.

5. 72-09-AC4. Informal A. Management will provide information requested by the Union within 24 hours.

6. 72-09-AC3. Informal A. Management will provide information requested by the Union within 24 hours.

7. 72-09-AC2. Informal A. Management will provide information requested by the Union within 24 hours.

8. 72-09-AC1. Informal A. Management will provide information requested by the Union within 24 hours.

9. 72-08-47ST. PRE-ARBITRATION. Management was writing DOIS numbers all over the Carriers 3996's when disapproving overtime. Resolved; DOIS information will not be written on form 3996.

10. 72-08-ST93. Formal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

11. 72-09-ST23. Formal A. Due to management repeatedly denying Union time and forcing the Shop Steward to write grievances off the clock, the Shop Steward of Damascus is hereby awarded 2 hours of pay.

12. 72-09-ST22. Formal A. Due to management repeatedly denying Union time and forcing the Shop Steward to write grievances off the clock, the Shop Steward of Damascus is hereby awarded 4 hours of pay.

13. 72-09-AC12. Informal A. Management will cease and desist failing to meet at Informal A and/or Formal A.

14. 72-09-AC13. Informal A. Management will cease and desist failing to meet at Informal A and/or Formal A.

15. 72-09-AC8. Informal A. Management will cease and desist failing to meet at Informal A and/or Formal A.

16. 72-09-AC7. Informal A. Management will cease and desist failing to meet at Informal A and/or Formal A.

17. 72-09-AC9. Informal A. Management will cease and desist failing to meet at Informal A and/or Formal A.

18. 72-09-AC10. Informal A. Management will cease and desist failing to meet at Informal A and/or Formal A.

19. 72-09-AC11. Informal A. Management will cease and desist failing to meet at Informal A and/or Formal A.

20. 72-08-41ST. ARBITRATION. Management did not violate the contract when they refused to permit a transfer into Damascus or hire a PTF for a residual vacancy even though the office has no unassigned regulars or PTF's and at the time were not under withholding. Management has the right to allow route 8 to remain vacant.

21. 72-09-ST11. Step B. Management is directed to cease and desist instructing Carriers to leave their trays on their case and clock out without performing all of their pm office duties.

22. 72-09-ST10. Step B. Management is directed to cease and desist instructing Carriers to leave their trays on their case and clock out without performing all of their pm office duties.

23. 72-08-AC15. ARBITRATION. The Union faxed the Shop Steward a 3 page Step B decision and the Postmaster wrote a letter to the MPOO and the Union ordering them not to fax anything to the Shop Steward. Resolved; Sustained in part and denied in part. Management violated the spirit and intent of Article 15 of the National Agreement. However, the fax is not an extension of the phone lines (Article 41 Section 3H.) The arbitrator wrote the following; The Postmaster testified that she made the following settlement offer. "The Union may call and ask if they can use our Fax machine, but I will always say NO!" The arbitrator then wrote; Wow, that could hardly be termed a "good faith" attempt to resolve a dispute under Article 15 of the National Agreement. (Note\* That says it all!!!)

#### DIAMOND FARMS

1. 78-08-CFC17. ARBITRATION. Super important decision! Due to unacceptable behavior by the supervisor, the grievance is sustained. The Postal Service will reassign Mr. Aldana to a supervisor's position at another Post Office or any other position at another Post Office as it deems appropriate. Within three months of this decision, supervisor Aldana shall receive sensitivity training- training geared to learning how to proactively avoid words and actions that can be perceived as disrespectful or intimidating by others as well as training to only reflect the positions of the USPS and not his own personal positions or views, especially with regard to overtime. (Great work to all the Shop Stewards involved and to our advocate, Del Wilson!)

2. 78-07-HM03. Informal A. The 8 hours of annual leave is hereby changed to 8 hours of Administrative Leave.

3. 78-07-HM18. Informal A. The leave to attend the Union training session is hereby approved.

4. 78-07-HM17. Informal A. The leave to attend the Congressional Breakfast is hereby approved.

5. 78-08-HM60. Formal A. Management will treat the Grievant with dignity and respect.

6. 78-08-HM115. Formal A. The Grievant's request for two weeks of annual leave is hereby approved.

7. 78-07-HM147A. Informal A. The week of annual leave is hereby approved because management failed to return the leave slip timely.

8. 78-07-HM06. Informal A. The ODL is awarded one hour of overtime due to an Article 8 violation.

9. 78-07-HM08. Formal A. Grievant is hereby awarded 22 hours of out-of-schedule overtime.

10. 78-07-HM19. Informal A. The leave to attend the State Convention is hereby approved.

11. 78-08-HM22. Formal A. 14 DAY SUSPENSION for leaving the satchel at the apartment boxes while delivering a parcel downstairs is rescinded.

12. 78-08-HM41. Formal A. Letter of Warning alleging that the Grievant scanned 16 pieces of express mail at 11:00am is rescinded.

13. 78-08-HM15. Formal A. Letter of Warning alleging a misde-

livery is rescinded.

14. 78-08-HM12. Formal A. Letter of Warning alleging a refusal to sign a late slip (PS 3971) immediately is rescinded.

15. Formal A. This is ten grievances rolled into one grievance settlement. Management violated Article 8 Section 5G (overtime rules). The 9 NON-ODL's are hereby awarded an additional 75 percent for a total of 20.50 hours and 13 ODL's are awarded a total of 20.50 hours of overtime.

16. 78-08-HM20A. Formal A. The 6.50 hours of AWOL is hereby changed to 6.50 hours of LWOP.

17. 78-08-HM20. Formal A. The 1.50 hours of AWOL is hereby changed to 1.50 hours of LWOP.

18. 78-08-HM14. Formal A. The 1.10 hours of AWOL is hereby changed to 1.10 hours of LWOP.

19. 78-08-HM86. Formal A. From this point forward, management will provide the information requested for article 8 grievances.

20. 78-08-HM84. Formal A. From this point forward, the Grievant and the steward will be able to meet within the tour of duty.

21. 78-08-HM85. Formal A. From this point forward, the steward will be able to write the grievance on the clock.

22. 78-08-HM49. Formal A. From this point forward, the steward will be provided time on the clock to investigate grievances and conduct interviews.

23. 78-08-HM63. Formal A. From this point forward, the Work Assignment Carrier will be allowed to work the overtime on their assignment.

24. 78-08-HM21. Formal A. The 5.00 hours of AWOL is hereby changed to 5.00 hours of LWOP.

25. 78-08-HM10. Formal A. Letter of Warning alleging a misdelivery is rescinded.

26. 78-08-HM09. Formal A. Letter of Warning alleging poor attendance is rescinded.

27. 78-08-HM87. Formal A. The 8.00 hours of AWOL is hereby changed to 8.00 hours of LWOP.

28. 78-08-HM77. Formal A. The 3.25 hours of AWOL is hereby changed to 3.25 hours of LWOP.

29. 78-08-HM76. Formal A. From this point forward, the Grievant will receive a 3996 upon request.

30. 78-08-HM67. Formal A. The 8.00 hours of AWOL is hereby changed to 8.00 hours of LWOP.

31. 78-08-HM59. Formal A. The 1.31 hours of AWOL is hereby changed to 1.31 hours of LWOP.

32. 78-08-HM30A. Formal A. The 24.00 hours of AWOL is hereby changed to 24.00 hours of LWOP.

33. 78-08-HM27. Formal A. The 96.00 hours of AWOL is hereby changed to 96.00 hours of LWOP.

34. 78-08-HM11. Formal A. Letter of Warning alleging poor attendance is rescinded.
35. 78-08-HM200. PRE-ARBITRATION. REMOVAL alleging unacceptable conduct is reduced to a Last Chance Settlement with no back pay.
36. 78-08-HM202. PRE-ARBITRATION. Management took the position that they could not accept a request made by the Shop Steward (to the immediate supervisor) to interview an OIG agent. Resolved; Henceforth, Shop Stewards will notify their immediate supervisor of the need to interview an OIG agent and the supervisor will coordinate the interview of the OIG agent as expeditiously as possible.
37. 78-08-HM104. Formal A. 7 DAY SUSPENSION alleging repeated, very loud talking in the office is reduced to a Letter of Warning and further reduced to six months in OPF.
38. 78-08-HM126. Formal A. Henceforth, the Postal Service will make available to the Union/Shop Steward all relevant information necessary for collective bargaining or the enforcement, administration or interpretation in accordance with Article 17 Section 3 of the National Agreement. Such request shall not be unreasonably denied.
39. 78-08-HM124. Formal A. Henceforth, the Postal Service will make available to the Union/Shop Steward all relevant information necessary for collective bargaining or the enforcement, administration or interpretation in accordance with Article 17 Section 3 of the National Agreement. Such request shall not be unreasonably denied.
40. 78-08-HM114. Formal A. Henceforth, the Postal Service will make available to the Union/Shop Steward all relevant information necessary for collective bargaining or the enforcement, administration or interpretation in accordance with Article 17 Section 3 of the National Agreement. Such request shall not be unreasonably denied.
41. 78-08-HM111. Formal A. Henceforth, the Postal Service will make available to the Union/Shop Steward all relevant information necessary for collective bargaining or the enforcement, administration or interpretation in accordance with Article 17 Section 3 of the National Agreement. Such request shall not be unreasonably denied.
42. 78-08-HM110. Formal A. Henceforth, the Postal Service will make available to the Union/Shop Steward all relevant information necessary for collective bargaining or the enforcement, administration or interpretation in accordance with Article 17 Section 3 of the National Agreement. Such request shall not be unreasonably denied.
43. 78-08-HM108. Formal A. Henceforth, the Postal Service will make available to the Union/Shop Steward all relevant information necessary for collective bargaining or the enforcement, administration or interpretation in accordance with Article 17 Section 3 of the National Agreement. Such request shall not be unreasonably denied.
44. 78-08-HM105. Formal A. Henceforth, the Postal Service will make available to the Union/Shop Steward all relevant information necessary for collective bargaining or the enforcement, administration or interpretation in accordance with Article 17 Section 3 of the National Agreement. Such request shall not be unreasonably denied.
45. 78-08-HM103. Formal A. Henceforth, the Postal Service will make available to the Union/Shop Steward all relevant information necessary for collective bargaining or the enforcement, administration or interpretation in accordance with Article 17 Section 3 of the National Agreement. Such request shall not be unreasonably denied.
46. 78-08-HM101. Formal A. Henceforth, the Postal Service will make available to the Union/Shop Steward all relevant information necessary for collective bargaining or the enforcement, administration or interpretation in accordance with Article 17 Section 3 of the National Agreement. Such request shall not be unreasonably denied.
47. 78-08-CFC25. Formal A. Management will cease and desist from instructing Carriers to drop their trays and clock off in the pm. Section 441 of the M-41 handbook will be complied with. Carriers will be given the opportunity to clear their accountable mail, separate missorts, missents and all undeliverable mail, place empty equipment in the designated area and take their wash-up time as specified in the LMU.
48. 78-08-CFC23. Formal A. Management will cease and desist from instructing Carriers to drop their trays and clock off in the pm. Section 441 of the M-41 handbook will be complied with. Carriers will be given the opportunity to clear their accountable mail, separate missorts, missents and all undeliverable mail, place empty equipment in the designated area and take their wash-up time as specified in the LMU.
49. 78-09-MA01. Formal A. Management will cease and desist from instructing Carriers to drop their trays and clock off in the pm. Section 441 of the M-41 handbook will be complied with. Carriers will be given the opportunity to clear their accountable mail, separate missorts, missents and all undeliverable mail, place empty equipment in the designated area and take their wash-up time as specified in the LMU.
50. 78-08-CFC13. Formal A. Letter of Warning alleging unauthorized overtime is reduced to 3 months in OPF.
51. 78-07-CFC-06A. Formal A. Letter of Warning alleging tardiness is reduced to 3 months in OPF.
52. 78-07-CFC-06. Formal A. Letter of Warning alleging tardiness is reduced to 3 months in OPF.
53. 78-08-HM139. Formal A. Letter of Warning for bringing mail back to the Station when the Grievant could not complete the assignment in the allotted time is rescinded.
54. 78-08-HM113. Formal A. Letter of Warning alleging unauthorized overtime is rescinded.
55. 78-08-HM118. Formal A. 7 DAY SUSPENSION alleging unauthorized overtime is rescinded.
56. 78-08-HM109. Formal A. Letter of Warning alleging unauthorized overtime is rescinded.
57. 78-08-CFC14. Formal A. Letter of Warning for bringing mail back to the Station when the Grievant could not complete the assignment in the allotted time is rescinded.
58. 78-08-HM159. Formal A. Letter of Warning alleging 8 hours of AWOL is rescinded.

59. 78-09-HM01. Formal A. The supervisor hung up on the Grievant four times in the last month when the Grievant called back to inform management that he could not complete the assignment in the allotted time. The supervisor also got right up in the Grievant's face on the dock challenging the Grievant's late return to the office. The Grievant said "don't hit me" and the supervisor said "shut up, if I wanted to hit you I would kick your ass." Resolved; The parties will revisit this issue within 4 weeks to assure no other incidents have occurred. Should another incident arise, the Intervention Team at the District will conduct a full and complete investigation.

60. 78-08-HM125. Formal A. Henceforth, management will meet at Informal A of the grievance procedure.

61. 78-08-HM123. Formal A. Henceforth, management will meet at Informal A of the grievance procedure.

62. 78-08-CFC12. Formal A. Letter of Warning alleging a failure to call back to the Post Office when the Grievant realized that he could not complete the assignment in the allotted time is reduced to a discussion.

63. 78-07-HM02. Informal A. Grievant is awarded 16 hours of annual leave to be used at her discretion.

64. 78-08-CFC19. Formal A. Letter of Warning alleging a Delivery Confirmation piece scanned as delivered instead of attempted is reduced to a discussion.

65. 78-08-CFC10. Formal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

66. 78-08-CFC21. Formal A. Letter of Warning alleging a Delivery Confirmation piece scanned improperly is reduced to a discussion.

67. 78-08-CFC20. Formal A. Letter of Warning alleging a failure to deliver express mail by 12 noon (12:13pm) is reduced to a discussion.

68. 78-08-HM104. Formal A. Letter of Warning alleging a failure to report an injury immediately is reduced to a discussion.

69. 78-07-HM159. Formal A. 7 DAY SUSPENSION alleging 8 hours of AWOL is rescinded and the 8 hours of AWOL is changed to 8 hours of LWOP.

70. 78-09-MA03. Formal A. Letter of Warning alleging that the Grievant failed to scan the express mail piece as "arrived to the unit" and failed to deliver the express mail by 12 noon (12:24pm) is rescinded.

#### INSTALLATION-WIDE ROCKVILLE

1. IW-08-KL11. PRE-ARBITRATION. The PTF cited by the union met the criteria of the Memorandum of Understanding concerning maximization/Full-time Flexible. The senior PTF is hereby converted to a Full-time Flexible.

2. IW-09-KL01. PRE-ARBITRATION. The PTF cited by the union met the criteria of the Memorandum of Understanding concerning maximization/Full-time Flexible. The senior PTF is hereby converted to a Full-time Flexible.

3. MEMORANDUM OF UNDERSTANDING. Each week a supervisor and the Chief Shop Steward, or designee, will meet in an

effort to make the ODL list equitable. A copy of the ODL log will be provided to the Shop Steward each week and the Shop Steward will sign that the ODL log was received (and discussed the findings with the supervisor on a weekly basis.) This agreement is a good-faith effort to work towards equitable distribution of overtime and does not imply that weekly meetings have resulted in ongoing equity during the calendar quarter and will not be cited as such.

#### MONTGOMERY VILLAGE

1. 79-09-CB234. Step B. Management violated the contract when they refused to allow a Shop Steward designated under Article 17 Section 2B to represent another Carrier at another unit (within Gaithersburg) during a PDI. Management will cease and desist.

2. 79-09-CC900. Formal A. When a Carrier changes their NS day with another Carrier within their T-6's string of routes the T-6 will work this revised schedule as well. When a Carrier exchanges his/her NS day with a Carrier outside of their T-6's string of routes or with no other Carrier, the T-6 will work their route as scheduled in their prescribed sequential order. The Carrier(s) initiating the change of schedule outside their T-6's string or with no other Carrier may be assigned work other than their bid assignment on their requested revised schedule day.

3. 79-09-CC902. Formal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to 3 months in the Grievant's OPF and will not be cited as a prior element unless the charge in the subsequent discipline is for leaving a sleeper in the case.

4. 79-09-CC903. Formal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to 3 months in the Grievant's OPF and will not be cited as a prior element unless the charge in the subsequent discipline is for leaving a sleeper in the case.

#### POTOMAC

1. 54-08-LG91. 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. Also, the 3.60 hours of AWOL is hereby changed to 3.60 hours of paid sick leave.

2. 54-08-LG96. Informal A. Letter of Warning alleging unauthorized overtime is reduced to 6 months in OPF.

3. 54-08-LG95. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

4. 54-08-GAB22. Formal A. Management will add 8 hours of annual leave to the Grievant's leave balance.

5. 54-08-LG40. Formal A. Grievant is hereby paid 50 units for being sent home because he was out of proper uniform when other Carriers were not sent home for being out of uniform.

6. 54-08-LG74. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

7. 54-08-LG71. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

8. 54-08-LG41. Informal A. Letter of Warning alleging a failure to scan two Delivery Confirmation parcels is reduced to a dis-

cussion.

9. 54-08-LG72. Informal A. Letter of Warning for taking lunch at the Post Office (unauthorized location) and after 1800 (on penalty pay time) is rescinded.

10. 54-08-LG10. Informal A. Grievant, a T-6 Work Assignment Carrier, is hereby paid 1.10 hours of overtime due to an ODL working overtime on his swing.

11. 54-08-LG20. Informal A. Grievant will be treated with dignity and respect when calling back to notify management that he cannot complete his assignment in the allotted time.

12. 54-08-RW24. Informal A. Grievant, a T-6, is hereby paid 69 units of penalty pay because management did not allow the Grievant to work at least 8 hours on one of the routes on her swing.

13. 54-08-RW26. Informal A. Management will allow 9 Carriers off on annual leave instead of 8 for three weeks in September of 2009.

14. 54-08-RW32. Informal A. The ODL is hereby paid an additional 59 units of overtime due to an Article 8 violation.

15. 54-08-RW33. Informal A. The ODL is hereby paid an additional 80 units of overtime due to an Article 8 violation.

16. 54-08-RW12. Informal A. Management will post the overtime equitability log within ten days of this signoff and the Carriers will have 14 days to file an equitability grievance. Management will properly post the overtime equitability tracking log at the end of each quarter.

17. 54-08-RW22. Informal A. Management will pay the Grievant for this grievance settlement within three pay periods or a \$25.00 penalty will occur.

18. 54-08-RW27. Informal A. The ODL is hereby paid an additional 11 units of overtime due to an Article 8 violation.

19. 54-08-RW28. Informal A. The ODL is hereby paid an additional 76 units of overtime due to an Article 8 violation.

20. 54-08-RW29. Informal A. The ODL is hereby paid an additional 12 units of overtime due to an Article 8 violation.

21. 54-08-RW30. Informal A. The two ODL's are hereby paid a total of 71 additional units of overtime due to an Article 8 violation.

22. 54-08-RW23. Informal A. Grievant, a T-6, is hereby paid 1.31 hours of penalty pay because management did not allow the Grievant to work at least 8 hours on one of the routes on her swing.

23. 54-08-RW63. Informal A. The two ODL's are hereby paid a total of 85 additional units of overtime due to an Article 8 violation.

24. 54-08-RW62. Informal A. The two ODL's are hereby paid a total of 1.33 hours of additional overtime due to an Article 8 violation.

25. 54-08-RW17. Informal A. The 8 hours of AWOL is hereby changed to 8 hours of paid sick leave.

26. 54-08-RW18. Informal A. The instruction to clock out to lunch and in from lunch while on street time is rescinded. Employees are only required to clock out and in to lunch when on office time.

27. 54-08-RW20. Informal A. The ODL is hereby paid an additional 59 units of overtime due to an Article 8 violation.

28. 54-08-RW21. Informal A. Management will talk to the Grievant in a respectful and professional manner when the Carrier calls back to notify management that he cannot make it back in the allotted time.

29. 54-08-RW05. Informal A. The 8 hours charged to annual leave is hereby changed to 8 hours of holiday pay. On another date, the 8 hours of AWOL is hereby changed to 8 hours of FMLA/annual leave and on another date the 8 hours of LWOP is hereby changed to 8 hours of annual leave.

30. 54-08-RW25. Formal A. Grievant hereby receives a week of annual leave of her choice due to an LMU violation.

31. 54-08-LG94. Formal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

32. 54-08-LG92. Formal A. 7 DAY SUSPENSION alleging poor attendance is rescinded.

33. 54-08-GAB30. Formal 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.

34. 54-09-LG1. Formal A. We withdrew this grievance when management agreed to have the 999 inputs resumed.

35. 54-08-LG97. Informal A. Grievant is awarded 8 hours of overtime due to a holiday scheduling (pecking order) violation.

36. 54-08-LG93. Formal A. 7 DAY SUSPENSION alleging unauthorized overtime is reduced to 7 months in the Grievant's OPF. (Grievant did not complete a 3996 and did not call back.)

37. 54-09-GAB1. Formal A. 14 DAY SUSPENSION alleging unauthorized overtime is rescinded.

38. 54-09-LG3. Formal A. 14 DAY SUSPENSION alleging unauthorized overtime is reduced to a 7 DAY SUSPENSION and further reduced from two years to 3 months in OPF. Management will not cite this as a prior element in any future discipline, unless that future discipline is for unauthorized overtime.

39. 54-09-LG4. Formal A. Letter of Warning alleging poor attendance is reduced to 6 months in OPF.

40. 54-09-gab02. Formal A. Management will cease and desist telling the Grievant that he is "sorry" meaning (a sorry Carrier) and will treat the Grievant with dignity and respect from this point forward.

41. 54-09-LG2. Formal A. Letter of Warning alleging poor attendance is reduced to a discussion.

42. 54-09-RW01. Informal A. Management failed to complete the leave calendar by the deadline. We withdrew the grievance when management at all levels including the postmaster committed to completing the leave calendar within a few days.

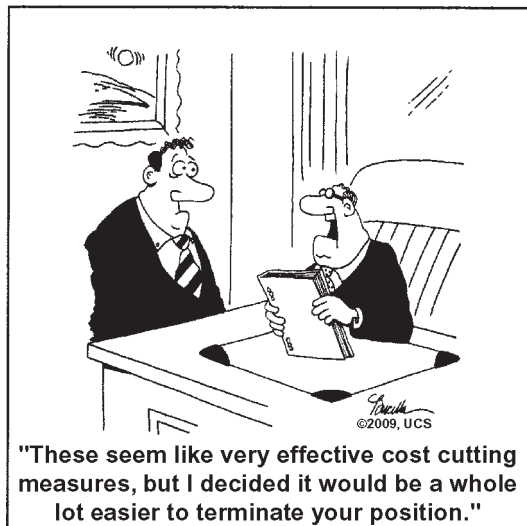
43. 54-09-GAB04. Informal A. Letter of Warning alleging poor attendance is reduced to 6 months in the Grievant's OPF and will not be cited as a prior element in any subsequent discipline unless that subsequent discipline is for attendance.

44 through 59. MEMORANDUM OF UNDERSTANDING- This resolves 16 grievances at Formal A. Any ODL can provide the designated amount of router time including ODL'S who are due router time and this will count towards overtime equitability because this work is off their assignment. For Work Assignment or 8 hour Carriers- Management can instruct the Carrier to curtail mail and provide the router assistance that is due after the Carrier moves to street time. If the Work Assignment or 8 hour Carrier does his or her own router time, and leaves past their leaving time, management will provide street assistance for the amount of router time due. Of course, management has the option of starting ODL Carriers early to provide the designated amount of router time.

60. 54-09-GAB11. Informal A. The Station Manager will read the following settlement at a Service Talk due to her ordering Carriers not to call back when they cannot make it back in the allotted time. Carrier's unable to complete their assignments in the allotted time will call back by 3:00 pm or as soon as they become aware that they will be unable to complete their assignment in the authorized time. Supervisor's will inform the carrier to carry the mail or bring the mail back to the Post Office. If the instruction is to carry the mail, inherent in that instruction is that the time used to carry the mail will be authorized, unless the Carrier does not have a reason for requesting the additional time.



### Letter to the Editor



I wanted to express my deep appreciation for the work this union, Local 3825, has done for us over the years. We have been blessed to have officers and stewards that put in countless hours for our benefit. This is priceless! We would not have what we have if not for these "heros". The union has been a pillar of strength for us for years, and Kenny (Lerch) has been the backbone!

Sincerely,  
*Ed Freemon,*  
Carrier, 20853

**Your job,**  
**your choice!**



The list of Branch 3825 members contributing to the Committee on Letter Carriers Political Education continues to grow. While we have made improvement, we have a very long way to go. We have 605 members in the branch and yet just 18 or 2.9% of the membership is contributing. If we are going to be successful in passing legislation that is favorable to letter carriers, we need to work together.

Branch 3825 members have always taken the lead in fighting for letter carriers rights on the work room floor. Now we must take the fight to Congress. A few dollars here and a few dollars there, multiplied by hundreds of Branch 3825 members will strengthen our voice in the halls of Congress and help pass legislation that will protect our jobs and working conditions. Join the list of Branch 3825 members that have already taken the lead. In numbers there is strength. It is your job, it is your choice.

### **Branch 3825 COLCPE Honor Roll**

Mark Baker, Amy Campaign, Chuck Clark, Chester Crews, Mike Curley, Mike "Magic" Hotovy, Claudia Jimenez, Ismael Lemus, Ken Lerch, Dominick Lignelli, Dave Mathews, Hugh McElroy, Patricia Noble, Shearley McFadden Shawn, Martin Reid, Walt Tubbs, Phil Shackelford and Erbin Valdez.

If your name is not on this list, now is the time to join. There is no better time to join than right now. The NALC currently has a contest underway that seeks to boost branch COLCPE contributions through automatic payroll deductions. The March issue of the Postal Record has details on the contest. You can also go online at HYPERLINK "<http://www.nalc.org>" [www.nalc.org](http://www.nalc.org) under "News" for more details.

## **Issues Important to Letter Carriers**

Postal Accountability and Enhancement Act, Employee Free Choice, FEHRS Sick Leave Reimbursement, Government Pension Offset, Windfall Elimination Provision, Contracting Out and Do not Mail are just a few of the bills currently before the 111th Congress that are important to letter carriers.

Visit [nalc.org](http://nalc.org) and click "Departments", then click *Legislation and Politics*, then click "Fact Sheets" for more information on the bills listed above.

### **House Resolution 22**

HR 22 seeks to ease the financial burden that has been placed on the USPS. The USPS is responsible to pre-fund 80 % of its future retiree benefits at a cost by 20016. The cost to the USPS is \$5.5 billion a year, on top of the \$2 billion to \$3 billion a year it pays for current retiree health benefits. Add in the fact that we are currently faced with a recession and a drop in mail volume, the pre-funding requirement is no longer affordable.

Representatives John McHugh (R-NY) and Danny Davis (D-IL) introduced a bipartisan bill in the house that let's the USPS fund future health care obligations at a more realistic schedule by allowing the USPS to use the \$32 billion it already has banked in the Postal Health Benefit Retiree Fund.

HR 22 does not require tax payer funds. It is not a bail out and it does not reduce retiree health benefits. It only seeks to fix the payment schedule for benefits at a more reasonable rate.

Currently, Representatives Bartlett (R-MD 6), Sarbanes (D-MD 3), Cummings (D-MD 7) are co-sponsors of HR 22. Contact your Representative and urge them to support HR 22. If they already have, contact them to thank them for their support.

### **Diamond Farms**

I would like to thank the letter carriers from the Diamond Farms Post Office for their support they have given me while I was the shop steward. I would not have been able to process the hundreds of grievances that required information and documentation necessary to move the grievances

forward. Your support allowed us to achieve many successes in the grievance procedure.

Mathew Ackah, Chris Lively and Tammy Butz will continue on in my place and I ask that you show them the same level of support that you gave me. They are ready willing and able to rise to the challenges and with your support, they will be successful. The letter carriers at Diamond Farms have always received the resources necessary to process grievances. Ken Lerch, Amy Campaign and company have been there for us when we needed them most. We are very fortunate to have a group of quality grievance activist such as them.

### Maryland State Association

Tonya Detrick has replaced me as the President of the Maryland and Washington, D.C. State Association. She has been the Director of Education for the state association, coordinating and heading up the training needs for the shop stewards in Maryland and Washington, D.C. She is currently the NALC Representative on the Dispute Resolution Team for the Capital District. She is also currently the Vice President for Branch Hagerstown Branch 443. She brings a wealth of experience to the position. She will need everyone's help in attacking the challenges that lie ahead.

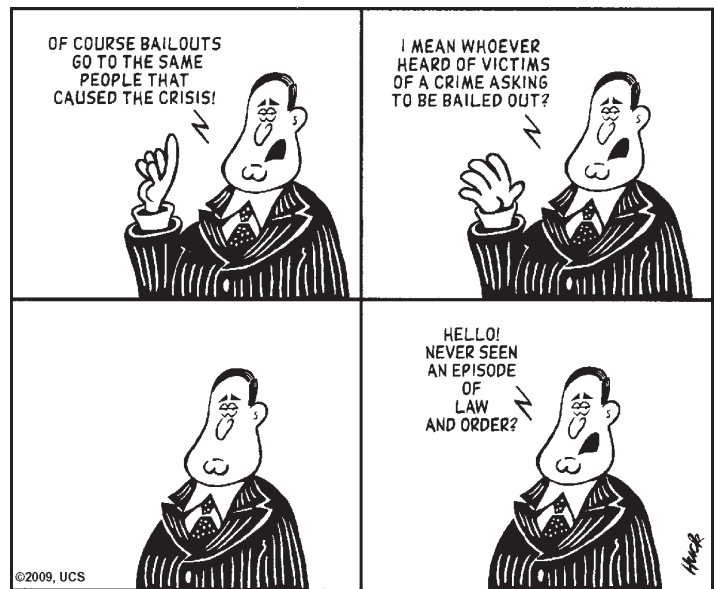
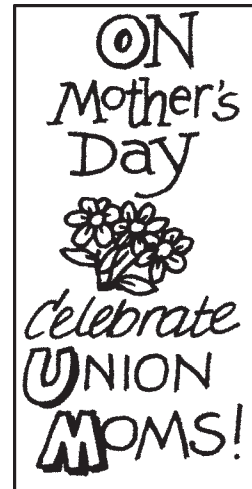
I like to thank Ken Lerch and the Executive Board with the support they have given me. Ken works endless amounts of hours representing letter carriers in the grievance procedure. He always has given a tremendous amount of support to the legislative activities of the state association. For that I am truly grateful.

Sincerely and Fraternaly,

*Hugh McElroy*

Former Branch Officers, Former Diamond Farms shop steward, Former State President

Current RAA



## **The Interim Alternate Route Adjustment Process**

I serve(ed) as one of three NALC representatives administering the terms of the Interim Alternate Route Adjustment Process agreement in the capital district. I am currently in a holding pattern that began on March 10, when I was informed by district management that they were unsure how, when or if they would proceed with the process. Their trepidation involves the provision of the joint agreement that requires the adjustments be reviewed to ensure that they routes have been adjusted to eight hours.

I have received calls from offices in the district where some of the adjusted routes are over eight hours. I have also been informed that a route in an office where COR was used is six hours. There are savings in reduced overtime and unallocated undertime that would be addressed by reviews of the adjustments as the IARAP agreement requires.

There was a reduction of 95 routes in the capital district as a result of the IARAP process. The initial review of the data used to evaluate routes indicated a need to eliminate 159 routes. [HYPERLINK http://www.nalc3825.com/IARAP\\_routes.pdf](http://www.nalc3825.com/IARAP_routes.pdf) [www.nalc3825.com/IarapRoutes.pdf](http://www.nalc3825.com/IarapRoutes.pdf) Why was the same May/September data only able to support the elimination 60% of the routes that were projected to be abolished? There was a lot of bad data. Routes with no street time or minimal street time or no office time. These times were expunged from the data during the district review process.

District management has to complete this process and not attempt to renege on a commitment to the letter carriers of the capital district, in violation of the interim agreement. Their actions run the risk of poisoning what had been a mostly cooperative capital district process and of jeopardizing acceptance of similar future agreements.

If you are in an office that was adjusted using the IARAP process in the capital district, please contact me so that I can be kept abreast of the situation in your office regarding routes that may not be in proper adjustment.

The Interim Alternate Route Adjustment Process was known by the acronym, IARAP. If district management fails to comply with the review provisions of the agreement, IARAP may be referred to as IATRAP.

### **Saving the Post Office from Itself**

***Is it the economy alone that has the USPS on the ropes or is it***

***the rope-a-dopes themselves who share the blame?***

Here is my prescription for helping to revive the patient.

Allow carriers to case all mail, DPS, sequenced, everything. Negotiate a higher casing standard for sequenced mail. The one bundle system saves a lot of street time on both park and loop, and curbside deliveries. Less vehicle idle time at each delivery box will also save gas. Of course, it does require additional office time to case this mail but an analysis of the two methods would likely yield an overall time and salary cost savings. Eliminate penalty overtime pay. Replace V-time with minimum staffing quotas of PTF's to regular carriers. The only ones penalized by penalty overtime requirements are the non-ODL carriers who have to work overtime when available ODL carriers are eligible for penalty overtime and thus not required to be utilized to relieve them of unwanted overtime.

Forget about the elimination of a weekly delivery day and instead institute what the NALC proposed during contract negotiations; a regular full-time work force working Monday through Friday and part-time carriers working Saturday. Offer the Saturday work to retired carriers as originally proposed, without this employment affecting their retirement payments. The ability to return to work part-time may also increase the number of carriers who accept voluntary early retirement. There would be savings to the postal service in salary costs while maintaining our established Monday through Saturday delivery schedule. Abandoning the 6 day delivery week would only open the door to a competitor willing to fill the void.

Address the staffing problems that are seen in many offices. There should be an adequate number of employees to process and deliver the mail. Too often you see multiple uncovered routes that require coverage by carriers who have their own routes to case and carry. The understaffing of clerks results in carriers waiting for mail beyond their office leaving times. Schedule ODL carriers and clerks on their NS day if they are needed to meet the delivery requirements of the station. The current policy of not, under any circumstance, scheduling ODL clerks and carriers on their NS day is costly both in dollars and service. Not enough clerks and carriers wait, resulting in unnecessary overtime. Not enough carriers and the work still has to be done by ODL carriers on overtime and non-ODL carriers forced to work overtime in violation of the contract. This results in grievances costing the post office much more money than would have been paid if the ODL employees were scheduled as needed.

*Chuck Clark*  
Montgomery Village

## The Editor's Page

The Postmaster General lurches from tragedy to farce. The tragedy is the ruination of the Postal Service under his watch. While the economic and cultural underpinnings of our problems can't be blamed on him, the response and lack of proactive solutions surely can. The PMG's most recent proposals (shot down by serious members of Congress and NALC President Bill Young) for five day delivery are an illustration of a man with no plan or faith in the Postal Service. What is it that we offer that others don't - six day universal service at a reasonable price. This should be the baseline from which we start, not ridiculous proposals which will undermine the public trust in the USPS.

Speaking of trust, that brings me to farce. On February 23, PMG Potter sent a letter to his managers urging them to honor the contract.\* Priceless! I've had the misfortune of being in various manager's offices during the daily "telecons" where the order of the day was hearing the various strategies for undermining our contractual rights. Sometimes I actually have just been passing by a closed door and could hear the screaming that was coming over the phone lines! I've been in countless grievance meetings where the supervisors and managers say "well Article 3 says I can do what I want" or "well that may be what the contract says but we will send it up anyway" or....., well, you get the drift. When I served as the union rep on the interim route adjustment, I got to listen to part of a strategy session on how to violate Article 8 before the manager remembered to turn it off. I guess the irony was lost on the manager that I was at the time involved in a joint labor/union project while listening to these guys strategize on ways to violate the contract. Maybe if Mr. Potter was serious, he would call his managers on the carpet for abusing carriers for using any sick leave, the constant misuse of DOIS, the overtime violations, the FMLA violations, etc. etc. etc. We now include this document in our contractual grievances, and guess what, so far it hasn't made a difference.

I wrote about the Interim Route Adjustments in our last issue. Since that time, I've seen no change whatsoever in the way many carriers approach their jobs on the floor. The continuous violations of work rules (casing sequenced mail and or DPS, banding out DPS in the office, unloading on office time etc.) by carriers **will cost us jobs**. Each and every carrier that does this stuff says "it makes it easier on the street". No kidding - but the simple fact is that management is going to take the office time away from you that you used when they adjust the route. Unless you're sitting out on the street doing nothing, everything you did in the office has made it not only easier, but faster on the street

As we go to press, the Postal Service and the NALC have entered into a new agreement which appears to clear the way for offices that escaped the initial adjustment process to be inspected. Many of my friends and coworkers duck under the argument "they're going to do what they want anyway" but that's a copout. It's true the process is flawed (for us, in the mail measurement data), but the fact that we are giving away our friends and coworkers jobs makes me sick. If we are the serious parties in the Postal Service, as opposed to the laughingstock that is a good portion of Postal Management, we should act the part.

*Mike Shawn*

Editor, Branch 3825

*\*you can view this document at the NALC website if you didn't see it on your union bulletin board*

*Please read Michael Hotovy's article on page 5 regarding job protection; also as a note to my Rockville compatriots, take heed that the Gaithersburg crowd is getting the lion's share of writing space - yes that's an invitation for more articles*

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## May 2009

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1 Pay Day 9 YELLOW	2 YELLOW
3 YELLOW	4 BLUE	5 GREEN	6 union office day UNION MEETING BROWN	7 RED	8 BLACK	9 BLACK
10 BLACK	11 YELLOW	12 BLUE	13 union office day STEWARDS MEETING GREEN	14 BROWN	15 Pay Day 10 RED	16 RED
17 RED	18 BLACK	19 YELLOW	20 union office day BLUE	21 GREEN	22 BROWN	23 BROWN
24 BROWN 31 GREEN	25 MEMORIAL DAY HOLIDAY RED	26 BLACK	27 union office day EXECUTIVE BD MEETING YELLOW	28 BLUE	29 Pay Day 11 GREEN	30 GREEN

## Memorial Day



UCS

Remember Those Who Served



"To revive the stockmarket, we must eliminate corporate taxes and send all manufacturing jobs overseas!"