

UNITY



Dare to Struggle, Dare to Win

BRANCH 3825

2000 and 2002 National Award Winner for General Excellence

Volume 28 #3 Fall, 2009

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

President's Report



What is MIARAP (Modified Interim Alternate Route Adjustment Process) and why did the Union agree to this joint route adjustment process? Mail volume was down due to faxes and e-mail. But, the single greatest reason for the decline in mail volume was the economic collapse in the United States. Not since the Great Depression had mail volume plummeted 14 percent in any one year period! At the time, William Young, was our National Union president. There was talk of Congress opening up our contract as was done to the United Auto Workers. Their salaries and benefits were slashed. William Young stated at the Committee of Presidents meeting that we faced 1) Cancel our pay raises for the rest of our contract, 2) Cancel our COLA's for the rest of our contract, 3) Huge increases in our premiums for our Health Benefits, 4) Massive layoffs or 5) A new route adjustment process. The choice was easy to make.

And let's not forget this. Management was going to unilaterally adjust the routes. The Rural Carriers had just lost 10,000 routes! Postal Headquarters wanted much more from us. Without the input of our Union, can you imagine how the routes would have been butchered! Forget about jointly trying to abolish vacant assignments. It would have been slash and burn and 20,000 routes would have been eliminated!

Having said all this, we still took a beating in our branch. We lost 19 bid assignments (JOBS) in IARAP and 28 bid assignments (JOBS) in MIARAP. Huge amounts of territory

was moved from route to route. Some Carriers lost territory that they carried for decades! We tried our best to minimize senior Carriers from getting difficult terrain to carry. In most instances, we were successful in trying to protect the senior carriers. The bottom line is this- We would have been a lot worse off without the joint process. I want to thank all of the Carriers who assisted in the route changes (The Local Office Contacts.) These brothers and sisters took tremendous heat when territory was transferred. Some were even screamed at! We should all be thanking them for trying to make the process work better for us Carriers.

Perhaps the most dangerous piece of legislation ever facing Letter Carriers is now before Congress. An amendment by Senator Tom Coburn (R) Oklahoma S-1507 would mandate arbitrators to "Consider the financial condition of the Postal Service in rendering any decision." The Postal Service is currently losing 8 billion dollars per year. There are 200,000 active Letter Carriers. To balance the Postal budget, each and every Letter Carrier would have to give up \$40,000.00!!! That puts the seriousness of this legislation into perspective! Obviously, we must defeat this amendment. National president, Fred Rolando, has given this the Union's top priority, and rightfully so. Call your Senators and let them know that you are against Tom Coburn's amendment.

Another issue that has generated complaints is the subject of changing a route more than 50 percent. Does that constitute the abolishment of a route, and thus, invoke Article 41 Section 3 "O" of our contract? I think it does. However, I don't make the rules. National Arbitrator Briggs wrote a decision in 2002 stating that changing a route more than 50 percent does not abolish the route and the case was remanded to the local parties. Ever since, the National Union has stated that a route is not to be considered abolished if the route number is still used. I personally believe this to be ridiculous. In fact, I asked our new National Union president, Fred Rolando, at the just concluded Committee of President's meeting in

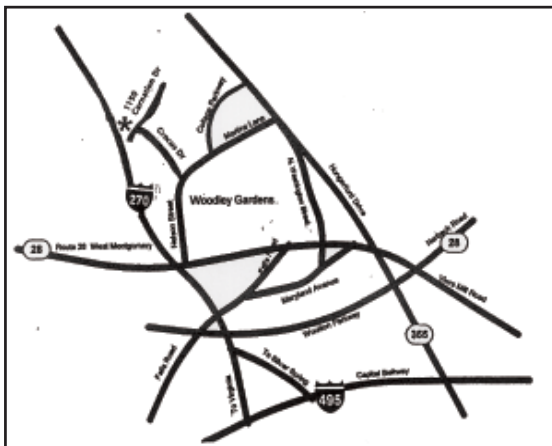
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Unity is the official newsletter of NALC Branch 3825. The purpose of this newsletter is to inform and educate our members, as well as provide a forum to exchange ideas and concerns. No responsible articles or editorial will be refused. Articles in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

Directions to the Union Meeting

Rockville Senior Center
 1150 Carnation Drive
 Rockville, MD 20850



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

Detroit, MI to revisit this position with the CAU (Contract Administration Unit.) I explained that a Carrier who has an all mounted route and the route is changed to all walking is, for all intents and purposes, abolished. We will be anxiously awaiting their new interpretation of what constitutes the abolishment of an assignment.

We have just been informed by management of the new deployment schedule for FSS (Flat Sorting System- Machines that put flats in delivery order.) As soon as early November, we will have FSS coming to our units (see our web site for the new FSS schedule.) Seven of our units are due to receive FSS by March of 2010. Management has informed me that they plan to downsize the number of Carriers by 20 percent within one year! Due to the recent route changes, we have already lost 47 full time positions. We are currently down to just 500 active Carriers! And for the first time, management is using the word *excessing*. I strongly encourage you to attend our Union meetings. Know your rights!

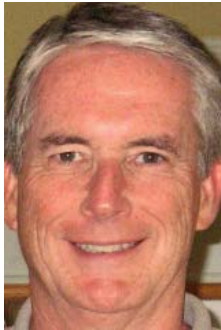
We have recently signed off on Article 8 Section 5G (overtime issues) grievance settlements for SEXTUPLE TIME

continued on page 4

Schedule of Union Meetings

October 7
November 4
December 2

MIARAP Reflux



The MIARAP revisit is underway in many parts of the country. It is time to see if the route changes made during the summer have resulted in 8-hour assignments. I'm afraid the results are not going to be pretty.

The reason for my skepticism is not particularly the process itself. It has more to do with the way the process is administered and the multiple data choices confronted by the district evaluation and adjustment teams (DEAT).

This is a process of data analysis used to determine the length of carrier routes and we should be using the most accurate data available. If we don't, then an 8-hour route will be an illusion.

The DEAT have four street times to consider when trying to determine the time for a route. This is two too many. The carrier-input time is meaningless, in my opinion. At the risk of offending some people, I don't care what you THINK is a good average street time for your route. So if I don't care, do you think management cares? They care if you undercut your average street time with your response. Then they want to use your response as your evaluated street time. "What, you don't believe the carrier?" I saw it happen time after time. If you say that a good average time for your route is greater than the actual average time, it will be dismissed by the management DEAT in most cases as having no merit. "He's been averaging less than that, how can that be accurate?" The question is a set-up or trap for many carriers. It is asked in a casual way during the consultation introduction with no indication that what you say can be used to establish your street time. It has no place in this process and it should be removed from the consultation form.

The other time consideration of questionable accuracy is the base time. This is the time established as a result of the last count and inspection, or for most routes, the evaluated street time from IARAP or MIARAP, round one. It may or may not be accurate. That's what the revisit is all about. However, it may have value if it validates the average street time of the route and thus confirms that the route is adjusted to 8 hours.

Another way to sanitize the data being used is to actually count the mail for every route for a specified period of time. Several local contacts or counters could each be assigned to count the mail for a certain number of routes for a period of two weeks. An accurate count of all mail and the resulting standard time would provide the DEAT with legitimate information to assign office times.

Under MIARAP the DEAT have almost total control of the adjustment process. I initially thought this was a good idea. In IARAP we saw many offices where the local management and/or union teams refused to participate in the process. I assume this happened around the country and I assume the thinking was that if you take the local parties out of the adjustment process, things should go more smoothly. Wrong! Without local involvement things can go terribly wrong.

The local parties have to be mandated to be involved in this process. It was negotiated at the highest levels of the NALC and USPS. There should be no opting out by the office representatives. They need to be totally involved to protect the interest of their office. The local parties should be making the decisions concerning what territory moves are made, not the DEAT. DEAT involvement in the adjustments should be to insure that there is compliance with the MOU and that the routes are set up in an efficient way. This involvement by the local contacts should be an MOU requirement. We had numerous instances where the DEAT invited the local contacts to assist with the adjustments and their participation was denied by their postmaster or manager. Territory moves done with local assistance nearly always resulted in better adjustments and greater acceptance at the local office level.

Finally, I feel that the initial consultations should be conducted by the DEAT, not the local office contacts. The DEAT have the knowledge to explain MIARAP and answer questions concerning the process. DEAT conducted consultations would insure that they are held properly and in a timely fashion. It would also allow them to obtain important local information crucial to the most accurate evaluation of the routes in that office.

IARAP, MIARAP, is an evolving and hopefully, improving way for our routes to be evaluated and adjusted. I believe that even in its current incarnation, it is superior to the traditional six-day count and inspection. But it needs to be improved to insure that the most representative data is available for use by the DEAT and local office contacts. Without the evolution of MIARAP we are just playing a shell game with this evaluation process.

Chuck Clark

Montgomery Village

for each hour of violation. Thousands and thousands and thousands of dollars! It is now costing the Postal Service more than \$150.00 per hour of violation! This breaks down to quadruple time for the NON-ODL (\$100.00 per hour) and penalty pay for the ODL. This is for the city of Rockville. The remedy for NON-ODL's in Gaithersburg is currently an additional 175 percent. The remedy for NON-ODL's in Germantown is currently an additional 150 percent. The remedy for NON-ODL's in Damascus is currently an additional 50 percent. We may have reached a monetary level where management is taking notice. Finally, the Article 8 Section 5G violations have slowed to a trickle! Thank goodness!

On July 3, 2009 Fred Rolando was sworn in as the 18th president of the NALC. President Rolando will govern our Union during the most challenging and turbulent era ever faced by the Postal Service. Currently, the Postal Service is losing 2 BILLION DOLLARS per quarter! However, this is not a time to panic. We have the resources, and the right leader in Fred Rolando, to overcome these daunting challenges. I have great confidence in Fred Rolando and have known him since 1988 when he was the president of Sarasota, Florida branch 2148.

We will overcome all of these unprecedented challenges and prevail because of the Solidarity of 300,000 active and retired Union Letter Carriers! Solidarity, that's always the answer to any challenge faced by organized labor. IN OUR UNITY, LIES OUR STRENGTH!

Please visit our web site set up by Union Brother Chuck Clark at (WWW.NALC3825.COM). We have added important Step B decisions, Formal A settlements as well as arbitration decisions and some contentions. You can see how much money each supervisor in the nation makes. You can also see the number of stops on each route, and detailed colored maps for every route in the country!

IN THE STRUGGLE,

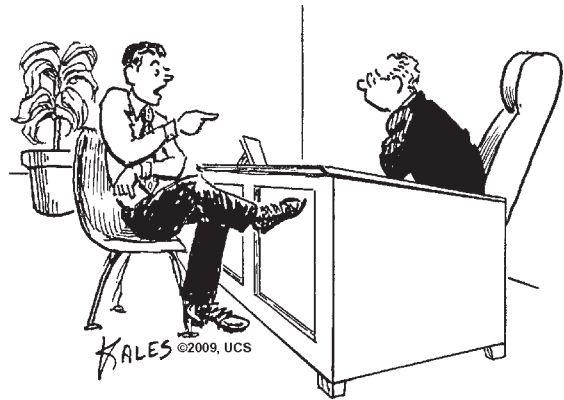
Kenneth Lerch

President NALC 3825

Food Drive and MDA

I would like to thank everyone for their participation in both the Food Drive and the MDA Benefits (bowling and the picnic 50/50). Branch 3825 gathered up almost 56,000 pounds of food during May's national food drive and to date we have raised \$1,100 for MDA. Thanks again to everyone.

*Shearly Shawn
Food Drive & MDA Coordinator*



"I believe I'm management material, because everyone fears and hates me."

**CLICHES
FOR
TOUGH DAYS
Mike Hotovy**



For those not in the know, I've spent the last few months on a Capital District DEAT Team, adjusting routes in the MIARAP process. I realize the in most carrier's eyes I immediately receive at least two demerits for such activity, but since I've learned a few things during 26 years of carrying, I figured I'd lend whatever expertise and experience I've got to the route adjustment process. It's been an eye opener. Let me share a few old sayings and some observations:

Can't we all just get along?

When I began, I assumed that management would be enjoying this process more. Fact is, from what I've experienced, nobody, but nobody like this process and its complications very much. I don't. My management partner doesn't. My bosses don't. Some of the biggest complaints I've heard have come from postmasters and station managers who ask the same questions most carriers do, "Are they crazy?" My answer; "Probably." I do understand that given the current economy, changes in volume and bad legislation requiring the USPS to pony up money for 70 years worth of future retirees in the next few years, as a company we are in dire straits for the near future. Drastic measures are necessary to stay afloat in the short term. The MIARAP process is a drastic measure. It causes upheaval, takes lots of time and manpower to execute and is flat out expensive. I get the sinking feeling that much of what is saved in route reductions may evaporate in the costs of nationwide route adjustments twice a year. I'm probably not the only one. They say misery loves company, and when it comes to MIARAP, there's lots of company.

When they're good, they're good. But when they're bad....

Numbers are funny things. But when the numbers are data, and the data is flawed, no one ends up laughing. This is particularly true in MIARAP. I just adjusted routes at an office. While moving territory in DOIS, I noticed that some streets had no time value. None. Zero. Zip. Nada. Turns out that there had been minor route adjustments done in the office, but management had not performed new 3999's (street inspections) to get current times for the newly configured routes. Therefore, while the territory had moved, time did not. The carriers had probably been beaten up by management for months for underperforming, but the fact was DOIS never credited them for some street time. It was a mess to clean up. But it was yet another reminder to me to respect the numbers. Carriers should take this advice as well. Your time matters. Carry your route at a pace you want to carry it everyday. Make accurate clock rings. Don't ever – and I mean

ever - skip lunches or breaks. When management performs a 3999, ask for a copy and go over it with a shop steward or someone who knows what to look for. In short, good data makes for better adjustments, period.

The closer you get, the better it looks.

I know many local union reps don't like to involve themselves in the route adjustment process. I get it. I've personally taken lots of heat for decisions I've made as a local office contact for the union. But make no mistake, it is a fact that when there is active local union participation in the adjustments, there are better adjustments with fewer problems. If I go into an office I do not know, and have no local input, all I see are streets on a map. I do not know which deliveries are residential, which are business, which streets are one way, have no access, are mounted, park and loop or clusters. In short, I am moving territory half blind. We need local input to make decent adjustments. We need knowledgeable carriers to step up. It does make a big difference.

Oh route, I barely knew ye....

This is one of my toughest issues to deal with. It's become apparent that with multiple adjustments occurring every year, we have now reached a point where adjustments are moving faster than seniority can keep up with. The ability of a senior carrier to keep a desirable assignment and/or bid to a workable position should his/her original assignment be modified is inadequate in the MIARAP environment. All of the union people involved in route adjustment teams are being asked for input to improve this process, and I'm looking hard for answers. I'd like to see a "trigger" built into the route adjustment process where a carrier with a route that has been changed 50% or more would have the option to invoke 4130 rebidding should they desire. I know some carriers would not like this, for they would not like to take the heat of office pressure for deciding to opt for a bumpdown, but in a lesser sense, it's not much different than prime time vacation bidding where senior carriers close out the most desirable vacation time from junior carriers. I simply see it as providing options for senior carriers in a MIARAP system that offers few. Plus, I would hope it would provide an additional deterrent to excessive changes to senior routes.

The times they are a changin'

To sum up, these are perhaps the most difficult times in the history of the Postal Service. We've never had to deal with challenges like these, and it shows. There are scars everywhere to prove it: low volumes, legislative stress, abolished routes, excessed employees. Where it all ends I am not sure. But I do know that the MIARAP process, warts and all, is still better than the alternatives of reopened contracts, loss of COLA's or five day delivery options. So I'll support it with reservations. And if anyone has a better solution, trust me, I'm listening. And that's no cliché.

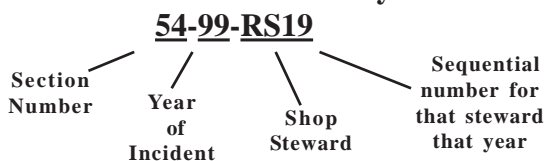
Mike Hotovy,
Gaithersburg

Branch Stewards & Abbreviations

MC - Mike Curley	20852
TS - Tim Smith	20852
MS - Mike Shawn	20851/53
LG - Burt Weisner	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 - Chester Crews.....	20877
CC - Chuck Clark.....	20879/86
CB - Clay Baldwin.....	20879/86
HM - Hugh McElroy, Jr.....	20878
CCR - Matthew Ackah.....	20878
CW - Charlene Walker.....	20855
ST - Steve Thompson.....	20872

Alternate Stewards are Mark Hicks, Tammy Butz & Chris Lively (Gaithersburg) and Mike Butz (Germantown)

Grievance Number Key



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 **221 GRIEVANCE SUMMARIES** ending August 26, 2009. Any grievances brought up to the Union Office after this date will appear in the next issue of Unity. Due to the amount of grievances, we still have **177** to summarize. These 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

TWINBROOK

1. 53-09-KA8. Formal A. An ODL is hereby paid an additional 33 units of overtime due to management performing craft work (transporting express mail from the Main Office.)

2. 53-2009-MS33. Formal A. ESCALATING REMEDY. Management hereby agrees to pay the Grievant a lump sum of \$25.00 for violating the Harnest-Hogan settlement (An important OWCP agreement made in this District) due to repeat violations.

3. 53-09-KA18. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are hereby awarded an additional 250 percent for a total of 4.47 hours and 4 ODL's are hereby awarded a total of 4.47 hours of penalty pay.

4. 53-2009-MS09. STEP B. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 9 NON-ODL'S are hereby awarded an additional 250 percent for a total of 7.83 hours and 9 ODL's are hereby awarded a total of 7.83 hours of overtime and penalty pay as applicable.

5. 53-2009-MS12. Formal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

6. 53-2009-MS25. Formal A. 14 DAY SUSPENSION alleging a safety infraction leading to an injury and not reporting the injury immediately is hereby reduced to a Letter of Warning that will not be cited as a prior element in any subsequent discipline unless the charge is for a safety infraction.

7. 53-09-KA14. Formal A. 7 DAY SUSPENSION alleging poor attendance is reduced to a Letter of Warning.

8. 53-09-KA19. Formal A. 7 DAY SUSPENSION alleging that the Grievant drove with the door open and without a seatbelt on is reduced to a discussion.

9. 53-09-KA22. Informal A. Letter of Warning alleging that the Grievant ran out of gas is reduced to a discussion.

10. 53-2009-MS26. Formal A. Letter of Warning alleging that the Grievant locked the keys in the vehicle is reduced to a discussion.

11. 53-09-KA13. Informal A. Letter of Warning alleging that the Grievant failed to case 999 mail on an unfamiliar route is reduced to a discussion.

12. 53-2009-MS20. Informal A. Letter of Warning alleging poor attendance is reduced to a discussion.

13. 53-2009-MS15. Informal A. Letter of Warning alleging that the Grievant missed 2 MSP scans is reduced to a discussion.

14. 53-2009-MS10. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

15. 53-2009-MS11. Informal A. Letter of Warning alleging that the Grievant

missed 6 MSP scans is reduced to a discussion.

16. 53-09-KA7. STEP B. Letter of Warning alleging that the Grievant failed to carry a pivot is rescinded.

17. 53-09-KA6. STEP B. Letter of Warning alleging that the Grievant failed to carry a pivot is reduced to 3 months in OPF.

18. 53-2009-MS18. Informal A. Letter of Warning alleging poor attendance is rescinded.

19. 53-2009-MS14. Formal A. Letter of Warning alleging that the Grievant missed 5 MSP scans is reduced to a discussion.

20. 53-09-KA15. Informal A. Letter of Warning alleging poor attendance is reduced to 3 months in OPF which will not be cited as a prior element in any subsequent discipline unless the charge is poor attendance.

21. 53-2009-MS27. Informal A. Grievant is hereby paid 2.74 hours of overtime due to management sending the Grievant home early on his nonscheduled day.

22. 53-09-KA10. Formal A. Grievant, a PTF, was not paid annual leave for two weeks. Resolved; Grievant is hereby paid for the two weeks of annual leave and the supervisors will be trained on the proper way to pay PTF'S when on annual leave.

23. 53-2009-MS23. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 250 percent for 66 units and an ODL is hereby awarded 66 units of overtime.

24. 53-2009-MS22. Formal A. ESCALATING REMEDY. Grievant, a NON-ODL, worked past the restrictions in Article 8 Section 5F (limited to 10 hours on a regularly scheduled day). The Grievant is hereby awarded an additional 75 percent for all hours past the maximum (worked 11.27 hours) plus a lump sum of \$30.00.

25. 53-09-KA17. Informal A. Management will not hang up on Carriers who call back to inform management that they cannot make it in the allotted time. The Grievant will be treated with dignity and respect.

26. 53-2009-MS29. Formal A. The Grievant will be treated with dignity and respect.

27. 53-09-KA12. Formal A. Management will not hang up on Carriers who call back to inform management that they cannot make it in the allotted time. The Grievant will be treated with dignity and respect

DERWOOD

1. 55-09-CW2. Formal A. Management will post weekly a copy of the Overtime Desired List tracking sheet to ensure equitability and will provide a copy to the Shop Steward each week.

2. 55-09-CW3. Formal A. The 21 minutes taken from the Carriers street time will be restored.

INSTALLATION-WIDE ROCKVILLE

1. MEMORANDUM OF UNDERSTANDING 6-24-09. LMU dated November 14, 2007 is to count all overtime worked off of assignments and on nonscheduled days, as well as overtime offered off of assignments and on nonscheduled days, towards equitable distribution of overtime. In other words, add the time worked to the time offered. See Article 8 Section 5C2a,b and c of the 2006-2011 National Agreement.

Each week, management and the Chief Shop Steward, or designee, will meet and management will provide the Shop Steward a copy of the weekly overtime log. The Shop Steward will sign the copy. This agreement is made in an effort to get overtime distributed equitably which would reduce grievances.

2. IW-09-KL02. PRE-ARBITRATION by NBA office. The PTF cited by the

union met the criteria of the Memorandum of Understanding concerning maximization/Full-time Flexible. However, where Article 12 withholding currently is affecting the City, is lifted due to the combination of attrition and positions withheld combining to secure the necessary number of available employee positions, that the conversion to Full-Time Flexible of the currently senior PTF will occur at that time.

MAIN OFFICE ROCKVILLE

1. 50-09-DE0003. Informal A. Letter of Warning alleging a failure to deliver an express mail piece by 12 noon is reduced to a discussion.

2. 50-09-SL45. Informal A. Grievant is hereby granted 8 hours of annual leave to use at their request due to an annual leave LMU (Local Agreement) violation.

3. 50-09-SL73. Formal A. The 8 hours of AWOL is hereby changed to 8 hours of LWOP.

4. 50-09-SL72. Formal A. Henceforth, all supervisors will sign 3971's immediately and provide a copy to the Carrier.

5. 50-09-SL74. Formal A. The 8 hours of AWOL is hereby changed to 8 hours of LWOP. All records will reflect this change.

6. 50-08-SL111. Formal A. The Grievant, a full-time regular, is hereby awarded 8 hours of Administrative Leave due to being forced to work his designated holiday without all PTF'S and TE'S working 11 and a half hours.

7. 50-08-SL109. Formal A. Grievant is awarded a lump sum of \$17.50 due to management failing to provide him with 50 units of router assistance (The adjustment to his route.)

8. 50-08-SL106. Formal A. Grievant is awarded a lump sum of \$17.50 due to management failing to provide him with 50 units of router assistance (The adjustment to his route.)

9. 50-09-SL55. Formal A. 14 DAY SUSPENSION alleging a failure to scan 40 express mail pieces by noon is reduced to a Letter of Warning and further reduced from two years to 6 months in the Grievant's OPF.

10. 50-09-SL30. Formal A. The 8 hours of AWOL is hereby changed to 8 hours of paid EAL. All records will reflect this change.

11. 50-09-SL67. Formal A. 14 DAY SUSPENSION alleging a safety infraction (stacking tubs up too high around his case) is reduced to a Letter of Warning.

12. 50-09-KL3. Informal A. 14 DAY SUSPENSION alleging unacceptable attendance is reduced to a 7 DAY SUSPENSION.

13. 50-08-DE013. Formal A. 14 DAY SUSPENSION alleging that the Grievant failed to report a vehicle accident immediately is rescinded.

14. 50-09-SL61. Formal A. Letter of Warning alleging unauthorized overtime is reduced to 3 months in OPF.

15. 50-09-SL66. Informal A. Letter of Warning alleging poor attendance is reduced to a discussion.

16. 50-09-SL64. Informal A. Letter of Warning alleging poor attendance is reduced to a discussion.

17. 50-09-SL21. Formal A. Letter of Warning alleging 2.07 hours of AWOL is rescinded.

18. 50-09-SL28. Formal A. Letter of Warning alleging a failure to input mileage into the scanner is rescinded.

25 MORE TO BE SUMMARIZED NEXT ISSUE

POTOMAC

1. 54-09-GAB10. Informal A. 7 DAY SUSPENSION alleging misdelivery of mail is rescinded.
 2. 54-09-RW46. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.
 3. 54-09-RW47. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.
 4. 54-09-RW48. Informal A. Letter of Warning alleging that the Grievant checked some of his cased mail (on downtime) is reduced to a discussion.
 5. 54-09-RW49. Informal A. Letter of Warning alleging poor attendance is reduced to a discussion.
 6. 54-09-RW44. Informal A. The ODL sign up list will be completed the same way as the rest of Rockville.
 7. 54-09-RW45. Informal A. Henceforth, management will post the ODL list 14 calendar days before the ODL quarter starts.
 8. 54-09-RW02. PRE-ARBITRATION. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 20 NON-ODL'S are hereby awarded an additional 250 percent for a total of 14.37 hours and 13 ODL's are hereby awarded a total of 14.37 hours of penalty pay.
 9. 54-09-RW12. PRE-ARBITRATION. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 22 NON-ODL'S are hereby awarded an additional 250 percent for a total of 20.90 hours and 21 ODL's are hereby awarded a total of 20.90 hours of penalty pay.
 10. 54-09-RW14. PRE-ARBITRATION. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 9 NON-ODL'S are hereby awarded an additional 250 percent for a total of 8.73 hours and 10 ODL's are hereby awarded a total of 8.73 hours of penalty pay.
 11. 54-09-RW52. PRE-ARBITRATION. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 7 NON-ODL'S are hereby awarded an additional 250 percent for a total of 7.23 hours and 18 ODL's are hereby awarded a total of 7.23 hours of penalty pay.
- (NOTE* THE 4 PRE-ARBS ABOVE AMOUNT TO APPROXIMATELY \$7,700).
12. 54-09-RW111. Formal A. Grievant is hereby awarded a lump sum of \$17.50 because the Grievant did not receive router assistance (THE ADJUSTMENT TO THE ROUTE!) on this day.
 13. 54-09-RW110. Formal A. Grievant is hereby awarded a lump sum of \$17.50 because the Grievant did not receive router assistance (THE ADJUSTMENT TO THE ROUTE!) on this day.
 14. 54-09-RW109. Formal A. Grievant is hereby awarded a lump sum of \$17.50 because the Grievant did not receive router assistance (THE ADJUSTMENT TO THE ROUTE!) on this day.
 15. 54-09-RW149. Formal A. Management will comply with M-01664 which states in part; DOIS projections are not the sole determinant of a Carriers leaving or return time, or daily workload. Management will comply with Article 34 of the National Agreement- A FAIR DAYS WORK FOR A FAIR DAYS PAY.
 16. 54-09-RW112. Formal A. Grievant is hereby awarded a lump sum of \$17.50 because the Grievant did not receive router assistance (THE ADJUSTMENT TO THE ROUTE!) on this day.
 17. 54-09-RW154. Informal A. The 1017-B entries (Unauthorized overtime) for 12 units and 69 units are hereby deleted from the Grievant's 1017-B log.
 18. 54-09-RW69. Formal A. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is awarded \$32.28 and the ODL is awarded \$24.21.
 19. 54-09-RW76. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 250 percent for 56 units and an ODL is awarded 56 units of overtime.
 20. 54-09-RW156. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 250 percent for 78 units and an ODL is awarded 78 units of overtime.
 21. 54-09-RW83. Formal A. 6 ODL'S are hereby awarded 74 hours of overtime due to inequitable distribution of overtime. (Note* This is approximately \$2,775.00).
 22. 54-09-RW169. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 250 percent for 65 units and an ODL is awarded 65 units of overtime.
 23. 54-09-RW168. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are hereby awarded an additional 250 percent for a total of 41 units and an ODL is awarded 41 units of overtime.
 24. 54-09-RW166. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 250 percent for 45 units and an ODL is awarded 45 units of overtime.
 25. 54-09-RW158. Informal A. REMOVAL alleging unauthorized overtime is hereby reduced to a discussion.
 26. 54-09-RW56. Informal A. Management will cease and desist omitting overtime distinction columns (such as 12 hour, 10 hour, Work Assignment) on their Overtime Desired Lists and will write Potomac Section 20854 on the heading.
 27. 54-09-RW53. STEP B. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 200 percent for 1.93 hours and 3 ODL's are a total of 1.93 hours of penalty pay.
 28. 54-09-RW29. STEP B. Management violated Article 8 Section 5G (overtime rules). 16 NON-ODL'S are hereby awarded an additional 200 percent for a total of 11.42 hours and 13 ODL's are hereby awarded a total of 11.42 hours of overtime and penalty pay as applicable.
 29. 54-09-RW43. STEP B. Management violated Article 8 Section 5G (overtime rules). 9 NON-ODL'S are hereby awarded an additional 200 percent for a total of 4.58 hours and 9 ODL's are hereby awarded a total of 4.58 hours of overtime and penalty pay as applicable.
 30. 54-09-RW32. STEP B. Management violated Article 8 Section 5G (overtime rules). 8 NON-ODL'S are hereby awarded an additional 200 percent for a total of 6.37 hours and 8 ODL's are hereby awarded a total of 6.37 hours of overtime and penalty pay as applicable.
 31. 54-09-RW36. STEP B. Management violated Article 8 Section 5G (overtime rules). 10 NON-ODL'S are hereby awarded an additional 200 percent for a total of 5.98 hours and 10 ODL's are hereby awarded a total of 5.98 hours of overtime and penalty pay as applicable.
 32. 54-09-RW34. STEP B. Management violated Article 8 Section 5G (overtime rules). 4 NON-ODL'S are hereby awarded an additional 200 percent for a total of 2.11 hours and 4 ODL's are hereby awarded a total of 2.11 hours of overtime and penalty pay as applicable.
 33. 54-09-RW13. STEP B. Management violated Article 8 Section 5G (overtime rules). 16 NON-ODL'S are hereby awarded an additional 200 percent for a total of 14.42 hours and 16 ODL's are hereby awarded a total of 14.42 hours of overtime and penalty pay as applicable.
 34. 54-09-RW05. STEP B. Management violated Article 8 Section 5G (overtime rules). 8 NON-ODL'S are hereby awarded an additional 200

percent for a total of 7.20 hours and 8 ODL's are hereby awarded a total of 7.20 hours of overtime and penalty pay as applicable.

35. 54-09-RW40. STEP B. Management violated Article 8 Section 5G (overtime rules). 11 NON-ODL'S are hereby awarded an additional 200 percent for a total of 9.02 hours and 14 ODL's are hereby awarded a total of 9.02 hours of overtime and penalty pay as applicable.

36. 54-09-RW33. STEP B. Management violated Article 8 Section 5G (overtime rules). 3 NON-ODL'S are hereby awarded an additional 200 percent for a total of 1.55 hours and 3 ODL's are hereby awarded a total of 1.55 hours of overtime and penalty pay as applicable.

37. 54-09-RW42. STEP B. Management violated Article 8 Section 5G (overtime rules). 3 NON-ODL'S are hereby awarded an additional 200 percent for a total of 1.95 hours and 3 ODL's are hereby awarded a total of 1.95 hours of overtime and penalty pay as applicable.

38. 54-09-RW25. Formal A. The following ODL'S are hereby awarded an additional 50 percent for all hours worked past 60 hours for the week. (63.40 hours, 62.63 hours, 61.45 hours and 60.13 hours.)

39. 54-09-GAB15. Formal A. 7 DAY SUSPENSION alleging unauthorized overtime is rescinded.

40. 54-09-RW03. STEP B. Management violated Article 8 Section 5G (overtime rules). 6 NON-ODL'S are hereby awarded an additional 200 percent for a total of 3.53 hours and 3 ODL's are hereby awarded a total of 3.53 hours of overtime and penalty pay as applicable.

41. 54-09-RW15. STEP B. Management violated Article 8 Section 5G (overtime rules). 14 NON-ODL'S are hereby awarded an additional 200 percent for a total of 10.01 hours and 12 ODL's are hereby awarded a total of 10.01 hours of overtime and penalty pay as applicable.

42. 54-09-RW38. STEP B. Management violated Article 8 Section 5G (overtime rules). 5 NON-ODL'S are hereby awarded an additional 200 percent for a total of 3.25 hours and 5 ODL's are hereby awarded a total of 3.25 hours of overtime and penalty pay as applicable.

43. 54-09-RW16. STEP B. Management violated Article 8 Section 5G (overtime rules). 6 NON-ODL'S are hereby awarded an additional 200 percent for a total of 5.99 hours and 6 ODL's are hereby awarded a total of 5.99 hours of overtime and penalty pay as applicable.

44. 54-09-RW28. STEP B. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are hereby awarded an additional 200 percent for a total of 96 units and 2 ODL's are hereby awarded a total of 96 units of overtime and penalty pay as applicable.

45. 54-09-RW30. STEP B. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are hereby awarded an additional 200 percent for a total of 1.74 hours and 2 ODL's are hereby awarded a total of 1.74 hours of overtime and penalty pay as applicable.

46. 54-09-RW39. STEP B. Management violated Article 8 Section 5G (overtime rules). 8 NON-ODL'S are hereby awarded an additional 200 percent for a total of 4.90 hours and 8 ODL's are hereby awarded a total of 4.90 hours of overtime and penalty pay as applicable.

47. 54-09-RW88. Formal A. Henceforth, management will comply with the M-39 handbook Section 242.122 and adjust all routes to as nearly 8 hours as possible.

48. 54-09-RW04. STEP B. Management violated Article 8 Section 5G (overtime rules). 14 NON-ODL'S are hereby awarded an additional 200 percent for a total of 8.55 hours and 10 ODL's are hereby awarded a total of 8.55 hours of overtime and penalty pay as applicable.

49. 54-09-RW58. STEP B. Management violated Article 8 Section 5G (overtime rules). 7 NON-ODL'S are hereby awarded an additional 200 percent for a total of 4.18 hours and 7 ODL's are hereby awarded a total of 4.18 hours of overtime and penalty pay as applicable.

50. 54-09-RW162. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 250 percent for 42 units and an ODL is awarded 42 units of overtime.

51. 54-09-RW147. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 250 percent for 39 units and an ODL is awarded 39 units of overtime.

52. 54-09-RW157. Formal A. Henceforth, management will not instruct a Carrier to curtail mail on their own assignment to create artificial undertime.

53. 54-09-RW146. Formal A. Henceforth, management will not instruct a Carrier to curtail mail on their own assignment to create artificial undertime.

54. 54-09-RW159. Informal A. 14 DAY SUSPENSION for having a vehicle accident is reduced to a Letter of Warning and further reduced from two years to one year in OPF.

55. 54-09-GAB30. Informal A. 7 DAY SUSPENSION alleging poor attendance is reduced to 8 months in OPF that will not be cited as a prior element in any subsequent discipline.

56. 54-09-GAB31. Informal A. 7 DAY SUSPENSION alleging poor attendance is reduced to 8 months in OPF that will not be cited as a prior element in any subsequent discipline.

57. 54-09-GAB14. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

58. 54-09-GAB32. Informal A. Letter of Warning alleging a failure to deliver express mail by noon is reduced to a discussion.

unauthorized overtime is rescinded.

59. 54-09-RW142. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

60. 54-09-RW138. Informal A. Letter of Warning alleging that the Grievant brought back to the Post Office one piece of missequenced DPS is reduced to a discussion.

fault vehicle accident.

15. 52-2009-MC23. Formal A. Letter of Warning alleging unacceptable attendance is reduced to 7 months and 31 days in OPF which will not be cited as a prior element in any subsequent discipline unless the charge is "poor attendance."

16. 52-09-KL04. Informal A. Letter of Warning alleging that the Grievant kept talking after being told to go back to his case is reduced to a discussion.

61. 54-09-RW140. Informal A. Letter of Warning alleging that the Grievant brought back to the Post Office 6 pieces of missequenced DPS is reduced to a discussion.

62. 54-09-RW137. Informal A. Letter of Warning alleging that the Grievant cased sequenced mail is rescinded.

63. 54-09-RW143. Informal A. Letter of Warning alleging unauthorized overtime is reduced to 4 months in OPF.

64. 54-09-RW141. Informal A. Letter of Warning alleging that the Grievant brought back to the Post Office 7 pieces of missequenced DPS is reduced to a discussion.

65. 54-09-RW139. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to a discussion.

66. 54-09-RW165. Informal A. Henceforth, management will not instruct the Grievant to curtail mail on his own route to create artificial undertime.

62 MORE TO BE SUMMARIZED NEXT ISSUE

PIKE ANNEX

1. 52-2009-MC3. ARBITRATION. REMOVAL alleging Improper Conduct/ FMLA fraud is expunged from the Grievant's OPF immediately and full back-pay and benefits with lost overtime is awarded. (This amounts to approximately \$25,000.00).

2. 52-2008-MC117. ARBITRATION. INDEFINITE SUSPENSION alleging Improper Conduct/ FMLA fraud. Grievance denied.

3. 52-2009-MC10. ARBITRATION. The Union was seeking to have the Grievant paid for 30 days after the Grievant was issued an INDEFINITE SUSPENSION and then issued a REMOVAL in accordance with Article 16 Section 5 of the National Agreement. Grievance denied.

4. 52-2009-MC35. Formal A. Nine ODL Carriers are hereby awarded a total of 141.70 hours of overtime due to inequitable distribution of overtime. (This amounts to approximately \$5,300.00).

5. 52-2009-MC32. Formal A. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are hereby awarded an additional 200 percent for 1.61 hours and 2 ODL's are hereby awarded 1.61 hours of overtime pay.

6. 52-2009-MC36. Formal A. Grievant agrees to pay the Letter of Demand for \$7,724.10. Grievant will receive 389.61 hours of annual leave which is currently worth \$10,055.83.

7. 52-09-SMS8. Formal A. Management will comply with M-01664 which states in part; DOIS projections are not the determinant of a Carriers leaving or return time, or daily workload.

8. 52-2009-MC19. Formal A. The ODL Carrier is hereby awarded a total of 24 hours of overtime due to inequitable distribution of overtime. (This amounts to approximately \$900.00).

9. 52-2009-MC15. Formal A. Management violated Article 8 Section 5G (overtime rules). 2 Carriers are hereby awarded lump sum payments of \$31.73 each.

10. 52-2009-MC16. Formal A. Management violated Article 8 Section 5G (overtime rules). A Carrier is hereby awarded lump sum payment of \$12.38.

11. 52-2009-MC22. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 250 percent for 88 units and an ODL is awarded 88 units of overtime.

12. 52-2009-MC31. Informal A. Letter of Warning alleging unauthorized overtime on 3 separate days is reduced to a discussion.

13. 52-2009-MC20. STEP B. 14 DAY SUSPENSION alleging an at-fault backing accident is reduced to a Letter of Warning.

14. 52-2009-MC21. Formal A. 14 DAY SUSPENSION issued to this TE employee alleging an at-fault vehicle accident is reduced one year in their OPF which cannot be cited as a prior element unless the charge is an at-fault vehicle accident.

15. 52-2009-MC23. Formal A. Letter of Warning alleging unacceptable attendance is reduced to 7 months and 31 days in OPF which will not be cited as a prior element in any subsequent discipline unless the charge is "poor attendance."

16. 52-09-KL04. Informal A. Letter of Warning alleging that the Grievant kept talking after being told to go back to his case is reduced to a discussion.

17 MORE TO BE SUMMARIZED NEXT ISSUE.

GERMANTOWN

1. 74-09-AC3. Formal A. Notice of REMOVAL alleging a roll away that hit two cars is reduced to a 14 DAY PAPER SUSPENSION that will not be cited as a prior element unless similar in nature.

2. 74-07-MB8. Informal A. Letter of Warning alleging that the Grievant delivered express mail after 12 noon (12:17pm) is rescinded.

3. 74-09-AC10. Informal A. Removal alleging misconduct on the workroom floor, disobeying direct orders and violating the District's Zero Tolerance Policy is reduced to a LAST CHANCE SETTLEMENT.

4. 74-09-TAP98. Informal A. EMERGENCY SUSPENSION alleging misconduct on the workroom floor, disobeying direct orders and violating the District's Zero Tolerance Policy is reduced to a LAST CHANCE SETTLEMENT with no back-pay.

5. 74-09-TAP73. Formal A. Henceforth, management will comply with the Union time agreements made at the last two Labor/Management meetings. The Steward(s) will clock on 613 (Union time) and hand the Union time form to management. If management is busy at that time, the Steward(s) will stay on Union time and management will sign the form when they can. Union time will be requested in writing and will be provided immediately until the Shop Steward has completed their Union work unless all the ODL'S are working 12 hours and all the NON-ODL'S are working 10 hours. If this occurs the Union time will be granted when the Shop Steward clocks in the next work day.

6. 74-09-TAP67. Formal A. SAME AS NUMBER 5 ABOVE.

7. 74-09-TAP70. Formal A. SAME AS NUMBER 5 ABOVE.

8. 74-09-TAP69. Formal A. SAME AS NUMBER 5 ABOVE.

9. 74-09-TAP68. Formal A. SAME AS NUMBER 5 ABOVE.

10. 74-09-TAP66. Formal A. SAME AS NUMBER 5 ABOVE.

11. 74-09-TAP41. STEP B. A TE was sent to another Installation and the Union was seeking a lump sum payment of \$100.00 for the TE. Resolved; Grievance denied because the TE was sent to another Installation on an occasional basis.

12. 74-09-TAP45. STEP B. A TE was sent to another Installation and the Union was seeking a lump sum payment of \$100.00 for the TE. Resolved; Grievance sustained because the TE was sent to another Installation on a more frequent than occasional basis. Management is directed to cease and desist.

13. 74-09-TAP46. STEP B. A TE was sent to another Installation and the Union was seeking a lump sum payment of \$100.00 for the TE. Resolved; Grievance sustained because the TE was sent to another Installation on a more frequent than occasional basis. Management is directed to cease and desist.

14. 74-09-TAP47. STEP B. A TE was sent to another Installation and the Union was seeking a lump sum payment of \$100.00 for the TE. Resolved; Grievance sustained because the TE was sent to another Installation on a more frequent than occasional basis. Management is directed to cease and desist.

15. 74-09-TAP48. STEP B. A TE was sent to another Installation and the Union was seeking a lump sum payment of \$100.00 for the TE. Resolved; Grievance sustained because the TE was sent to another Installation on a more frequent than occasional basis. Management is directed to cease and desist.

16. 74-09-TAP43. STEP B. A TE was sent to another Installation and the Union was seeking a lump sum payment of \$100.00 for the TE. Resolved; Grievance sustained because the TE was sent to another Installation on a more frequent than occasional basis. Management is directed to cease

and desist.

17. 74-09-TAP42. STEP B. A TE was sent to another Installation and the Union was seeking a lump sum payment of \$100.00 for the TE. Resolved; Grievance sustained because the TE was sent to another Installation on a more frequent than occasional basis. Management is directed to cease and desist.

18. 74-09-TAP55. STEP B. A TE was sent to another Installation and the Union was seeking a lump sum payment of \$100.00 for the TE. Resolved; Grievance sustained because the TE was sent to another Installation on a more frequent than occasional basis. Management is directed to cease and desist.

19. 74-09-TAP44. STEP B. A TE was sent to another Installation and the Union was seeking a lump sum payment of \$100.00 for the TE. Resolved; Grievance sustained because the TE was sent to another Installation on a more frequent than occasional basis. Management is directed to cease and desist.

20. 74-09-TAP52. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 3 NON-ODL'S are hereby awarded an additional 150 percent for a total of 1.78 hours and 3 ODL's are hereby awarded a total of 1.78 hours of overtime.

21. 74-09-TAP39. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are hereby awarded an additional 150 percent for a total of 1.07 hours and an ODL is hereby awarded 1.07 hours of overtime.

22. 74-09-TAP51. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are hereby awarded an additional 150 percent for a total of 1.75 hours and an ODL is hereby awarded 1.75 hours of overtime.

23. 74-09-TAP34. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are hereby awarded an additional 150 percent for a total of 1.24 hours and 2 ODL's are hereby awarded a total of 1.24 hours of overtime.

24. 74-09-TAP59. Informal A. 7 DAY SUSPENSION alleging that the Grievant refused to case on two routes in the AM is reduced to a Letter of Warning and further reduced from two years to 90 days in OPF.

25. 74-09-TAP22. Informal A. Letter of Warning alleging that the Grievant cased sequenced mail is rescinded.

26. 74-09-TAP21. Informal A. Letter of Warning alleging poor attendance is rescinded.

27. 74-09-TAP18. Informal A. Letter of Warning alleging that the Grievant cased sequenced mail (it was backwards shoppers) is rescinded.

28. 74-09-TAP54. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to a discussion.

29. 74-09-TAP52. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to a discussion.

30. 74-09-TAP53. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to a discussion.

31. 74-09-AC4. Informal A. Letter of Warning alleging that the Grievant cased DPS mail is reduced to a discussion.

32. 74-09-TAP25. Informal A. Letter of Warning alleging that the Grievant had one tray of return mail at their case is rescinded.

33. 74-09-TAP20. Informal A. Letter of Warning alleging that the Grievant

was driving without wearing the seatbelt is rescinded.

34. 74-09-TAP23. Informal A. Letter of Warning alleging that the Grievant cased sequenced mail is rescinded.

35. 74-09-TAP15. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

36. 74-09-TAP53. Formal A. Letter of Warning alleging unauthorized overtime is rescinded.

PLUS ANOTHER 73 TO BE SUMMARIZED

CABIN JOHN

1. 18-08-TAP102. STEP B. Management refused to pay the Grievant (a PTF) COP (Continuation of Pay) for 45 days consistent with the F-21 Handbook Section 392.32. Grievance sustained. (Note* This settlement amounts for approximately \$2,000.00.)

2. 18-08-TAP100. Informal A. Management will cease and desist asking employees for their USPS pin numbers.

3. 18-08-TAP101. Informal A. The 3 days of sick leave is hereby changed to COP (Continuation of Pay). (Grievant was out more than 14 days, but management would not convert the sick leave to COP.)

DAMASCUS

1. 72-09-ST20. Step B. This case was remanded from Step B to Formal A and then appealed back to Step B. Resolved; TE sent in from another Installation. The ODL'S are hereby paid at the overtime or penalty rate as applicable for all hours worked by the TE's because TE's were sent to Damascus on more than an occasional basis. Total payment to the ODL'S-\$1,465.52.

2. 72-09-ST14. Step B. This case was remanded from Step B to Formal A and then appealed back to Step B. Resolved; TE sent in from another Installation. The ODL'S are hereby paid at the overtime or penalty rate as applicable for all hours worked by the TE's because TE's were sent to Damascus on more than an occasional basis. Total payment to the ODL'S-\$1,465.52.

3. 72-09-ST16. Step B. This case was remanded from Step B to Formal A and then appealed back to Step B. Resolved; TE sent in from another Installation. The ODL'S are hereby paid at the overtime or penalty rate as applicable for all hours worked by the TE's because TE's were sent to Damascus on more than an occasional basis. Total payment to the ODL'S-\$1,465.52.

4. 72-09-ST17. Step B. This case was remanded from Step B to Formal A and then appealed back to Step B. Resolved; TE sent in from another Installation. The ODL'S are hereby paid at the overtime or penalty rate as applicable for all hours worked by the TE's because TE's were sent to Damascus on more than an occasional basis. Total payment to the ODL'S-\$1,465.52.

5. 72-09-ST18. Step B. This case was remanded from Step B to Formal A and then appealed back to Step B. Resolved; TE sent in from another Installation. The ODL'S are hereby paid at the overtime or penalty rate as applicable for all hours worked by the TE's because TE's were sent to Damascus on more than an occasional basis. Total payment to the ODL'S-\$1,465.52.

6. 72-09-ST19. Step B. This case was remanded from Step B to Formal A and then appealed back to Step B. Resolved; TE sent in from another Installation. The ODL'S are hereby paid at the overtime or penalty rate as applicable for all hours worked by the TE's because TE's were sent to Damascus on more than an occasional basis. Total payment to the ODL'S-\$1,465.52.

7. 72-09-ST01. Step B. This case was remanded from Step B to Formal A and then appealed back to Step B. Resolved; TE sent in from another Installation. The ODL'S are hereby paid at the overtime or penalty rate as

applicable for all hours worked by the TE's because TE's were sent to Damascus on more than an occasional basis. Total payment to the ODL'S-\$1,465.52.

8. 72-09-ST02. Step B. This case was remanded from Step B to Formal A and then appealed back to Step B. Resolved; TE sent in from another Installation. The ODL'S are hereby paid at the overtime or penalty rate as applicable for all hours worked by the TE's because TE's were sent to Damascus on more than an occasional basis. Total payment to the ODL'S-\$1,465.52.

9. 72-09-ST36. Step B. This case was remanded from Step B to Formal A and then appealed back to Step B. Resolved; Grievance denied. The TE's were sent into Damascus on an occasional basis.

10. 72-09-TAP54. STEP B. Management pulled out the DPS errors and the Union's remedy was to pay the Grievant for the time it took management to pull out the errors. Resolved; This is Carrier work. Management is directed to cease and desist.

11. 72-09-TAP55. STEP B. Management pulled out the DPS errors and the Union's remedy was to pay the Grievant for the time it took management to pull out the errors. Resolved; This is Carrier work. Management is directed to cease and desist. (These two decisions were received from Step B on the same day.)

12. 72-08-43ST. STEP B. This case was remanded from Step B to Formal A and then appealed back to Step B. Resolved; The TE cited is hereby awarded \$15.66 for the 22.48 miles traveled between installations.

13. 72-08-ST63. Step B. This case was remanded from Step B to Formal A and then appealed back to Step B. Resolved; Management did not violate the contract when the TE was sent to another Installation because, in this case, it was done on an occasional basis.

14. 72-08-ST87. PRE-ARBITRATION. Letter of Warning alleging unauthorized overtime is rescinded.

15. 72-09-ST42. Formal A. Letter of Warning for getting injured (broken finger) is rescinded.

16. 72-09-TAP56. STEP B. Management refused to provide the Union rep with the fax number forcing him to travel from Germantown to Damascus to get an extension form signed. The Union is seeking reimbursement for the time and mileage \$30.61. Resolved; Grievance denied due to the unusual and extenuating circumstances in this particular case.

17. 72-09-TAP57. STEP B. Management refused to provide the Union rep with the fax number forcing him to travel from Germantown to Damascus to get an extension form signed. The Union is seeking reimbursement for the time and mileage \$32.55. Resolved; Grievance denied due to the unusual and extenuating circumstances in this particular case.

DIAMOND FARMS

1. 78-09-MA15. Informal A. Letter of Warning alleging a failure to deliver express mail by noon is rescinded.

2. 78-09-MA16. Informal A. Letter of Warning alleging that the Grievant cased DPS mail is rescinded.

3. 78-09-AC1. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

4. 78-08-HM152. Formal A. Letter of Warning alleging unauthorized talking and being away from the case is reduced to a discussion.

5. 78-09-MA11. Formal A. Letter of Warning alleging that the Grievant cased sequenced mail is reduced to a discussion.

6. 78-09-MA13. Formal A. Letter of Warning alleging that the Grievant cased sequenced mail is reduced to a discussion.

7. 78-08-CFC28. Formal A. Letter of Warning alleging 3 pieces of

unidentified mail left on the case is rescinded.

8. 78-08-CFC29. Formal A. Letter of Warning alleging that the Grievant read a customer's magazine is rescinded.

9. 78-08-CFC32. Formal A. Letter of Warning alleging that the Grievant refused to carry a pivot is reduced to a discussion.

10. 78-09-MA10. Informal A. Letter of Warning alleging unauthorized overtime is reduced to 2 months in OPF.

11. 78-08-CFC34. Formal A. 7 DAY SUSPENSION alleging that the Grievant cased DPS mail is reduced to a Letter of Warning and further reduced from two years to 6 months in OPF.

12. 78-08-CFC33. Formal A. 7 DAY SUSPENSION alleging that the Grievant talked in the morning that led to unauthorized overtime is reduced to a Letter of Warning and further reduced from two years to 6 months in OPF.

13. 78-08-HM150. Formal A. 7 DAY SUSPENSION alleging that the Grievant used his cell phone on street time is reduced to a discussion.

14. 78-098-MA04. Informal A. Letter of Warning alleging that the Grievant failed to deliver express mail by noon is reduced to a discussion.

15. 78-09-MA05. Informal A. Letter of Warning alleging UWP (knocking down 2 mail receptacles) is reduced to 4 months in OPF.

16. 78-08-CFC31. Formal A. The 24 hours of AWOL is hereby changed to 24 hours of LWOP.

17. 78-08-CFC30. Formal A. Letter of Warning alleging that the Grievant forgot to take out hold mail is rescinded.

18. 78-08-CFC09. Formal A. Letter of Warning alleging that the Grievant interrupted a Service Talk with 2 questions is rescinded.

19. 78-09-MA12. Formal A. Letter of Warning alleging that the Grievant left the empty vehicle unlocked in the Postal lot is reduced to a discussion.

MAIN OFFICE GAITHERSBURG

1. 77-09-AC09. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 5 NON-ODL'S are hereby awarded an additional 175 percent for a total of 3.32 hours.

2. 77-09-AC04. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are hereby awarded an additional 175 percent for a total of 94 units.

3. 77-09-AC08. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 5 NON-ODL'S are hereby awarded an additional 175 percent for a total of 2.58 hours.

4. 77-09-AC10. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are hereby awarded an additional 175 percent for a total of 2.17 hours.

5. 77-09-AC07. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 4 NON-ODL'S are hereby awarded an additional 175 percent for a total of 1.58 hours.

6. 77-09-AC06. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are hereby awarded an additional 175 percent for a total of 1.29 hours.

7. 77-09-AC12. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are hereby awarded an additional 175 percent for a total of 86 units.

8. 77-09-AC11. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). 4 NON-ODL'S are hereby awarded an additional 175 percent for a total of 1.56 hours.

9. 77-09-AC02. STEP B. Letter of Warning alleging 4 first class letters in UBBM is reduced to a discussion.

10. 77-09-AC05. Formal A. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are hereby awarded an additional 125 percent for a total of 1.22 hours and 2 ODL'S are awarded a total of 1.22 hours of overtime.

11. 77-09-AC03. Informal A. Letter of Warning alleging poor attendance is reduced to one year in OPF. Management will not cite the discipline as a prior element in any subsequent discipline unless the charge is poor attendance.

12. 77-09-AC01. Informal A. Letter of Warning alleging poor attendance is reduced to one year in OPF. Management will not cite the discipline as a prior element in any subsequent discipline unless the charge is poor attendance.

MONTGOMERY VILLAGE

1. 79-09-CB250. Formal A. Henceforth, management will provide information to the Union within 24 hours.

2. 79-09-CC901. STEP B. The Union argued that the Carrier should have been permitted to case the sequenced mail since the percentage of addresses for the mailing was below 75 percent. Resolved; Grievance denied because it was not proven that the mailing was below 75 percent coverage.

3. 79-09-CB248. Formal A. Letter of Warning alleging unauthorized overtime is reduced to 3 months in OPF. (Note* We must complete a 3996 if overtime is needed and call back if we can't make it back in the authorized time.)

(Theo's Corner)

Common Sense

By Theo Anthony

The Postal Service is alleging the agency is in a serious critical financial state. The future of the Postal Service is very uncertain. If the Postal Service survives it will look and be structured differently than it is now. Continuing to raise the prices of products and services is not the answer. The decision by upper management to cut thousands of management positions is the right answer. The layers of management in the Postal Service is the highest ratio, 10:2, of any organization in the world!!! The agency has a manager supervising another manager and another manager that supervises that manager. Craft employees are the most scrutinized in the world. The Postal Service has thousands of managers who don't touch the mail or have never been in a postal facility. The ongoing bad decisions by the agency has to stop if it is to survive. For example: paying one million dollars to change the agency eagle to look more aggressive as if this would attract more

business; paying a lot of money to someone for the idea of using the yellow dots on notice left and close Saturday businesses; carriers not casing DPS mail and take it straight to the street with forwards, missorted, and residual mail; a local contract with a guy to allegedly wash the postal vehicles every two weeks. Get this: rain or shine. The next day forecast very often is rain. He uses just plain water no soap. Uses the Annex water hose and water. This reminds me of the TV commercial where the guy puts soap on the cars but doesn't rinse it off. You have to go real fast and it will come off. The sign says just car wash and nothing about a rinse.

Here in the Annex the ridiculous management show continues. Featuring managers: my way or no way, sir nose, D.O.I.S soul sister, and last but not least the 204B wonder. Carriers DON'T need managers watching and hovering over us. There is a deficit of communication and people skills. Treat employees with dignity and respect. STOP!! harassing carriers to meet so called office productivity goals and D.O.I.S projections. We know our jobs. First and foremost a manager needs to have a carrier's respect. Which is not DEMANDED but EARNED!!! Carrying mail for only 3 MONTHS then becoming a know it all 204B wonder doesn't cut it. Managing with an iron fist with the do as I say and things my way because I'm your manager doesn't cut it either, thank you.

It's simply common sense. If the Postal Service is serious about the future of the agency then it needs to fine tune management. Managers that issues continual trivial discipline, a trail of EEO complaints, disparate treatment of employees, continuing to violate the contract over and over again, should be held accountable. Pay increases, bonuses, and promotions should be denied and demotions issued if necessary. Hiring more managers to watch employees is money that can be saved and better spent elsewhere in the agency. Common Sense man, just plan Common Sense.

Refuse to struggle, You dare to lose,

Theo Anthony
Pike Annex

The Three Headed Monster

by Timothy Smith

As I have started this adventure in the world of Shop Stewards, I have for the first time been able to see a much clearer picture of the Post Office, and the Division between the people who handle the Mail on a Daily Basis, and the people who Manage the Company. Or to make it simple, Us vs. Them.

One of my first Duties as a Steward was to go to the Curstin-Morris Division Headquarters in the District, and engage in a 3 Hour training on Article 8 with my "Management Pair" The idea was that we could jointly, with training, and discussion, figure out a way to avoid the Thousands of article 8 grievances, and the corresponding Millions of dollars paid out to people who in many cases get the money, for doing nothing. Sounds good. I got 400 dollars last Quarter, because they offered the overtime primarily to the same people through out a calendar quarter, and at the end of 90 days, some people have been given more of their share, and others much less, and to keep it simple, Management has 90 days to get everyone close to the same amount of overtime, and they can't do it. So here we go, let the Training begin!

About the Building. I was directed to a conference center or training room, that had maybe 75 ergonomically, correct Office chairs. Sure is different than my stool. Which is so old, that the Rubber Bumpers have worn off. I was thinking nice set up! They keep themselves comfortable! Glancing around the room, this Crib was set up Nice! A Huge Drop Down Screen, for Lectures, and Presentations. But how about this High Tech Multi Thousand Dollar option! No matter where you looked, a High Definition TV screen met your eye! Very Fortune 500. I am so proud of them! To make sure they have the best. Meanwhile, I confess, I bought some Rubber bands. There was no money in the Budget (20 cents a Day) I got tired of crawling around on my hands and knees. This is not very fortune 500. They live like Kings and we.... Well, we learn the Post Office facts of life. I bet their Christmas Party has shrimp the size of your hand.

Now the meeting, since I could look anywhere and still

follow what was being talked about, I could glance at my Management Co-Workers.... errr... I mean **them**. I quickly broke them down into tree types:

Type One: On His Game. This is the type Management I want to work with. Positive Demeanor, insightful comments. Engaging the Shop Stewards with positive ideas. Taking notes, trying to work on a difficult problem.

Type Two: The Nail Checker. This member of Management didn't want to be there. He spent twice as much time checking his nails, doodling on his hand-outs, and had the Body Language of someone who could sleep for a very long time. His main thought When is this going to end!! I am tired, and I have some discipline that needs to go out by COB today.

Type Three: The Angry Guy. This is the worst of all Management types. This describes the guy sitting 2 seats to my right. His big contribution?

Interjecting comments like, "If we could just get them to do a little work we wouldn't have this problem" or grunting when someone says something he doesn't like. His body language is arms folded, tapping his feet.

My take? Get rid of Type Two and Type Three. We have 2/3 too much management anyway. 95 percent of us do our jobs correctly without any Management input. Get rid of Angry Guy, and Nail Checker. Keep On His Game. Carrying Mail is not Rocket Science. Get out of way and let us work.

How did The conference end? Everyone agreed, that Management was violating article 8 because their boss, or MPOU or whatever tells them to.

I made one of my only comments of the Day. Maybe he is the one that should be here. Of course, he wasn't anywhere to be found.

Cost to the Post Office for three days of this? Just a guess now, Ten to Fifteen Thousand Dollars. It could buy a lot of Rubber Bands, and new Bottom Bumpers for my stool.

Tim Smith

Shop Steward, 20852

The Editor's Page

Politics are Funny. When President Obama uses the powers of government to help U.S. citizens (i.e. the stimulus package, the GM takeover, health care reform) it is described variously on the right side of the political spectrum as socialism, communism or fascism. When conservative Senator Tom Coburn attempts to inject the government into the negotiations between the Postal Service and its unions (his poison pill amendment to HR 22), there's is no similar reactions from the lords of right wing radio or print. Go figure. Coburn is a millionaire doctor from Oklahoma, but I'm sure he has the best interests of working people at heart.

The health care debate has been riddled with misinformation (to put it kindly). There are legitimate differences on how to deal with the problem, but one of the more interesting ones I heard came from the Cato Institute, a libertarian/conservative think tank. As I understand it, the Cato Institute is proposing the elimination of the employer based health insurance programs, and replacing those with some type of tax credit, after which individuals would shop for their own health care with both the extra money they would have from the lowered taxes they paid and the higher wages they would make as the result of employers not having to pay the cost of their share of your health care premium. (For instance, the USPS now pays over 80% of our health care premium). It appears that the Cato Institute believes that this system is biased against an individual who purchases insurance with after tax dollars, and therefore should be eliminated. (For those of you who are interested in what serious conservatives and libertarians are discussing, I recommend going to their website).

What are the problems with this approach? I have friends that are self employed and purchase their own health care - \$1200 a month for a family of four for Kaiser is a nice example. The Cato Institute's claims are that my employer would be able to pay me more if they weren't saddled with health care costs, but anyone who believes that their employer will give them an equivalent raise...well look at it this way. Say you pay about \$2,000 a year in health care premiums and your employer pays the other 80% - \$8,000. Suddenly, there is no employer based insurance. The employer is freed from paying \$8,000 and he's going to do what with it, give it to you in a raise? My guess is you're on the hook paying a \$10,000 insurance bill.

Another problem is the elimination of employer based insurance would be the elimination of things like the FEHB. Most of us realize that currently we purchase insurance as large groups and to have access to these groups, insurance companies negotiate more competitive rates. If we were all purchasing insurance as individuals, that \$10,000 bill is probably going to get bigger.

Cato's solution to this is a type of tax credit, how big I'm not quite sure. However, if I get a tax credit of 80% of the cost of my premiums (or whatever number you choose), who will actually be funding my ability to afford health insurance? The federal government, and yet, what the Cato Institute is against is federalizing health insurance.

The question is, why should we care what the Cato Institute thinks?

The reason is that behind all the blather about death panels, government takeovers, fascism that is put forth by the charlatans, there is a serious debate about how to fund health care reform, and how those various methods may affect us both as employees of the USPS and as US citizens. Virtually all of the proposals revolve around how we can realistically fund health care, and as I see it, none of the options (including the public option), have adequately explained that. However, the option proposed by Cato and its conservative allies in Congress*, would have disastrous effects on us all.

* It should be noted that there is not an official Republican bill or proposal, although hundreds of amendments have been offered to the health care bill being debated in the Senate Finance Committee right now. As the Democratic majority has found to their chagrin, it is far easier to be critical of proposals, than to change the status quo.

Grievance Procedure 101: Many of our carriers fail to understand just how vulnerable they are to unwarranted discipline. A lot of the discipline we see is issued because a manager is covering their a...In other words, a "team" comes in, finds a sleeper or two, and the manager is supposed to correct the deficiency or suffer the consequences. MSP scans are missed, someone gets yelled at on the "telecon", and discipline follows. The discipline that is issued will rarely meet a true test of just cause as outlined in Article 16.1 of the National Contract, however much of this discipline moves forward in the grievance procedure at great cost to the Postal Service (Steward time, Grievant time, supervisors and managers time, and if necessary, the cost of Step B and up to Arbitration). One of the many problems in the grievance procedure is quite often the person who issues the discipline is the person who has to judge their own work and consequently is unable to do so (as they have no sense of objectivity or neutrality).

In the spirit of labor/management cooperation and to save the USPS untold costs, I offer the following suggestions. Eliminate the "teams", MSP scans and the "telecon". Each of these are redundant, costly functions. A business that was serious about cutting costs would be looking at practices which do not contribute to the bottom line - it's clear that the people contributing to these programs are contributing nothing but costs to the company (MSP scans are redundant to clock rings and are not to be used in discipline in many cases, "teams" checking for sleepers, etc. are redundant to the local supervisors and the telecons would be the equivalent of carriers standing on a street corner for hours on a daily basis talking about how much mail they delivered rather than actually delivering it). The petty discipline that comes from these job creation programs clearly has not been looked at by the serious people in management, assuming some are left. It has taken years for us to get the attention of management regarding overtime violations and ultimately it took substantial monetary penalties to accomplish that. In this economic environment, why would management continue to throw away the bank?

Mike Shawn
Editor, Branch 3825

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October 2009

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

