Compensation to the Branch:

Breaking Down the Walls

$750,000 in settlements in last 6 months
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. Articles in Unity do not necessarily reflect the views of the editor or this branch.

Directions to the Union Meeting
Rockville Senior Center
1150 Carnation Dr.
Rockville, MD
495 to 270N exit Rt. 28 (W. Montgomery Ave).
Go straight through the light at top of ramp - you are now on Nelson Ave.
Turn left at stop sign onto Crocus Dr. At end of road turn left on Carnation Dr.
Proceed to Senior Center.
Meetings are held the first Wednesday of the month at 7:00 p.m.

Branch Stewards & Abbreviations

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<th>Steward</th>
<th>Abbreviation</th>
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<td>MC</td>
<td>Mike Curley</td>
<td>20852</td>
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<td>TA</td>
<td>Theo Anthony</td>
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<td>SL</td>
<td>Sergio Lemus</td>
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<td>AC</td>
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<td>Alternate Stewards: Ron Henry (20851/53), Vivian Walker (20854), Tim Smith (20852), Greg Brooks (20854), Tom Preston (20874/76), Chester Crews (20878), Viktor Fraker (20879/86), Jose Yanes (20850), Edwin Vidal (20879).</td>
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Grievance Key Number

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<th>Year of Incident</th>
<th>Shop Steward</th>
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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.

Formal Step A - Grievant and the Union President or designee meet with the Postmaster or designee within 7 days of the Step A appeal unless the time limits are extended by mutual consent. The PS Form 8190 must be completed the day of the Formal Step A meeting unless time limits are extended by mutual consent. If no resolution is reached, the appeal must be sent to Step B within 7 days of the completion of the PS Form 8190.

Step B - The Dispute Resolution Team (one union advocate and one management advocate) then has a goal of 14 days after the receipt of the PS Form 8190 and grievance file to resolve the issue. If no resolution is reached, the grievance is “impassed” and the NBA has 14 days to appeal the grievance to arbitration.

Pre-Arb - In most circumstances, 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 who renders a decision that for all intent and purpose is final and binding.

Summaries - Once grievances are resolved, they are summarized into 25 words or less and published in forthcoming issues of Unity for letter carriers’ information and education.
I want to thank the membership for electing me to another term as president of NALC Branch 3825 at the September branch meeting. It is truly an honor and privilege to represent Letter Carriers. I will continue to do my best to see to it that our contract is complied with and to improve the conditions of the workroom floor. Bullying, threats, and harassment by management in an effort to speed up the hard working Letter Carriers is unacceptable! In fact, we have many cases going to arbitration citing violations of the Joint Statement on Violence and Behavior in the Workplace. If we are successful, these evil and nasty supervisors will be prohibited from ever supervising City Letter Carriers again! As soon as the arbitration decisions arrive we will inform the membership.

It’s great to be putting out our award winning newsletter again. This is one of the ways of getting information to our members. The branch had voted to temporarily suspend publication of our newsletter and spend our time and financial resources fighting for our rights on the workroom floor. Thousands of grievances have been filed since our last publication of Unity.

It looks like we have finally stopped management from violating Article 8 Section 5G of our contract (forcing NON-ODL’s to work overtime off their assignment without working the ODL’s 12 hours.) This is a major victory for the right to an 8 hour day! These battles amounted to a war. Hundreds and hundreds of grievances had to be filed and payments to our members were in the hundreds of thousands of dollars! Our strategy was to make it more costly for management to violate the contract than to comply with it. As of this writing, it looks as if we have prevailed. Please thank your hard working Shop Stewards, for this required a tremendous amount of work. I would like to acknowledge an article 8 grievance that Steve Klein got. He won $43,174 for the Gaithersburg Main Office Carriers. This was just one grievance settlement!

The Rockville Union Time Policy is now being complied with and is among the best Union time agreements in the entire nation. Our Union Time Policy reads; Any Shop Steward will clock on and immediately complete a Union time request sheet and present this to their supervisor who will sign it and give a copy to the Shop Steward(s) immediately. The Shop Steward(s) will stay on Union time until they are completed with their duties. Management can terminate the Union time, but must call the Rockville Postmaster, or designee, who will call the Rockville Union President, or designee, and a mutually agreeable time will be worked out consistent with the spirit and intent of good-faith bargaining.

This is a huge win for our local and our members. We will now be able to get the necessary Union time for our Shop Stewards to process the hundreds and hundreds of grievances in the system. I want to thank our NBA, Tim Dowdy, and Alton Branson for their assistance in forcing management to comply with our Union time policy. Management paid more than $140,000.00 to our branch for repetitive violations of the Rockville Union Time Policy and the Rockville Information Request Policy!

We have arbitrated more cases in 2014 than ever before. Our branch has won more than $750,000.00 in the grievance procedure so far this year!! Most of the money has gone to the members, but we have won substantial amounts to our branch too. But, to be clear, the goal is not to enrich our membership. Our goal is to force management into complying with the National Agreement. And, with the solidarity of our membership, we will continue to be successful.

IN THE STRUGGLE,
USPS: We Deliver… for UPS and FedEx

If you mailbag has been feeling heavier, especially during the holiday season, there's a good reason. The Postal Service has become a major player in the holiday parcel business, delivering a sizeable percentage of parcels for both United Parcel Service (UPS) and FedEx. Here's a few facts:

- USPS delivers an average of 2.2 million packages a day (30.4% of all ground shipments) for FedEx.

- Parcel Select volume has grown tremendously over the past four years: from 223 million packages in 2009 to 1.29 billion packages in 2013.

- Package delivery accounts for about 20 percent of USPS revenue. It’s the post office’s fastest-growing segment, growing 7 percent annually over the past for years.

- The USPS wants to double the package-delivery business over the next few years, a possibility, given that as UPS and FedEx prices increase 5 to 7 percent, Postal Service prices are, in many cases, decreasing.

And to top it off, we are delivering parcels faster than either UPS or FedEx. According to a Stamps.com study, which involved 144 identical packages shipped to Zones 1 to 8 on Monday and Thursday, USPS Priority Mail also outperformed UPS Ground and FedEx Home Delivery on package delivery speed. The average total days to delivery came in at 2.75 days for UPS, 2.21 days for FedEx, and 1.79 days for USPS.

But don’t expect that either FedEx or UPS will be complaining. The fact is, the business relationship among the three is beneficial to all parties.

Because the Postal Service is ordered by government decree to provide universal service, we offer the “last mile” delivery to rural and other urban areas that are simply unprofitable for the other shippers to service.

On the other hand, the USPS is dependent on both FedEx and UPS to move mail across the country to expedite processing. In fact, FedEx is the Postal Service’s #1 supplier, earning nearly $1.5 billion in revenue.

Holiday parcel delivery can be exhausting work for all letter carriers, but it is work that does not go unnoticed. Contract attorney David Hendel says, “Neither FedEx or UPS are even in the same league as the Postal Service, which goes to 100 million addresses every day. What FedEx and UPS do, they do well. But they don’t do what the Postal Service does.”
THE BROTHERHOOD

The NALC mission statement states in part, “The objects of the Association shall be: to unite fraternally all letter carriers.” The Webster’s College Dictionary defines fraternally as being a society of men associated in brotherly union, as for mutual aid and benefit. I could use other slogans such as “All for One and One for All,” or “United We Stand, Divided We Fall,” but I’m sure you get the point.

I believe some have forgotten the mission statement, don’t know it or have allowed political aspirations to change their views. The National Association of Letter Carriers will continue to face some very difficult challenges in the future and we, as a union, need to refocus on the true meaning of our mission statement.

While I’m sure there are a number of NALC union members who know the mission of this wonderful union, but some have lost site of the mission. There is one union branch I know personally that has not forgotten the mission of the brotherhood - and that is the Rockville Branch, NALC Branch 3825. I am grateful for that and a better person today because of it.

Because of some of my personal experiences which I don’t need to explain, I had lost the faith in the true mission of our wonderful union. I thank God for my true friend, Branch 3825 President Ken Lerch. As a friend, I know first hand that he has never forgotten the mission of this union. He has always been passionate about his belief as a trade unionist and I would like to thank him, his executive board and the members of Branch 3825 of Rockville for allowing me the opportunity to continue to be an advocate for the letter carriers of the branch. And let me not forget to mention our NALC Region 13 National Business Agent Tim Dowdy for allowing me the opportunity to represent letter carriers in regional arbitration.

President Lerch approached me sometime ago and asked if I would be willing to assist him and his branch with processing grievances, I graciously accepted the opportunity. Since working with Brother Lerch, we have been able to achieve some significant landmark settlements both locally and in arbitration, winning for the Union and its membership a significant amount of monetary settlements, and more importantly, keeping established local policies intact.

If you have read the last couple scribe articles of Brother Lerch, you know what I’m talking about. As a past president, I know first hand the difficulties stewards have in getting time on the clock to process and adjudicate grievances and get the information necessary to process grievances in a timely manner without delaying the process.

Brother Lerch is a visionary. He had the foresight to fight for and secure an agreement with management establishing best-in-the-nation union time and information request policies to assist his stewards in conducting their steward duties effectively, on the clock, as outlined in Article 17 of our National Agreement. Recently, Rockville Postmaster William Battles came to town and challenged the policies and tried his best to get rid of the policies.

As a result of Postmaster Battle’s refusing to grant the Rockville stewards time on the clock to process their grievances and not provide them the necessary information to support their grievances, he left Branch 3825 with no other choice but to fight back - and fight back is what this union did. I appealed to Brother Lerch to use the branch’s resources to fight this battle, and he spared no expense.

Together we filed hundreds of grievances regarding violations of the union time policy and the information request policy in addition to non-compliance grievances. We were able to win some landmark decisions, paying the branch tens of thousands of dollars in compensation for costs incurred in processing repeated violations, with individual members receiving compensatory remedies totaling in the hundreds of thousands of dollars! If you have read his scribe articles in the last three issues of the Postal Record, you know what I’m talking about. If you haven’t, you need to go back and read them.

Because Brother Lerch has never lost sight of the NALC mission statement, he and Branch 3825 reap the benefit of uniting the brotherhood for the common good of this branch, whereby he and his branch receive the mutual aid and benefit due to this association of brotherly union. I pray that more of us union members can follow Brother Lerch by surrounding ourselves with other members who have the aptitude, knowledge and the passion to fulfill the mission of NALC.

I leave you with this quote from Dr. Martin Luther King, Jr.:

“The hope of a secure and livable world lies with disciplined nonconformists who are dedicated to justice, peace and brotherhood.”

Fraternally,

Alton R. Branson
Vice President Maryland and Washington DC State
It is often frustrating to employees as well as union representatives that it often takes an extremely long period of time before a grieved issue is ultimately settled. While it is encouraging when the union ultimately wins on an issue, it is important that an understanding of how much work and time is involved in ultimately securing victory - especially when management refuses to be compliant.

For example, on June 18, 2014, Local Business Agent Region 13 Alton R. Branson and USPS Labor Relation Specialist Anita O. Crews signed a pre-arbitration settlement agreement that resulted in a very favorable resolution to the aggrieved employees. However, this pre-arbitration agreement was merely the end of a lengthy series of grievances and appeals involving contract violations during route adjustments at the Twinbrook office.

The original issue concerned route adjustments at the Twinbrook office. The route inspections were conducted during May of 2013. During those inspections, Twinbrook Shop Steward Karim Abdullah identified two contractual violations – improper time disallowances on PS Form 3999, and untimely implementation of route adjustments beyond the 52-day contractual window. Steward Abdullah grieved both issues, with both grievances failing to be settled at the local levels (Informal Step A or Formal Step A) of the grievance procedure. Both grievances advanced to Step B of the grievance procedure. For the purpose of this article, we will follow grievance K11N-4K-C 13272222, the grievance addressing the improper time disallowances.

On September 26, 2013, the Step B Team found management in violation of the contract in regard to time disallowances and instructed management to comply with the contract no later than October 26, 2013. As is often the case, management disregarded the Step B decision, and did not make the proper adjustments to route time disallowances by October 26, 2013. The Step B Team, however, did not agree on the remedy
request made by the union for the violation. The remedy was impassed by the Step B Team to arbitration.

Steward Abdullah then filed a follow-up grievance, citing non-compliance to the original Step B instruction for management to comply no later than October 26, 2013. As was the case with most of the grievances in this case, no settlement was reached at the local level with management refusing to even meet with the union Informal Step A or Formal Step A representatives. This grievance advanced to Step B as well with the Step B Team finding management in violation of the contract for non-compliance. Management was then instructed to comply with the original grievance for errant time deductions no later than January 7, 2014. The remedy request was again impassed to arbitration.

For a second time, management refused to comply with the Step B Team instructions to comply, and yet another grievance was filed, K11N-4K-C 13379047. This grievance also was not settled at the local level, and advanced to Step B, where management was again found in violation of the contract and ordered to comply no later than February 15, 2014 while sending the remedy request to arbitration.

Management again refused to obey with the Step B decision to comply by February 15, 2014, and another grievance for non-compliance was filed. Like the other grievances, this grievance, K11N-4K-C 14118365, went unsettled at the local level and advanced to Step B where the Step B Team found management in contractual violation for non-compliance and ordered management to comply no later than April 12, 2014. The remedy was again impassed.

Unbelievably, management disregarded the Step B decision and did not adjust the routes in Twinbrook properly by the compliance date of April 12, 2014. Yet another grievance was filed, K11N-4K-C 144150308. Again, the grievance advanced to Step B, where management was again found in violation and ordered to comply no later than June 30, 2014. And again, the Step B Team could not agree on a remedy, with the issue impassed to arbitration.

In all, after more than a year of letter carriers working improperly adjusted routes at the Twinbrook office, eight total grievances advancing to Step B of the grievance procedure, and six extensions from Step B for management to comply (all of which were ignored), the impassed issues of remedy finally advanced to arbitration. The issue was settled at the pre-arbitration level, and the decision signed by Local Business Agent Branson and Labor Relation Specialist Crews settled grievance K11N-4K-C 13272222 and all other grievances relating to this issue. Terms of the settlement were as follows:

1. Each of the twenty-seven (27) carriers assigned to zone 53 in the Twinbrook office at the time of the adjustments will receive a lump sum payment of $1200.00.

2. Pay is to be received by all carriers no later than thirty (30) days from the date of this decision.

3. Management agrees to adjust all routes in zone 53 by no later than August 18, 2014.

4. If the routes are not adjusted by August 18, 2014, management agrees to pay each carrier $20.00 per day until the routes are adjusted.

5. Management agrees to use the route data from September, October and November of 2013 for the adjustment.

6. Management also agrees to pay NALC Branch 3825 a lump sum of $4000.00 for any and all non-compliance grievances filed on the May 2013 route inspection and adjustments.

7. The lump sum payment to the branch is to be received no later than thirty (30) days from the date of this decision.

In the end, this issue, and the series of grievances it generated, is illustrative of the enormous amount of time and diligence it takes to successfully achieve contractual compliance and compensation when management consciously refuses to be a contractually responsible party. It is important that employees be patient when waiting for settlement of grievances. Sometimes it simply takes a lot of time and effort. Clearly, the system is not perfect, but it is the system we have to work with for now.
Let me first start by saying ‘Thank You’ to brother Ken Lerch for inviting me to contribute to this edition of Unity. It is my honor to be a part of this informative publication that reaches NALC Branch 3825 members from Rockville to Germantown to Damascus to Gaithersburg as well as Letter Carriers across the country!

It will probably come as no surprise that I will use this venue to address the ‘three-pronged’ approach to Legislative success that the NALC has put into place for protecting Letter Carrier jobs, benefits and bargaining rights.

Since 2008, when the USPS first started falling behind on their pre-funding payments, Congress has put forth a barrage of bills aimed at either dismantling the U.S. Postal Service as we know it; breaking it up into its components or addressing the problematic issues from a corrective standpoint, albeit piece by piece.

To the best of my recollection, as of this writing, the number of bills aimed at the Postal Service since 2008 exceeds forty (40) different pieces of Legislation. The point is, at this juncture, it is simply not enough to just “be aware” that Congress likes to have their hands in the proverbial Postal ‘pot’, we need every member to become involved in strengthening and building our Legislative coalition so that we can have the ability to ensure the viability and growth of the Postal Service for future generations.

The first thing you can do is contribute to COLCPE (Committee on Letter Carrier Political Education). This is the Letter Carriers’ very own Political Action Committee (PAC) that permits us to legally ensure labor friendly candidates are elected. Do not think for a second that one cent of our dues can go toward such an endeavor, because thanks to a 1939 amendment to the Hatch Act – labor Unions are banned from contributing to political campaigns! In addition to supporting labor friendly candidates across the country – COLCPE funds afford Carriers just like you and I the ability to be released in the field; participate in grass root political efforts; conduct phone banking and work directly on campaigns to name a few. All of this is done so that we can ensure a Congress is put into place that wants the Postal Service to grow and thrive for generations to come, consequently securing Letter Carrier jobs. Isn’t this worth $5 a pay? Sign up today at www.NALC.org!

Remember…money is power!

Secondly, it takes “people power” to make these hands-on efforts successful. From rallies to town hall meetings; from lobbying to working on campaigns, we are only as strong as the people we have working for us and the more hands on deck, the more we can accomplish. A great place to start is by attending your monthly meetings and getting involved at the local level. You can also write a letter, call or email your Congressional Representative. Your Branch leaders will truly appreciate your participation and will eagerly accept a helping hand. Volunteer today!

Remember… there is strength in numbers!

Finally, at a minimum, become an e-Activist member. All it takes is sharing your email address with the NALC. It’s that simple. Our National President Fred Rolando, as well as our Legislative and Political Affairs Department utilize the e-Activist network to periodically send out email correspondences with up to the minute information on activities on the Hill; what is going on with current legislation or to alert us to attacks on the Postal Service by our adversaries in Congress. This is the platform for reaching out to every member at a moment’s notice to get action and/or involvement on a particular issue. Sign up for e-Activist at www.NALC.org!

Remember….knowledge is power!

I must admit, if you haven’t figured it out by now, I am a bit of a ‘philosopher’ as my children so eloquently like to call me, but if the idioms hold true that 1) you only get what you pay for; 2) you only reap what you sow; and 3) you are only as smart as the people you surround yourself with, ask yourself this question:

What aren’t you willing to do for your job, your bargaining rights, your benefits, your retirement and your very way of life?!

Remember… knowledge is power!

Be sure to vote on November 4th!

Until next time…..
Last spring, the Gaithersburg Main Office was scheduled to go through a full blown route inspection to be conducted by contract-violating entities from the Capital District Stealing Team. At a pre-inspection meeting, we told the creatures that we had two (2) street breaks. I found out on the fourth day of the 6-day count that the thieves put in an office break, which, if not detected, would cost the office 250 minutes per day (four hours and ten minutes per day x 6 days = 25 hours of stolen time).

Why, do you ask, did I find out on the fourth day? The answer is because that’s when we received the PS Form 1838c’s from the first two days of the count from the cowards. The protocol is that the carriers get the forms back the very next day so that any mistakes can be corrected and not repeated. The carriers would also be made aware of any line items that may be overlooked.

The thieves didn’t want the carriers to correct any mistakes or to add line items because it would have been harder to steal routes. To correct the office break, they gave each route a ten minute line 22. This action doubles the effect of the dishonesty of the creatures. Now we would have lost a total of 25 x 2 = 50 hours, or over six routes. If this were to take place, the team would all have been taken for “all you can eat buffets” for a month! Sadly for them, the results were ZERO routes stolen. There is nothing worse than thieves denied booty. Unfortunately for Kensington, they were next on the docket.

Right after that fiasco. I got a call from a letter carrier in New England. He explained to me that his office was the recipient of an “abusive, lying, bully, coward” that was sent there because no other office would take it. Other offices had gotten rid of it because none of the management could stand it.

The entity falsified office times, told carriers to punch out to the street when they were performing office work, and bullied and belittles carriers on a daily basis. The carriers were succumbing to its tactics and running around like scared cats.

I told my friend to get statements from the carriers and file grievances. He told me that most of the carriers had signed a statement about the entity, but the postmaster did nothing about it. I replied that due to the bully tactics, the numbers were probably good, so the postmaster probably liked it. My friend wondered why it had to come to his office. I told him that his office was probably so good and the carriers were so scared, it was a perfect fit.

I told him that the only way to stop it would be to get the carriers to realize that they were the reason the entity’s numbers were so good. I told him to inform carriers to stop skipping breaks and lunches, stop being intimidated by the bullying, and just do the job correctly. If they do, there is nothing the bully/coward can do to them. I also added that in our local agreement, a supervisor like the one he described was recently removed and prohibited from ever supervising in our branch forever. That’s what happens when carriers stick together.

Good luck, my friend.
The advent of the new CCA position has created a bevy of contractual questions. Here’s a few of the basic Q & A’s regarding our newest employees:

1. **What is relative standing?**
   CCAs are credited with something similar to seniority called relative standing. Relative standing is determined by the original CCA hire date in an installation. For those CCAs who were Transitional Employees (TEs) before being hired as CCAs, all time served as a TE after September 29, 2007 is added. However, time spent on a five day break is not included for purposes of calculating relative standing. All time spent on the rolls as a city letter carrier transitional employee after September 29, 2007 will be added to CCA time in an installation to determine relative standing. Breaks in transitional employee service are not included in the relative standing period. Relative standing is extremely important for a few reasons. First, when CCAs are converted to full-time career status within an installation, the CCA with the most relative standing in that installation is the first one converted to full-time career status.

2. **Is there a “lock-in” period that a CCA must meet before being reassigned to another installation?**
   No, there is no lock-in period a CCA must satisfy before becoming eligible to reassign to another installation. Eligibility to move between installations is generally intended to address situations where an individual CCA would like to be reassigned to another installation for personal reasons and there is an agreement between the “losing” and “gaining” installation heads.

3. **When does a CCA become eligible for a uniform allowance?**
   Upon completion of 90 work days or 120 calendar days of employment as a CCA, whichever comes first. CCAs who have previously satisfied the 90/120 day requirement as a transitional employee (with an appointment made after September 29, 2007), become eligible for a uniform allowance when they begin their first CCA appointment. When a CCA becomes eligible for a uniform allowance, funds must be approved through an eBuy submission by local management. After approval, a Letter of Authorization form must be completed and provided to the employee within 14 days of the eligibility date. The CCA takes the completed form to a USPS authorized vendor to purchase uniform items. The Letter of Authorization can be located on the Uniform Program website on the Blue Page under Labor Relations. Uniform items can only be purchased from USPS licensed vendors. A list of all authorized Postal Service Uniform vendors is located under the Labor Relations website: Uniform Program from the Blue Page and also on Liteblue under My HR, and look for the link for Uniform Program. The licensed vendor creates an itemized invoice of the sale, provides a copy of the invoice to the CCA, and sends the original invoice for payment to the local manager identified on the Letter of Authorization. Upon receipt, the local manager certifies the invoice and pays the vendor using the office Smartpay card.

4. **How do CCAs earn annual leave?**
   Annual leave is provided to CCA employees for rest, recreation, emergency purposes, and illness or injury. CCA employees earn annual leave based on the number of hours in which they are in a pay status in each pay period. In short, CCAs receive one hour of annual leave for each unit of twenty hours in pay status in each pay period, not to exceed more than 4 hours annual leave in any pay period. CCAs that are converted to career status do not carry over any accumulated leave balance at time of conversion. Those CCAs will receive a terminal leave payment for any leave balance at the end of their CCA appointment. CCAs do not earn sick leave, therefore annual leave or leave without pay must be used in bereavement leave situations.

5. **What are a CCA’s right in discipline procedures?**
   CCAs may be separated for lack of work at any time before the end of their term. Separations for lack of work shall be by inverse relative standing in the installation. Such separation of the CCA(s) with the lowest relative standing is not grievable except where it is alleged that the separation is pretextual. CCAs separated for lack of work before the end of their term will be
given preference for reappointment ahead of other CCAs with less relative standing in the installation, provided the need for hiring arises within 18 months of their separation. CCAs may be disciplined or removed within the term of their appointment for just cause and any such discipline or removal will be subject to the grievance arbitration procedure, provided that within the immediately preceding six months, the employee has completed ninety (90) work days, or has been employed for 120 calendar days (whichever comes first) of their initial appointment. A CCA who has previously satisfied the 90/120 day requirement either as a CCA or transitional employee (with an appointment made after September 29, 2007), will have access to the grievance procedure without regard to his/her length of service as a CCA. Further, while in any such grievance the concept of progressive discipline will not apply, discipline should be corrective in nature. In the case of removal for cause within the term of an appointment, a CCA shall be entitled to advance written notice of the charges against him/her in accordance with the provisions of Article 16 of the National Agreement.

6. Can CCAs opt on (hold down) vacant duty assignments?
Yes, but there is a waiting period of 60 calendar days from the date of appointment as a CCA. Once the CCA has met this requirement there is no additional waiting period for applying for/being awarded a hold-down when the employee is converted to career. A CCA may be “bumped” from an opt if necessary to provide 40 hours of straight-time work over the course of a service week to part-time flexible letter carriers assigned to the same work location. In this situation the opt is not terminated. Rather, the CCA is temporarily taken off the assignment as necessary on a day-to-day basis. hold-down assignments are awarded to eligible career letter carriers by highest to lowest seniority first and then to eligible CCAs by highest to lowest relative standing in the installation.

7. What is the process for CCA conversion to full-time career status when filling a residual vacancy?
This is a relatively complicated issue. The new national agreement includes provisions to phase out the part-time flexible (PTF) carrier position. Therefore, when residual vacancies occur (vacancies that arise when no qualified bidder places a bid on a posted position within an installation), a pecking order to fill such a vacancy has been agreed to by the national parties. Residual vacancies and full-time regular opportunities covered by this agreement (which are not subject to a proper withholding order pursuant to Article 12 of the collective bargaining agreement) will be filled in the following order:

1. Within 28 days of an assignment becoming residual (or for current residual vacancies no later than the first day of the third full pay period after the effective date of this agreement) the assignment will be filled by: a) assignment of an unassigned full-time regular or full-time flexible city letter carrier in the same installation and then, b) conversion to full-time status of a part-time flexible city letter carrier in the same installation as the residual vacancy.
2. Residual vacancies that cannot be filled through step 1 will be posted in eReassign for a 21 day period during the next available posting cycle. Application for these vacancies will be accepted only from PTF city letter carriers. Consideration will be given based on the order the applications are received and will include reassignment requests already pending in eReassign as of the date of this agreement. Requests from part-time flexible city letter carriers will be acted upon without regard to normal transfer considerations.
3. Residual vacancies that remain after step 2 will be filled by acceptance and placement of voluntary reassignment (transfer) requests from full-time regular and PTF carriers as well as other crafts from within the installation or through eReassign, and conversion of city carrier assistants to full-time career status in the same installation as the residual vacancies. Reassignments from other crafts will be made consistent with the terms of the Memorandum of Understanding, Re: Transfers. The number of reassignments granted is limited to the one in four or one in six rule as defined in the Memorandum of Understanding, Re: Transfers, as applicable. Conversion of city carrier assistants to full-time career status will take place no later than the first day of the third full pay period after either the close of the posting cycle or, when an employee is being considered for transfer, the date the employee or employer rejects the offer/request. Part-time flexible city letter carriers who elect reassignment to another installation through this agreement will receive retreat rights back to their original installation. Retreat rights will be offered to the first residual vacancy in the original installation that occurs when there are no part-time flexible city letter carriers on the rolls of the original installation. City letter carriers who exercise retreat rights will have their craft seniority restored, augmented by time worked in the other facility, upon return to the original installation. Failure to accept retreat rights ends the opportunity to retreat back to the original installation.
SAFETY TASK FORCE

The USPS Capital District in partnership with the NALC launched a Joint Safety Task Force earlier this summer. Under the direction of NALC National Business Agent, Tim Dowdy and District Manager, Kelvin Williams, four, two member teams were created. One NALC member and one postal supervisor or manager work together to raise the safety awareness in offices throughout the Capital District. I was asked to participate in this important project and I’ve been working with my management partner, Trudy Robinson in 208 and 209 offices.

No one is more skeptical of management’s commitment to safety than I am. Too often safety issues take a back seat to getting out of the office by a certain time or back by a certain time. That’s why we have to take ownership of our own safety. No one cares more about your safety than you do. No one wants to be injured or to be the cause of an injury. Don’t cut corners with your safety, your co-workers safety or the safety of the public. Pay attention to safety above all else when on the job. Develop, practice and maintain good safe working habits in the office, when driving and on the street. Take the time to do your jobs safely. I post safety items on Twitter, @safedcmd

CDRAAP

As I write this, the NALC and USPS have announced a City Delivery Route Alternative Adjustment Process called CDRAAP. Using the street times, recorded volume standard time or the office times generated by the regular carrier during May, September, October, 2014 and possibly November and January, 2015, routes in selected offices will be adjusted to as close to eight hours as possible. While there is no perfect way to inspect routes, the Joint process that has been used off and on for the past several years is a much better way to evaluate and adjust routes than the traditional six day count and inspection. In the joint process we have a hand and voice in almost every step of the process.

If you have failed to heed the warnings to work your route the way it’s supposed to be done; there may still be time to do that. Follow these steps for getting a proper evaluation:

1. DO NOT case sequenced mailings, DPS or FSS. You will not get the office time needed to case these mailings in your CDRAAP evaluation. Casing them will reduce your street time. This reduced street time will be used in CDRAAP. 2. DO take your 30 minute lunch and your one or two 10 minute street break. The reason for taking these breaks is obvious. If you don’t take them they will not be part of your evaluated street time. 3. DO enter the proper clock rings. These clock entries will be the basis for your evaluated street time. If you work on another route, enter the accurate clock rings for that work. The CDRAAP process should be underway in November when the offices to be evaluated will be selected by NALC and USPS district lead team members.

CCA’s

There has been an explosion in the hiring of CCA carriers in the past several months. Not only in our branch and district but throughout the country. Eighteen months after the National Agreement arbitration award that created a path for the supplemental carrier workforce to enter the regular carrier ranks, we are seeing sufficient numbers of CCA carriers hired to make a difference on the workroom floor., Forced overtime work that had been a near daily part of a regular carrier’s workday is now the rare exception instead of the norm in Gaithersburg. It would be satisfying to believe that the relentless Article 8 grievances played a major role in the CCA hiring barrage but the reality may be AMAZON. The Sunday delivery of packages that is slated to begin in early October is probably the driving force in the spike of new CCA’s. I guess you really can get anything on AMAZON.
As we all know, the job of a letter carrier is a lot more “complex” than it was when many of us started our postal careers. When I started in 1977, I had a letter case, a flat case, a JEEP and a small hamper to move the mail to that small jeep. No MSP’s to scan, no Delivery Confirmation packages to scan, NO scanner. No DPS, FSS, 3rd or 4th bundles. No 30 or 40 parcels. Please give our CCAs all the assistance they will need to succeed as letter carriers. Be patient with them and take the time to show them how to do the job. Ask a CCA what size shirt they wear and order one for them from a uniform vendor. In spite of what management may think (“I only gave her all of route 15 and a 2 hour bump?”) these new carriers are not going to be as fast as the regular carrier. In time and with our support our CCAs will flourish in their jobs.

VEHICLES

The LLV postal vehicles are now 20 to 27 years old. They were manufactured between 1987 and 1994 at an initial cost of $11,651 each. LLV’s make up 75% of the delivery fleet. The USPS has been unable to identify any U.S. manufacturer of right-hand-drive vehicles that meet its operational requirements. Custom built vehicles such as the LLV and FFV are more costly than using a commercially available vehicle with modifications to fit the needs of the service.

The USPS OIG issued a report indicating that commercial vehicles with some customization would be the best option. Now the USPS is exploring the option of keeping the body of the LLV and replacing the chassis and drive train. USPS recently posted a notice on the Federal Business Opportunities website. It is asking interested manufacturers to submit proposals for a replacement chassis/drive train for the LLV. Some of the required specifications are fuel economy better than the LLV, USPS estimated 9 MPG and the service life should be 20+years.

Whatever the final outcome is of the USPS search for an LLV replacement vehicle, it won’t come soon enough for many carriers currently driving their “classic” LLV’s.

As most of you know by now our office has picked up brand new CCAs that are doing their best to keep their job. Unfortunately they are not being trained properly. There is a criteria set for trained trainers to spend three days of training with the trainer and new CCA completing a training book containing 122 points of instruction. We only have one trainer in our office, and he said he would not sign off on any of the training books because management would not allow him to instruct what he was trained to do. The only thing management cares about is “8 Hours 8 Hours 8 Hours” and “scan, scan, scan.”

As a steward, it sure is keeping me busy. What is the point of hiring new CCAs if you’re not going to train them to do the job in a safe and productive way? They have set these people up for failure. They are already moving towards discipline to these people without giving them the chance to learn anything about the job that they have been hired to do.

The number one problem still is DOIS, without a doubt. The supervisors look at these DOIS projections like it’s the gospel. They never look at the human factor or think back when they may have carried mail, if they did at all. I recently was witness to a carrier being yelled at on the work room floor for turning in his PS Form 3996 on Monday with multiple box holders etc. I also have a grievance going for a carrier that was instructed to have mail in his hand and his lap while driving on mounted relays to meet DOIS numbers.

I have been saying for years now that if you think you’re going to go over the allotted time, fill out a PS Form 3996. If they disapprove it, call back at 3:30 and let them instruct you as to what to do. I just can’t believe we are still arguing these same things over and over again. Management harassment must stop, but if you are harassed, I need a statement. Zero tolerance policies are still in force. If I could just get a few statements concerning zero tolerance or harassment, maybe it could ease some of the tension in the office. Does anyone remember what happened to Jerry Lane?

Three days ago, a 204b told me as I walked into the office that I would have under time and I would be getting a bump. I said, “first of all, how can you determine that this early, plus what are you doing with all the new CCAs?” He answered, “Oh! I forgot about the CCAs.” Yep it’s true they will put anything in a tie or a pant suit. Does Management know how ridiculous they look with three or four of them pouring over one little computer screen with DOIS projections on it? They probably don’t know that Microsoft XP is a defunct operating system and the junk computers they are using are simply that, junk.
It has been a while since the publication of our last issue of *Unity* – nearly a full calendar year. There has been good reason for this, and, in my opinion, the story behind this delay in publication is a story that needs to be told. So please bear with me for a few paragraphs as I relate the details of events that have been some of the most important in the history of NALC Branch 3825.

There are many barriers this union encounters in the pursuit of contractual justice. Our contract is built upon the presumption that both parties, the USPS and the NALC, are fully invested and responsible parties acting in good faith. However, trouble begins when one party decides to abandon their responsibilities to the contract, breaking that commitment to act in good faith.

Management has had a history of abrogating their responsibilities as defined in the contract, including failure to meet at both the Informal Step A and Formal Step A of the grievance procedure. Failure to meet at these steps of the grievance procedure eliminates any possibility of settling issues at the local level. This radically extends the manpower and financial costs to the branch as the most basic of contract disagreements linger in the system as they move through Step B and beyond.

With the arrival of new Rockville Postmaster William Battles, this tactic escalated to previously unseen and tremendously expensive levels. As noted in Alton Branson’s article in this issue, Rockville has established some of the best union time and information request policies in the nation. Postmaster Battles, in an effort to block steward access to time and information needed to adequately represent our members, made the decision to no longer be a contractual partner acting in good faith. Postmaster Battles stonewalled the union at nearly every turn.

As a result, simple grievances, many of which could have normally been settled inexpensively at the local level had to be prepared for processing to Step B of the grievance procedure. The amount of hours and money needed to adequately document and write up the hundreds of intentionally stonewalled grievances for Step B grew to enormous size. Just the paper copying costs associated with processing these grievances grew to amounts in the tens of thousands of dollars.

To complicate matters, Rockville management opted to act with even more disregard for the contract. Even when the Step B team found management violated the contract and ordered management to adhere to the contract plus provide a compensatory remedy, management simply refused to comply. This forced the union to file additional grievances for management non-compliance, again driving up the costs to the branch. Over time, this prolonged tactic started to drain the finances of Branch 3825.

The budget meetings for the year 2014 were tense indeed. Some drastic decisions had to be made and cuts were proposed. In an effort to sustain the primary function of the union – representing the contractual rights of the membership – branch events including the annual picnic, compensation to delegates of the state and national conventions and publication of the branch newsletter *Unity* all had to be cancelled or postponed. Even with severe cuts, the branch still had to face the fact that without significant change, bankruptcy was a real possibility.

What made matters worse was the fact that even though some of the grievances that Step B decided as violations for non-compliance on the part of management advanced to arbitration, arbitrators had been largely reluctant to award monetary compensatory remedies to union branches for costs associated with processing grievances.

This became a critical juncture for the branch. If arbitrators remained closed to the idea of compensation to the branch, no matter how consistently management violated the contract, the door would open to a strategy that could be used to break union branches across the country. All management had to do is consistently and repeatedly violate the contract, refuse to settle grievances at the local level, let the grievances move on to Step B and ignore the decisions, and let arbitrators settle the issue with no financial penalty. Meanwhile the costs to the branches to maintain and process these grievances would be financially crushing. Either that, or the unions would be forced to give up pursuing these grievances altogether.
Fortunately, as these grievances reached arbitration, it soon became apparent to arbitrators that management had reached a level of willful non-compliance and contractual malfeasance that reached an egregious level. Finally, the wall of resistance to monetary payments to the branch as compensation for excessive costs in situations where management flagrantly and consistently violated the contract had been broken at the arbitration level. In short, management had acted so badly, arbitrators could not excuse them any longer. Now they had to pay.

In the end, things worked out to the benefit of the branch. But, in my opinion, I believe it may be time to take a long hard look at the grievance procedure itself. Having spent some time as a Step B Team member, I soon became aware that the Step B system is clogged with grievances that have never been adjudicated at the local level because management had simply refused to meet with local union officials. Because of this, Step B, a step in the grievance procedure designed to settle serious disputed grievances before resorting to arbitration, often becomes a repository for many grievances involving simple contractual solutions that have never even been discussed by local management and the union. This should not happen.

In addition (and I am guilty of this as a Step B representative), I have given management too many chances to comply to prior decisions before impassing these grievances to arbitration. It is sad that the union must incur the tremendous cost of building and documenting a case of management non-compliance so repetitive and flagrant before arbitrators act on monetary compensatory remedies. Perhaps in the future, when management has a documented pattern of contract violation and non-compliance, contractual grievances citing continued management violation will be fast tracked to arbitration. In the meantime, compensatory decisions have to be won the hard, time consuming and costly way described in this issue of Unity.

As of this writing, the amount of grievance settlement awards won by Branch 3825 is nearing $1.0 million! Most of this is in compensation to members, but the branch has been awarded a significant amount of funds sufficient to place the branch on stable financial ground. A lot of hard decisions had to be made by President Ken Lerch and the members of the Executive Board. All members should personally thank Ken for his fortitude to stay the course during the darkest moments of this chapter of branch history.

So here is your latest edition of the NALC Branch 3825 newsletter, Unity. It is indeed good to be back!

**LEGISLATIVE UPDATES**

Below is information from the NALC on the major Postal Reform legislation currently working through Congress. Be active. Call your representatives and let them know your opinion.

**Postal Reform**

The Postal Reform Act of 2013, **H.R. 2748**, was introduced by Rep. Darrell Issa (R-CA), the Chairman of the House Oversight and Government Reform Committee, and Rep. Dennis Ross (R-FL) on July 19, 2013. The bill was marked up and approved by the committee on a party-line vote on July 24, 2013, with all Republicans voting “yes” and all Democrats voting “no.” On behalf of its 275,000 active and retired members who live and work in every congressional district across the country, the National Association of Letter Carriers urges Congress to reject H.R. 2748.

The proposed Postal Reform Act of 2013 (**S. 1486**), a bill introduced by Senators Tom Carper (D-DE) and Tom Coburn (R-OK) in the Senate, sets the Postal Service on a direct path to failure. It falls far short of what is needed and is much worse than the deeply flawed bill that passed the Senate during the 112th Congress. **S. 1486** would slowly dismantle the Postal Service’s invaluable retail, mail processing and last-mile delivery networks, which are crucial for the booming e-commerce sector, while maintaining a misguided mandate to pre-fund retiree health benefit costs decades in advance. This is the last thing Congress should do.

**H.R. 961** would require OPM to recalculate the postal surplus in the FERS pension fund using postal-specific salary and demographic assumptions. The legislation would then require that any returned surplus funds be used by the Postal Service in making any outstanding payment obligations. The bill would also require the practice of using postal-specific assumptions moving forward. **H.R. 961** takes a responsible and fair approach to determining the USPS’s FERS surplus and/or liability.

**S. 316 & H.R. 630**: Over the past several years, there have been numerous measures introduced in the House and Senate to address the Postal Service’s financial condition and to facilitate a viable future for one of America’s most useful and popular institutions. Many of these bills had important components to return the Postal Service to operating as a financially sound company, while many others completely miss the mark, favoring efforts to dismantle the Postal Service rather to save it.

However, S. 316 and H.R. 630, both titled “The Postal Service Protection Act,” are the only pieces of legislation that include all the key provisions necessary to return the Postal Service to financial health in both the short and long terms, while preserving its vital networks, high-quality service standards and solid middle-class jobs.
SOLIDARITY!

How could this happen?

I don't know, I was giving plenty of discipline!

Laird
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