

# UNITY



*Dare to Struggle, Dare to Win*

**BRANCH 3825**

*2000 and 2002 National Award Winner for General Excellence*

*Volume 25 #2 Summer, 2006*

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**WE ARE ROCKVILLE, GERMANTOWN, POTOMAC, TWINBROOK, PIKE, DERWOOD, GMF & CABIN JOHN**

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## President's

### Report

As of this writing (July 23, 2006), we have 7 REMOVALS and (5) 14 DAY SUSPENSIONS in the grievance process. Management is issuing REMOVALS for backing accidents even if the other cars bumper is barely touched. We are getting most of these overly harsh disciplinary actions reduced to a Letter of Warning in the grievance/arbitration process. So why is management continuing to issue REMOVALS for first time offenses? After all, the costs of sending these types of cases to Step B are in the thousands of dollars. If the grievance goes to arbitration, another couple of thousand are added to that cost. The answer is that management believes these costs are worth it. If management can put fear into some Carriers, the costs of the grievance procedure are worthwhile. This is sad, but seems to be their strategy. So the Union will have to keep putting together great case files to combat management's attacks. I talked to the president of Gaithersburg, Steve Klein, who told me that they have (8) 14 DAY SUSPENSIONS in the grievance process. Our District, the Capital District, is going discipline nuts!

In the last issue of Unity I wrote; "Recently, management has taken a new position concerning subjecting carriers to drug and alcohol tests. In the past, the physician could decide to perform a drug or alcohol test based on their own observations of the employee. The new interpretation by management is this; Management can order a drug or alcohol test at any time for any reason. What a change! This is yet another issue that will be decided by the Step B team or an arbitrator!"

Well, the Step B decision has arrived and it was a complete win for the Union. Only the physician can

order a drug or alcohol test and that decision will be based on the visual observation of the employee by the physician.

Management is getting even more aggressive in their goals to get Carriers back by 5:00pm even if you are carrying extra from another route. Submit a 3996 estimating the amount of time it will take you to complete your assignment and all other required duties. This includes the time to carry a bump from another route. Don't forget to include travel time in your estimate. If you can't complete the assignment in the allotted time, call back and inform your supervisor of such. They will instruct you to complete your assignment or bring the mail back. If you get disciplined for using more time than management believes you should have used, we will be successful in getting that discipline knocked out.

We are continuing to get PTF's converted to regular status in the grievance process by using the criteria of the maximization/Full-time flexible Memorandum of Understanding dated July 21, 1987. In Rockville we are slightly over 97% regulars (297 regulars and 9 PTF's.) We should all be proud of the job our Union has done in this area!

It looks as if the Bush administration is sabotaging Postal Reform at the eleventh hour! Key changes in the law have been proposed by the Bush administration that will hinder the Postal Service and ultimately reduce our pay and possibly our benefits. Additional information will be coming out in the next few weeks. Read the NALC bulletins and visit the NALC website at [WWW.NALC.ORG](http://WWW.NALC.ORG) for updates on this critical issue!

IN THE STRUGGLE,

*Kenneth Lerch*  
President NALC 3825

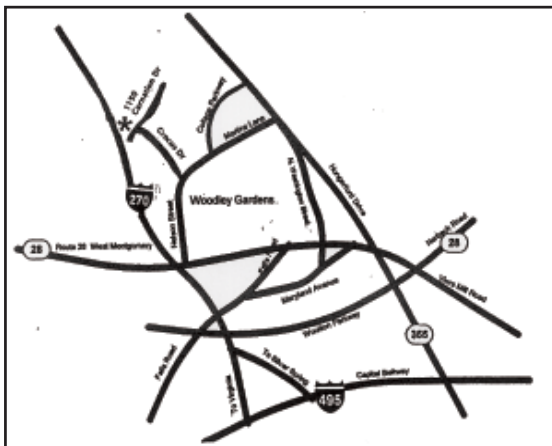
## OFFICERS

**President.....Ken Lerch**  
**Vice President.....Ray Jordan**  
**Rec.Secretary.....Tom Preston**  
**Fin.Sec.Treas.....Dominick Lignelli**  
**Sgt.at Arms.....Les Gaynair**  
**Editor.....Mike Shawn**  
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**Trustee.....Tony Gatling**  
**Trustee.....Mike Curley**  
**Trustee.....Burt Weisner**  
**Trustee.....Tim Bonnett**

*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

## ELECTION NOTICE

This is official notification to all members of Branch 3825 that nominations of all branch officers for the 2006-2007 term, as well as delegates to the 2007 State Convention will take place at the regular monthly Union meeting September 6, 2006 at the Rockville Senior Center, 1150 Carnation Drive.

Nominations will be taken for the office of President, Vice President, Recording Secretary, Financial Secretary-Treasurer, Sergeant-At-Arms, Health Benefits Rep, Editor, Distributor, Mutual Benefits Rep, and five Trustees. All officers nominated and elected will serve a one year term.

The election will be conducted by secret mail ballot. Ballots will be mailed to the members last known address and will be counted at the November 1, 2006 meeting. The Installation of elected Officers will be conducted at the December 6, 2006 Branch meeting.

Sincerely,

Kenneth Lerch  
President Branch 3825

### Schedule of Union Meetings

September 6  
(nominations)  
October 4  
November 1  
(election results)

## What's Wrong With This Picture...

Now let me get this straight. In the age of modern technology, computers and new fangled electronic devices, Rockville management has resorted to using the "magic stick" to measure our residual mail. This yard stick was employed to give a more accurate count to our morning turn back mail. It never ceases to amaze me to what extremes Postal Service management will go to justify their existence. Measuring our mail with a "magic stick" is not an accurate indication of a carriers daily workload. The only true measure of the route is a full piece count. Unfortunately there are already signs that the "magic stick" has become more of a "whoopin' stick" on some carriers. Management is seemingly using the stick as a magic wand to make overtime requests vanish into thin air. Beware of the abracadabara moves. Stick to your guns when it comes to your route time. Put in for the time you need and don't be tricked by the magic stick or wand being used by management.

Recently I stopped by Carmen's in Woodley Gardens for a cup of java and some conversation (OK, and a gelati). The girls behind the counter asked me about being a letter carrier and some of the job benefits. I told them that we make overtime (and penalty overtime) for working over 8 hours. We talked about other benefits and then I explained to them that we were some of the few workers left in the country that received COLA (cost of living adjustment) raises. These COLA increases (the September 2006 adjustment stands a \$728) are Union negotiated and achieved through successful collective bargaining. They were certainly impressed.

I bring this up because contract negotiations will begin on a new National Agreement in August. Our current contract runs out in November of this year. Let us not forget that 2006 is also the year for national political midterm elections. Many factors will influence the elections and our contract in November. I suppose that the economic factors might be the biggest force of influence. Right now the economy is a little sluggish and energy costs are way up. Gas prices are at an all time high but I believe that is relative. When I went to Europe last summer the gas prices were at \$6.40 a gallon in England.

So how does this effect the contract negotiations? Mail volume has remained steady or slightly up for the SPLY (same period last year). We are closing in on DPS flats and less and less jobs in the clerk and carrier craft.

Branch President Ken Lerch read me a frightening statistic - we are down about 50 regulars from 10 years ago in Rockville. Yes, that is pre DPS letters, but think about that number when we have had substantial growth in our delivery area during that time. We are constantly being hounded over our work productivity (see magic stick above) by management. My point is that we as carriers need a sympathetic political environment and a positive, robust economic climate to succeed in our contract. For all the years of extremely successful contracts for letter carriers, I am confident in our negotiating team to once again keep us moving forward in our wages and benefits.

Closer to home, we are experiencing a rash of serious discipline in our Branch. There are an extraordinary amount of 14-day suspensions and removals being divvied out, and for some weak-ass charges. Issuing a carrier a Notice of Removal for having an at fault backing accident is preposterous. First of all, almost all of us have to back up at some time during our day. It can not be totally avoided. My first move in my truck each day is to back out of my parking space. Listen up. To be disciplined an employee must willfully violate a rule or regulation and there must be proven just cause for the discipline. Giving an employee a 14-day suspension or Notice of Removal for one vehicle accident of minor consequence is strictly a punitive act and serves no corrective purpose. We are now seeing the ugly side of paper suspensions when management issues them as much as Alex Rodriguez makes errors\*. Our branch, behind Ken Lerch and terrific stewards, has been successful in winning grievances to modify these bogus disciplines but don't take it for granted that this will happen. Be careful out there when backing up.

And last but not least, a toast to **Azzurri the Italian World Cup Soccer champions for 2006.** Campanoni del Mundo 4 times. There will be a whole lot of "bella serra's" in the next four years.

**Ciao.....Dominick Lignelli**

*\*while it's true that A-rod is in a fielding slump, he is a gold glove caliber fielder, a fact well known to El Presidente. A-Rod will get better, it's doubtful we can hope for the same from management. (editor)*

## Word from Germantown

Well, the route inspections in Germantown are over and we did not lose a single route. That was accomplished due to the hard work and preparation that all of the carriers in Germantown did to learn about the inspection process. These carriers wrote down questions, attended a training session, checked their inspection sheets daily, and asked to see a steward if there was a problem. They were incredible and deserve all of the credit for being, as far as I am aware, the only office in the District that didn't lose a route. Thanks, of course, go to our diligent President Ken Lerch, our incredible technical advisor Steve Klein for his training and help and to Postmaster L. Dheman for staying on top of things.

Now that the good news is out of the way, that is not to say that the inspections were fair or honest or even reasonable. The team came into our office; they strutted around and made mistakes that screamed of incompetence. When they realized that they were not going to be able to take out routes... they just shifted around the territory and left. Unbelievable! It was as if they were playing dominoes and using the streets as the dominoes. They shifted, cut and slammed. Several examples, a set of six cluster boxes with the two in the middle given to another route, a cul-de-sac with 4 cluster boxes...one cluster box given to another route. A route with 800 some odd stops listed as 7:17...hahaha I love that one. Carriers driving PAST the streets they have delivered for years, right in the middle of their route, to deliver somewhere else. The routes are definitely slanted, some seriously overburdened and others under. No rhyme, no reason and apparently no accountability! We shall see what happens with special inspections.

The discipline served up in Germantown lately is rather pathetic. We have been told that one discussion for unsatisfactory work performance is sufficient for our entire career! This means, you only get one discussion for everything! Wow! I wish that management was held to the strict unyielding road that they expect us to travel.

Three carriers received letters of warning when they were not back by 5:00 pm the day before a holiday. One of the carriers was on a route that she had never cased nor carried and the labels did NOT match the DPS so the route was out of sequence. All three of these employees called back but it seems that management did not communicate with each other. So, the LOW's were basically a lie yet they are STILL going to Formal A because management doesn't seem to be

capable of two simple things... 1) admitting they were wrong and 2) resolving the problem at the lowest level.

Recently, there were edit sheet failures that landed the employees 14 day suspensions with NO prior discipline history. This is just another fine example of how management trumps up charges and escalates discipline. In one of the cases, the carrier had written "vacant" in several boxes even though they were not 90 days old yet. He did this because we are told that if we misdeliver mail... we will be disciplined and putting mail in a box where no one lives is delaying and misdelivering forwardable mail. We are also told not to list an address on our edit sheet UNLESS it is 90 days old!!! So, this letter carrier is doing exactly what he was told to do, maintaining his route so that no one fills the boxes with mail when he is not on the route and not listing the vacants on the edit sheet because they are only temporary. This carrier was in every way attempting to do his job properly but there was a national audit and according to an audit, all vacants have to be on the edit sheet BUT MANAGEMENT TELLS US NOT TO LIST THEM UNLESS THEY ARE 90 DAYS!!!! Is everyone getting this? I just want to bang my head on the wall this crap is so stupid!

So what happens? Because Germantown failed its national audit, Mgt. takes it out on the employees with unbelievably escalated discipline. A 14 day suspension is ONE STEP from a removal. Please tell me how this kind of discipline is warranted? I think that all of the parties involved in handing out this kind of heavy handed trumped up discipline should be criminally charged. Why not? I mean, is that any more ridiculous than giving decent employees a 14 day suspension when they thought they were doing what they are supposed to do? Why is management allowed to get away with this kind of emotional battering? Why am I receiving letters from Jerry Lane and the Postmaster General about violence in the workplace and how the Post Office is doing everything it can when front line management is allowed to get away with threatening carriers jobs without justification or reason?

The United States Postal Service spends thousands of dollars training its employees and then hundreds of thousands of dollars trying to fire them! What the heck is wrong with helping to IMPROVE work deficiencies. Why is their first instinct to go for the kill? It would seem to me that with a tiny bit of helpful instruction, most problems could be corrected. Alas, no... it seems that all that our supervisors in this District know how to do... is discipline. They know how to do that because it comes from above. They are told that is how to handle situations and that is their training. It does not take a great mind or even a competent mind to lash out with severe

discipline for even the smallest infractions. It does however take a great mind, heart and soul to decide that a happy well trained employee is worth the effort that it takes to manage intelligently and effectively.

Last but certainly not least, is the FMLA Coordinator. I want all carriers to be aware that there is a person with as far as anyone can see...no training in the Federal FMLA Law. This so called Coordinator, issues letters to employees just to create havoc in their lives so that they won't dare ask for FMLA again because it was so difficult! PLEASE DO NOT be intimidated by this tactic!!! The letters sent to the employees are absolutely ridiculous and vile. There was one carrier who missed the birth of his own child because this so called coordinator told him that he didn't qualify for FMLA! Another carrier had a broken neck and guess what...his paperwork wasn't sufficient either. That is too horrible for words. These letters are incorrect almost every time and the employee does qualify. FMLA is our federally protected right so please don't let some troll in an office tell you that you need to jump through hoops to qualify. See your steward right away **WHEN** you receive this letter because so far, every request for FMLA in this District seems to be met with a letter. Don't throw away your rights, exercise them.

Amy Campaign,

Shop Steward, Germantown

## ***Vice President's Report***

Here we go again. The heat is being turned on Rockville literally and figuratively. The temperature is soaring outside and management is turning up the heat in the office. The carriers are being pressured to carry their routes in eight, do undertime or carry their routes and a bump and be off by 5 P.M. In order to accomplish this some carriers are taking shortcuts such as skipping their lunch and breaks, not reading through the mail and not following safety rules. This in turn has led to a rash of discipline against the carriers.

What can be done about it? There are a few simple but highly effective rules that we can follow that will make our lives as letter carriers a whole lot easier. First, ignore any of the crap

that management spews out about DOIS. DOIS is an internal management tool that is never used properly. There are no contractual provisions nor is it found in any handbooks or manuals recognized by the NALC. When your supervisor tells you to carry a bump in undertime request a 3996 and fill it out for the time it takes you to complete your assignment and the bump including travel time. If you are going to be past a certain time call back to the office and inform management. Management is then obligated to tell you to continue to deliver the mail, provide you with assistance or instruct you to bring back the mail. We have never lost a grievance in which the carrier followed the S.O.P!! This means that the carriers are going to have to fight for our contractual rights and be willing to follow the rules all the time. When the letter carriers stand united, we are a force to be reckoned with. Divided, we're just a grievance machine.

Recently there have been carriers who have been interviewed by the Postal Inspectors or the OIG and did not request a shop steward. When you are interrogated by anyone concerning your job performance or possible criminal activities you should not be in there without a witness! The same principle applies to these investigations as to when management calls you in for a P.D.I. The inspectors are obligated to provide you with representation when requested so always exercise this important right.

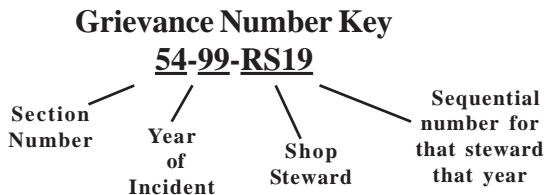
The NALC national convention is coming up in August 2006 and will be held in Las Vegas from the 14th thru the 18th and promises to be of our largest ever. Negotiations for our contract begin ten days after the convention so this more than likely will be a focal point for discussion. There will be plenty of workshops and I plan to attend as many as possible. Also there is a retirement dinner for the outgoing officers and I wish them well for the future.

Recently I had the opportunity to spend a week at the NBA's office in Virginia as part of my project for the Leadership Academy. I learned about the function of the NBA as it relates to the national as well as the regions they serve. I was assigned to complete various projects, give some input on grievances and observe the NBA and the RAA's in action and I thoroughly enjoyed my time there. I would like to thank Tim Dowdy, Jim Sherfey and Vada Preston for all the knowledge they imparted on me in my short time with them.

**Ray Jordan**  
Vice-President

## Key to Shop Steward Abbreviations

MC - Mike Curley .....	20852
SM - Shearly McFadden Shawn .....	20852
MS - Mike Shawn .....	20851/53
RP - Rob Parker (alt) .....	20851
LS - Les Gaynair .....	20854
KL - Ken Lerch .....	20852
RJ - Ray Jordan .....	20854
SL - Sergio Lemus .....	20850
CB - Charlie Basham (alt) .....	20874/76
KA - Kevin Abernathy .....	20851/53
AC - Amy Campain .....	20874/76
DL - Dominick Lignelli .....	20850
TP - Tom Preston.....	20874/76



## 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 199 GRIEVANCE SUMMARIES ending July 22, 2006. Any grievances brought up to the Union Office after this date will appear in the next issue of Unity. Due to the high volume of grievances there are currently more than 100 grievances at the Union office yet to be summarized.

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

IN THE STRUGGLE,

Kenneth Lerch  
President NALC 3825

## DERWOOD

1. 55-2005-SL59. Informal A. Harassment/lack of dignity and respect case. The supervisor will be instructed on how to talk to the Grievant concerning allegations of slow casing.
2. 55-2005-KA3. Informal A. Harassment/lack of dignity and respect case. When a Carrier calls back to notify management that they will not be able to complete their assignment in the allotted time, management will inform the Carrier to complete the assignment or bring the mail back. That's it.
3. 55-2005-RJ25. Formal A. Harassment/lack of dignity and respect case. Management will not use derogatory comments when addressing the Grievant. Management will treat the Grievant with dignity and respect.
4. 55-2005-RJ31. Formal A. Harassment/lack of dignity and respect case. The Grievant called back to notify management that they would not be able to complete their assignment in the allotted time, management said "whatever and hung up on the Carrier." Resolved; All employees will treat each other with dignity and respect.
5. 55-2005-KA4. Informal A. Harassment/lack of dignity and respect case. When a Carrier calls back to notify management that they will not be able to complete their assignment in the allotted time, management will inform the Carrier to complete the assignment or bring the mail back. Carrier will provide a reason as to why they could not make it back within the authorized time.
6. 55-2005-KA3a. Informal A. Harassment/lack of dignity and respect case. When a Carrier calls back to notify management that they will not be able to complete their assignment in the allotted time, management will inform the Carrier to complete the assignment or bring the mail back. Carrier will provide a reason as to why they could not make it back within the

authorized time.

7. 55-2005-DL03. Formal A. Grievant, a Work Assignment T-6 Carrier, was bumped by an ODL in overtime. Resolved; Grievant is hereby paid an additional 50 units of overtime.

8. 55-2005-SL60. Informal A. Management will cease and desist calling the Grievant on her cell phone while the Grievant is delivering mail.

## **GERMANTOWN**

1. 74-06-TAP4. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation parcel is reduced to a discussion.

2. 74-05-AC23. Informal A. Management will not tell Letter Carriers that DPS is not a "reason for overtime" again.

3. 74-06-TAP3. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation parcel is reduced to a discussion.

4. 74-06-AC5. Informal A. Letter of Warning alleging a failure to lock the empty Postal vehicle in the Postal parking lot is reduced to a discussion.

5. 74-06-AC4. Informal A. Letter of Warning alleging that a letter was left in the Postal vehicle is reduced to a discussion.

6. 74-05-AC35. Formal A. Management will use DOIS as one of the tools to manage the unit. Management will abide by Article 34 of the National Agreement for a Carriers time/Work Standards "A FAIR DAYS WORK FOR A FAIR DAYS PAY."

7. 74-05-AC34. Formal A. Information requested by the Union will be provided within 24 hours. If there is an extensive information request, the Postmaster will notify the local Union President and a mutually agreeable date to provide the information will be worked out.

8. 74-05-AC32. Informal A. Management violated the annual leave provision of our LMU. Grievant will receive a day of annual of his choice, excluding the day before or after a holiday.

9. 74-05-AC33. Informal A. Management will comply with the LMU and provide the Grievant the third copy of their leave slip immediately.

10. 74-05-AC30. Formal A. Management will make every effort to ensure that the Grievant's uniform allotment is opened and accessible.

11. 74-05-AC29. Formal A. Management will complete a 2240R pay adjustment. Grievant will receive 2 days of annual leave in place of the 2X- days he had as a rural carrier before changing crafts.

12. 74-05-AC37. Informal A. 7 DAY SUSPENSION alleging poor attendance is reduced to 6 months in OPF.

13. 74-06-AC3. Informal A. Letter of Warning alleging a missed collection box is reduced to 3 months in OPF.

14. 74-06-AC12. Informal A. Letter of Warning alleging poor attendance is reduced to 6 months in OPF.

15. 74-06-AC49. Informal A. Management will process 2240's for grievance pay adjustments within 24 hours.

16. 74-06-AC40. Informal A. Management will send a copy of the Grievant's CA-1 to the Department of Labor immediately and provide the Grievant with a copy of the Delivery Confirmation number.

17. 74-06-TAP6. Informal A. Management will treat the Grievant with dignity and respect.

18. 74-06-AC39. Informal A. Management completed their side of the CA-17 wrong. Resolved; Management will provide the Grievant with a corrected CA-17.

19. 74-06-AC42. Informal A. The supervisor will treat all employees with dignity and respect.

20. 74-06-AC43. Informal A. The supervisor will treat all employees with dignity and respect. The supervisor will not follow employees into the restroom to harass them and to discuss their job performance.

21. 74-06-AC1. Step B. Management failed to work the PTF's and casuals 11 and a half hours while forcing in 4 full-time regulars to work their designated holiday. Resolved; The 4 regulars will each receive 8 hours of Administrative leave.

22. 74-05-AC22. Informal A. Management will not threaten employees to be back by 5:00pm "or you will see what I'll do." Management will treat employees with dignity and respect.

23. 74-05-AC21. Informal A. Management will not threaten employees to "speed up or bid off your route." Management will treat employees with dignity and respect.

34. 74-06-AC13. Informal A. Management will provide all Carriers with a copy of their 3996 if their overtime is disapproved.

35. 74-06-TAP6. Good-Faith Resolution. Management will allow the Carrier in question 14 days of LWOP to be used in place of annual leave due to management charging the Carrier annual leave for FMLA LWOP.

36. 74-06-AC41. Informal A. The supervisor will treat all employees with dignity and respect.

37. 74-06-AC9. Informal A. We withdrew the grievance when management agreed to stop the practice of requiring Carriers to sign for scanners.

38. 74-06-AC12. Informal A. Management will give this Carrier (a deaf employee) the same information given to other employees during Service Talks.

39. 74-05-TP9. Informal A. Management will pay the following Carriers 5.37 hours of overtime, 5.11 hours overtime, 3.29 hours overtime and 12.61 hours overtime due to inequitable distribution of overtime.

40. 74-06-AC30. Informal A. Management will pay the following Carriers an additional 50% for all hours worked over 12 on the day. (12.27 hours, 12.29 hours and 12.73 hours.)

41. 74-06-AC23. Formal A. Management will provide information to the Union within 24 hours.

42. 74-06-AC66. Formal A. Management will provide information to the Union within 24 hours.

43. 74-06-AC67. Formal A. Management will provide information to the Union within 24 hours.

44. 74-06-AC48. Informal A. Management demanded documentation for a one day sick call. Resolved; Grievant is hereby paid \$10.00 co-pay plus mileage.

45. 74-06-AC69. Formal A. Letter of Warning alleging unauthorized overtime is rescinded.

46. 74-06-AC63. Formal A. Letter of Warning alleging a failure to call back by 3:00pm is rescinded.

47. 74-06-AC68. Formal A. Henceforth, supervisors designated to hear Informal A grievances will have the authority to settle the grievance.

48. 74-06-AC65. Formal A. Management will cease and desist violating Carriers Weingarten Rights.

### **INSTALLATION-WIDE**

1. Good-faith resolution. 4-3-2006. Assignment 050281 will be posted for bid with Saturdays and Sundays off.

### **TWINBROOK**

1. 53-2005-MS52. Step B. 2 Carriers were forced to work over the maximum allowable hours in a day for full-time regulars (12.00 hours). They will each be paid an additional 50% for all hours worked over 12 on the day. The escalating remedy of \$75.00 each is impassed. They worked 12.67 hours and 12.13 hours.

2. 53-2005-MS53. Step B. A PTF was forced to work over their maximum allowable hours in a day (11 and 1/2 hours). The PTF will be paid an additional 50% for all hours worked over 11 and a half in the day and the escalating remedy of \$75.00 is impassed. This PTF worked 12.18 hours.

3. 53-2005-MS31. Formal A. 7 DAY SUSPENSION alleging an at-fault vehicle accident and not reporting the accident timely is reduced to 9 months in the Grievant's OPF.

4. 53-2006-MS1. Informal A. Letter of Warning alleging a failure to deliver a Delivery Confirmation parcel and leaving it in the

Postal vehicle at the end of the day is rescinded.

5. 53-2005-MS33. Formal A. Letter of Warning for delivering an express mail piece after 12 noon (12:02pm) is reduced to a discussion.

6. 53-2005-MS32. Formal A. Letter of Warning alleging that the Carrier left letters in some mail receptacles requesting that the box be moved to the street is rescinded.

7. 53-2005-MS61. PRE-ARBITRATION. Carrier suggestions for route adjustment was not considered by management is withdrawn.

8. 53-2005-MS65. Step B. Carrier suggestions for route adjustment was not considered by management is withdrawn based on Pre-arb 53-2005-MS61.

9. 53-2005-MS63. Step B. Carrier suggestions for route adjustment was not considered by management is withdrawn based on Pre-arb 53-2005-MS61.

10. 53-2005-MS67. Step B. Carrier suggestions for route adjustment was not considered by management is withdrawn based on Pre-arb 53-2005-MS61.

11. 53-2006-MS33 Formal A and 8 other Formal A grievances were combined for this settlement. Management deducted time from 3 routes improperly when adjustments were made. Resolved; Three routes will have one hour, 1.50 hours and one hour adjustments.

12. 53-2005-MS60. Step B. Management did not violate the overtime provisions of the contract when a NON-ODL was forced to work 59 units of overtime because the Grievant failed to submit a 3996 in the morning and did not notify management of the need for overtime until 2:30pm.

13. 53-2006-MS5. Formal A. Management will cease and desist failing to provide the Grievant's route the 40 minutes of daily router assistance.

14. 53-2005-MS34. Informal A. Grievant is hereby paid mileage for 30 miles for being directed to drive to Brentwood to submit documentation for an FMLA request.

15. 53-2005-MS38. Formal A. Starting time was changed from 0750 to 0800. Grievance was withdrawn as unwinnable.

16. 53-2005-MS64. Step B. Carrier suggestions for route adjustment was not considered by management is withdrawn based on Pre-arb 53-2005-MS61.

17. 53-2005-MS62. Step B. Carrier suggestions for route adjustment was not considered by management is withdrawn based on Pre-arb 53-2005-MS61.

18. 53-2005-MS66. Step B. Carrier suggestions for route adjustment was not considered by management is withdrawn based on Pre-arb 53-2005-MS61.

### **MAIN OFFICE**

1. 50-2005-SL67. Step B. 2 Carriers were forced to work over the maximum allowable hours in a day for full-time regulars (12.00 hours). They will each be paid an additional 50% for all hours worked over 12 on the day. The escalating remedy of \$75.00 each is imposed. They worked 12.58 hours, and 12.28 hours.

2. 50-2005-DL18. Informal A. 14 DAY SUSPENSION alleging 3.24 hours of unauthorized overtime (no 3996 and no call-back) is reduced to a 7 DAY SUSPENSION and further reduced to 6 months in OPF.

3. 50-2005-DL10. Formal A. 7 DAY SUSPENSION alleging deviation out of the zip code area is reduced to one year and 4 days in OPF.

4. 50-2005-SL47. Informal A. Letter of Warning alleging that the Grievant left the empty vehicle unlocked at the end of the day is reduced to a discussion.

5. 50-2005-SL52. Formal A. Letter of Warning alleging poor attendance is reduced to 9 months in OPF.

6. 50-2005-SL39. Formal A. Letter of Warning alleging an at-fault vehicle accident is reduced to one year in OPF.

7. 50-2006-SL18. Formal A. Letter of Warning alleging AWOL is rescinded.

8. 50-2005-DL12. Informal A. Letter of Warning alleging that one of the windows of the empty vehicle was left a third of the way down at the end of the day is reduced to a discussion.

9. 50-2005-DL15. Informal A. Letter of Warning alleging that the Grievant left the empty vehicle unlocked at the end of the day is reduced to a discussion.

10. 50-2005-DL24. Informal A. Letter of Warning for leaving a sleeper in the case is reduced to a discussion.

11. 50-2005-CK42. Informal A. Letter of Warning alleging a lost Arrow Key is reduced to a discussion.

12. 50-2005-SL41. Informal A. Letter of Warning for going through DPS mail on office time is reduced to a discussion.

13. 50-2005-DL22. Informal A. Letter of Warning alleging that the Grievant left the empty vehicle unlocked at the end of the day is reduced to a discussion.

14. 50-2006-SL20. Informal A. Letter of Warning alleging AWOL is rescinded.

15. 50-2005-DL14. Informal A. Letter of Warning alleging that the Grievant left the empty vehicle unlocked at the end of the day is reduced to a discussion.

16. 50-2006-DL10. Formal A. Letter of Demand for \$2,979.21 is rescinded.

17. 50-2006-DL12. Informal A. REMOVAL for having a backing accident and not reporting it is reduced to a 7 DAY

SUSPENSION and further reduced to 18 months in OPF.

18. 50-2005-SL48. Formal A. AWOL is hereby changed to 8 hours of sick leave.

19. 50-2006-SL22. Informal A. AWOL is hereby changed to 8 hours of LWOP.

20. 50-2005-SL62. Informal A. Management will rotate the collection run among the ODL's. (This assignment starts 1050).

21. 50-2006-SL23. Formal A. AWOL is hereby changed to 8 hours of LWOP.

22. 50-2006-DL12. Informal A. Management suspended the Grievant's driving privilege due to a backing accident. We withdrew the grievance when management agreed to reinstate the Grievant's driving privileges.

23. 50-2006-SL07. Step B. Grievant is awarded \$350.00 due to management failing to complete a route inspection within 28 days after the Grievant requested a special route inspection.

24. 50-2006-SL34. Formal A. The lack of undertime on Saturdays is hereby established.

25. 50-2006-SL10. Informal A. Withdrawn when the Postmaster committed to purchasing safety cutters.

26. 50-2005-SL40. Informal A. The 204b will apologize to the Grievant for arguing on the phone during a call back from the street and for hanging up on the Grievant.

27. 50-2005-SL45. Informal A. Carriers will be provided adequate time to clock on to routes they have provided assistance to and to complete 3996's for the assistance provided. This must be done.

28. 50-2006-SL12. Formal A. Withdrawn because the NON-ODL who was forced to work overtime failed to submit a 3996.

29. 50-2005-DL23. Informal A. Letter of Warning alleging that the Carrier forced an oversized mail piece into a mail receptacle causing damage to the box is reduced to a discussion.

## **PIKE ANNEX**

1. 52-2005-MC68. Informal A. Letter of Warning alleging an at-fault vehicle accident is reduced to one year in OPF.

2. 52-2006-MC6. Step B. Letter of Warning alleging that the Grievant clocked in and then moved their car is reduced to 6 months in OPF.

3. 52-2005-MC83. Informal A. Letter of Warning for delivering an express mail piece after 12 noon (12:03pm) is reduced to one year in OPF.

4. 52-2005-MC73. Informal A. Letter of Warning alleging poor attendance is rescinded.

5. 52-2005-MC72. Informal A. Letter of Warning alleging poor

attendance is rescinded.

6. 52-2005-MC71. Informal A. Letter of Warning alleging poor attendance is rescinded.

7. 52-2005-MC92. Step B. Grievant is hereby paid \$850.00 due to inequitable distribution of overtime.

8. 52-2005-MC46. Formal A. Grievant will receive a proper second consultation within 7 days.

9. 52-2005-MC96. Informal A. Management used an inappropriate FMLA rejection form. We withdrew the grievance when management approved the FMLA.

10. 52-2005-MC56. Formal A. Grievant will receive a proper second consultation within 7 days.

11. 52-06-SMS9. Formal A. Management would not allow the Grievant to complete an 1838-C during a one day mail count. We agreed to withdraw the grievance when management admitted that the office time can't change based on a one day count.

12. 52-06-SMS3. Informal A. Management will provide a 3996 to all Carriers upon request.

13. 52-06-SMS5. Formal A. Management will cease and desist violating the Work Assignment rules by taking overtime away from the Grievant, a Work Assignment Carrier.

14. 52-06-SMS8. Informal A. Grievant ordered not to use a pay phone when calling back to inform management that they cannot complete their assignment in the allotted time. (Carrier had won grievances to get their 50 cents back). Grievant will come back to the Post Office and use the Post Office phone to notify management when they cannot complete their assignment in the allotted time. Note\* UNBELIEVABLE!!

15. 52-06-SMS10. Informal A. During a one day mail count, management would not permit the Grievant to mark-up mail in the morning. Henceforth, routes will be clean going into one day counts.

16. 52-06-SMS4. Formal A. Management will provide a 3996 to all Carriers upon request.

17. 52-06-SMS2. Formal A. The Grievant and management will treat each other with mutual respect.

18. 52-06-SMS6. Formal A. Management will provide a 3996 to all Carriers upon request.

19. 52-06-SMS7. Formal A. One supervisor told the Grievant to curtail mail and the other supervisor ordered the Grievant to take all the mail. Curtailment will be done in accordance with the M-41 handbook.

20. 52-2005-MC43. Formal A. The 10 minutes of alleged Time Wasting Practices on the street during the inspection week are hereby added back into the street time for this route.

21. 52-05-TB06. Formal A. Carriers on the ODL list will be given an opportunity to come in early on a rotating basis.

22. 52-2005-MC51. Formal A. The Letter of Demand for \$45.00 is hereby held in abeyance for three weeks pending proper documentation.

23. 52-2005-MC50. Formal A. Management used abusive language towards the Carriers. Grievance was withdrawn when management apologized for their unkind words.

24. 52-2005-MC33. Formal A. Management will not automatically deny the Grievant's request for a revised schedule. Henceforth, management will approve or deny the revised schedule request on a fair and equitable basis.

25. 52-HG-01. Formal A. Grievant will be given every opportunity to do his assignment on his N/S day provided there is a vacancy on his swing.

26. 52-2005-TB07. Formal A. Grievant was being harassed. Grievant requested that the grievance be withdrawn after being able to discuss the harassment at Formal A.

## **POTOMAC**

1. 54-2005-RJ57. Step B. 4 PTF's were forced to work over their maximum allowable hours in a day (11 and 1/2 hours). They will each be paid an additional 50% for all hours worked over 11 and a half in the day and the escalating remedy of \$75.00 each is impassed. They worked 11.99 hours, 12.01 hours, 12.00 hours and 11.96 hours.

2. 54-2005-RJ73. Step B. 2 PTF's were forced to work over their maximum allowable hours in a day (11 and 1/2 hours). They will each be paid an additional 50% for all hours worked over 11 and a half in the day and the escalating remedy of \$75.00 each is impassed. They worked 11.70 hours and 11.93 hours.

3. 54-2005-RJ49. Step B. A PTF was forced to work over their maximum allowable hours in a day (11 and 1/2 hours). The PTF will be paid an additional 50% for all hours worked over 11 and a half in the day and the escalating remedy of \$75.00 is impassed. This PTF worked 11.99 hours.

4. 54-2005-RJ51. Step B. A PTF was forced to work over their maximum allowable hours in a day (11 and 1/2 hours). The PTF will be paid an additional 50% for all hours worked over 11 and a half in the day and the escalating remedy of \$75.00 is impassed. This PTF worked 12.00 hours.

5. 54-2005-RJ50. Step B. A PTF was forced to work over their maximum allowable hours in a day (11 and 1/2 hours). The PTF will be paid an additional 50% for all hours worked over 11 and a half in the day and the escalating remedy of \$75.00 is impassed. This PTF worked 12.01 hours.

6. 54-2005-RJ46. Step B. 4 PTF's were forced to work over their maximum allowable hours in a day (11 and 1/2 hours). They will each be paid an additional 50% for all hours worked

over 11 and a half in the day and the escalating remedy of \$75.00 each is impassed.

7. 54-2005-RJ77. Step B. 2 PTF's were forced to work over their maximum allowable hours in a day (11 and 1/2 hours). They will each be paid an additional 50% for all hours worked over 11 and a half in the day and the escalating remedy of \$75.00 each is impassed.

8. 54-2005-RJ80. Step B. A PTF was forced to work over their maximum allowable hours in a day (11 and 1/2 hours). The PTF will be paid an additional 50% for all hours worked over 11 and a half in the day and the escalating remedy of \$75.00 is impassed.

9. 54-2005-RJ56. Step B. 2 PTF's were forced to work over their maximum allowable hours in a day (11 and 1/2 hours). They will each be paid an additional 50% for all hours worked over 11 and a half in the day and the escalating remedy of \$75.00 each is impassed. They worked 11.84 hours and 11.77 hours.

10. 54-2005-RJ48. Step B. A PTF was forced to work over their maximum allowable hours in a day (11 and 1/2 hours). The PTF will be paid an additional 50% for all hours worked over 11 and a half in the day and the escalating remedy of \$75.00 is impassed.

11. 54-2005-RJ69. Step B. 3 PTF's were forced to work over their maximum allowable hours in a day (11 and 1/2 hours). They will each be paid an additional 50% for all hours worked over 11 and a half in the day and the escalating remedy of \$75.00 each is impassed. They worked 11.96 hours, 12.02 hours and 11.96 hours.

12. 54-2005-RJ54. Step B. A PTF was forced to work over their maximum allowable hours in a day (11 and 1/2 hours). The PTF will be paid an additional 50% for all hours worked over 11 and a half in the day and the escalating remedy of \$75.00 is impassed. This PTF worked 12.61 hours.

13. 54-2005-RJ33. Step B. 59 Carriers were forced to work over the maximum allowable hours in a day for full-time regulars (12.00 hours). 14.36 hours, 14.62 hours, 14.03 hours, 14.28 hours, 14.07 hours, 14.00 hours, 14.38 hours, 14.08 hours, 14.25 hours, etc. They will each be paid an additional 50% for all hours worked over 12 in the day. The escalating remedy of \$75.00 each is impassed. 5 PTF's were forced to work over their maximum allowable hours in a day (11 and 1/2 hours). They will each be paid an additional 50% for all hours worked over 11 and a half in the day and the escalating remedy of \$75.00 each is impassed. They worked 13.76 hours, 11.57 hours, 14.05 hours, 13.28 hours and 14.94 hours!!!!!! The NON-ODL who was forced to work over 10 hours on a regularly scheduled day is paid an additional 75% for the time worked over 10 in the day. This NON-ODL worked 13.14 hours for the day!!! The escalating remedy of an additional \$30.00 is impassed.

14. 54-2005-RJ76. Step B. 5 Carriers were forced to work over the maximum allowable hours in a day for full-time regulars

(12.00 hours). They will each be paid an additional 50% for all hours worked over 12 in the day. The escalating remedy of \$75.00 each is impassed.

15. 54-2005-RJ61. Step B. 11 Carriers were forced to work over the maximum allowable hours in a day for full-time regulars (12.00 hours). They will each be paid an additional 50% for all hours worked over 12 in the day. The escalating remedy of \$75.00 each is impassed.

16. 54-2005-RJ44. Step B. 28 Carriers were forced to work over the maximum allowable hours in a day for full-time regulars (12.00 hours). They will each be paid an additional 50% for all hours worked over 12 in the day. The escalating remedy of \$75.00 each is impassed. They worked 14.00 hours, 13.37 hours, 13.73 hours, 13.39 hours, 12.99 hours, 12.88 hours, etc.

17. 54-2005-RJ68. Step B. 6 Carriers were forced to work over the maximum allowable hours in a day for full-time regulars (12.00 hours). They will each be paid an additional 50% for all hours worked over 12 in the day. The escalating remedy of \$75.00 each is impassed. They worked 12.40 hours, etc.

18. 54-2005-RJ61. Step B. 11 Carriers were forced to work over the maximum allowable hours in a day for full-time regulars (12.00 hours). They will each be paid an additional 50% for all hours worked over 12 in the day. The escalating remedy of \$75.00 each is impassed. They worked 12.73 hours, 12.50 hours, 12.32 hours, 12.55 hours, 12.48 hours, 12.28 hours, etc.

19. 54-2005-RJ72. Step B. 8 Carriers were forced to work over the maximum allowable hours in a day for full-time regulars (12.00 hours). They will each be paid an additional 50% for all hours worked over 12 in the day. The escalating remedy of \$75.00 each is impassed. They worked 12.96 hours, 12.36 hours, 13.48 hours, 12.47 hours, 12.65 hours, 12.31 hours, etc.

20. 54-2005-RJ70. Step B. The NON-ODL who was forced to work over 10 hours on a regularly scheduled day is paid an additional 50% for the time worked over 10 in the day. This NON-ODL worked 10.09 hours for the day!!! The escalating remedy of an additional \$30.00 is impassed.

21. 54-2005-RJ47. Step B. Two NON-ODL's were forced to work over 10 hours on their regularly scheduled day. They will each be paid an additional 75% for the time worked over 10 in the day. These NON-ODL's worked 10.88 hours and 10.25 hours for the day!!! The escalating remedy of an additional \$30.00 is impassed.

22. 54-06-LG40. MSPB first step. REMOVAL alleging poor attendance is reduced to a LAST CHANCE/FIRM CHOICE AGREEMENT.

23. 54-05-LG100. Informal A. 14 DAY SUSPENSION for poor

attendance is reduced to one year and one day in OPF.

24. 54-05-LG80. Informal A. 7 DAY SUSPENSION for pulling mail out of the case and then curtailing it, is rescinded.

25. 54-06-LG17. Formal A. 7 DAY SUSPENSION for delivering the route out of sequence and allegedly taking an unauthorized break and expansion of street time is reduced to 3 months and 23 days in OPF.

26. 54-06-LG12. Formal A. 7 DAY SUSPENSION alleging that the Grievant refused to give mail to two Carriers sent out to provide assistance is reduced to 5 months in OPF.

27. 54-06-LG29. Informal A. 7 DAY SUSPENSION alleging 3 days of AWOL is reduced to 6 months in OPF.

28. 54-05-LG63. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

29. 54-05-LG93. Informal A. Letter of Warning alleging a missed MSP scan point is rescinded.

30. 54-2006-LG9. Formal A. Letter of Warning alleging Time Wasting Practices (sorting parcels on office time, casing simplified mail and excessive talking) during the Grievant's Special inspection is rescinded.

31. 54-05-LG79. Informal A. Letter of Warning for poor attendance is reduced to 3 months in OPF.

32. 54-06-LG26. Informal A. Letter of Warning alleging a missed Signature Confirmation piece is reduced to a discussion.

33. 54-05-LG98. Informal A. Letter of Warning alleging a missed MSP scan point is rescinded.

34. 54-05-LG84. Informal A. Letter of Warning alleging a failure to clock on to the correct route number is rescinded. Carrier will be trained on how to move to the correct route numbers with the Shop Steward present to ensure proper training.

35. 54-05-LG81. Informal A. Letter of Warning alleging that the Grievant curtailed 4 feet of mail without getting a 1571 signed by management is reduced to 3 months in OPF.

36. 54-05-LG64. Informal A. Letter of Warning alleging that the Grievant left the building to deliver an express piece without informing the supervisor first is reduced to a discussion.

37. 54-05-LG76. Informal A. Letter of Warning alleging poor attendance is reduced to 3 months in OPF.

38. 54-05-LG56. Informal A. Letter of Warning for delivering an express mail piece after 12 noon (12:01pm!!!) is reduced to a discussion.

39. 54-06-LG27. Informal A. Letter of Warning for delivering an express mail piece after 12 noon (12:01pm!!!!!!) is reduced to a discussion.

40. 54-06-LG14. Formal A. Letter of Warning alleging a missed

Signature Confirmation piece is reduced to a discussion.

41. 54-2005-LG72. Formal A. Letter of Warning alleging a missed MSP scan point is rescinded.

42. 54-2004-RJ55. Informal A. Letter of Warning for delivering 2 express mail pieces after 12 noon (12:30pm and 12:45pm) is reduced to 4 months and 6 days in OPF.

43. 54-05-LG74. Informal A. Letter of Warning alleging that the Grievant returned from the street 4 units after the authorized return time!!!! is rescinded.

44. 54-2004-RJ57. Informal A. Letter of Warning for delivering 2 express mail pieces after 12 noon (12:01pm and 12:07pm) is reduced to 3 months and 2 days in OPF.

45. 54-05-LG77. Informal A. Letter of Warning for poor attendance is reduced to 3 months in OPF.

46. 54-2005-LG91. Formal A. Letter of Warning alleging a missed MSP scan point is rescinded.

47. 54-05-LG61. Informal A. Letter of Warning for delivering an express mail piece after 12 noon is reduced to a discussion.

48. 54-2006-RJ12. Formal A. Letter of Warning for running out of gas is rescinded.

49. 54-06-LG24. Informal A. Letter of Warning alleging a missed Signature Confirmation piece is reduced to a discussion.

50. 54-05-LG65. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

51. 54-2005-LG67. Formal A. Letter of Warning alleging a missed MSP scan point is rescinded.

52. 54-2004-RJ58. Informal A. Letter of Warning for delivering an express mail piece after 12 noon (12:16pm) is reduced to one month and 15 days in OPF.

53. 54-05-LG57. Informal A. Letter of Warning alleging a refusal to provide assistance to another route is rescinded.

54. 54-05-LG55. Informal A. Letter of Warning alleging a failure to report to your supervisor before ending your tour is rescinded.

55. 54-05-LG53. Informal A. Letter of Warning for running over a mail receptacle is reduced to 9 months in OPF.

56. 54-05-LG99. Informal A. Letter of Warning alleging a missed MSP scan point is rescinded.

57. 54-05-LG60. Informal A. Letter of Warning alleging that the Grievant returned from the street 3 units after the authorized return time!!!! is rescinded.

58. 54-05-LG71. Informal A. Letter of Warning alleging that the Grievant returned from the street 11 units after the authorized return time!!!! is rescinded.

59. 54-2005-RJ37. Formal A. The supervisor will apologize to the Grievant due to a lack of dignity and respect.

60. 54-2005-RJ39. Formal A. Grievant will receive 16 hours of annual leave of her choice due to management violating our annual leave LMU provisions.

61. 54-05-LG59. Informal A. Grievant is hereby paid 72 units of overtime due to a Work/Assignment violation.

62. 54-06-LG22. Formal A. Management failed to inform the Carriers that representatives from the District Human Resources were in Rockville to answer questions concerning retirement, shared services, online posting and bidding which meant that no one showed for the meeting. Grievance was withdrawn when the District Manager agreed to hold another meeting on these topics in Rockville.

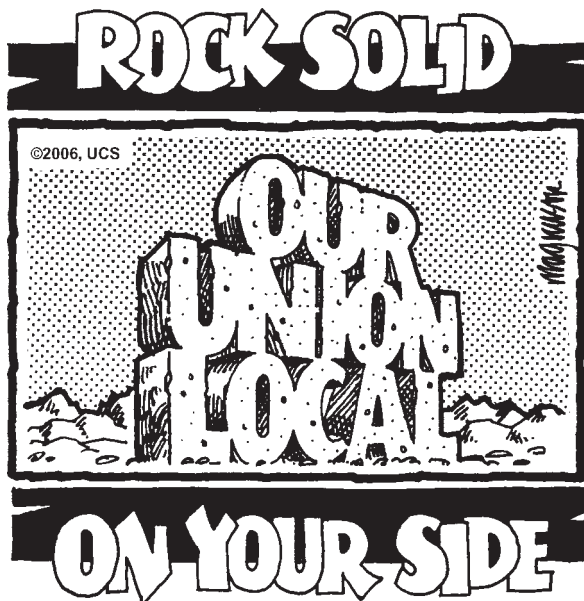
63. 54-06-LG37. Formal A. The ODL cited by the Union is hereby paid one hour of penalty pay due to management delivering express mail.

## **Broken**

The problem carriers face on a day to day basis is the constant violation of our contractual rights by management masquerading as “business” decisions. These violations are encouraged and enforced by management with the threat of harsh and capricious discipline. The grievance procedure is fundamentally meaningless as a tool of redress now, so NALC should begin to consider alternate ways of addressing this problem.

Let me explain. In regard to the constant, systemic violations, we need only look to the Article 8 issue. In one of our stations, Derwood, this Article of the contract holds no force, while in others it lingers on. While we continue to grieve as many of the violations as we can, the fact that precedent setting Step B decisions have been deemed non precedent setting (despite the contractual guarantee **\*\*see page 14**) by management and their sycophants in the arbitration process has had a crippling effect on our ability to enforce the contract. It is no surprise to anyone that our strategy has been to attempt to establish escalating remedies to repeated contractual violations as the only realistic way of discouraging the wholesale evisceration of our rights. In the past we have succeeded at all steps of the grievance procedure. Management has continued to attack these remedies (so they can violate at will) and has succeeded in convincing certain Step B reps and arbitrators that these remedies are improper.

Why do I say that discipline is used to enforce contractual violations? While it's true there are still some managers with their integrity intact, all you have to do is review the grievance summaries in this issue to know what I'm talking about or read Amy Campain's Germantown article. Many managers and supervisors will selectively enforce any of the thousands of rules that govern our work day if you fail to meet their “goals”. There are many work rules management would like you to ignore. For instance, how many carriers around you now are skipping their breaks, their lunch and carrying their comfort stops in their vehicles with them so they can “be back by 5” and avoid the wrath of their supervisors? How many carriers are allowed and encouraged to violate work rules regarding casing DPS, sequenced mailings, etc.? On the other hand, check out the discipline for a missed MSP scan, returning 3 units late, leaving your window cracked, etc. The message is clear - breaking the rules to advance their goals is good, anything else, beware. While we continue to be successful for the most part in the grievance procedure regarding discipline,



the fact that management is willing to throw removals and 14 day suspensions at its employees for minor offenses and/or trumped up charges speaks volumes to their respect for the grievance procedure. The fact that the various Step B Teams do not fling this garbage back in their faces only reflects the weakness of the procedure.

Management representatives often claim to me that they are no different from carriers who break the rules and should not be held to some sort of higher standard. Not so. Management violations of the contract are systemic and often ordered and planned for from the top down. Examples are countless. The District's plans for a Window of Operations. The standing order to Remove any carrier for a Backing Accident. The District policy of denying or contesting virtually every FMLA request. The Inspection process fiasco. I don't really need to go on. Is there any union official telling all the carriers in our District to extend their lunches to one hour every day? Doubtful.

If we are unable to create remedies in the grievance/arbitration procedure which successfully discourage violations of the contract, no amount of contributions to COLCPE or happy talk about joint labor/management ventures like Customer Connect will solve this problem. While, in principle, I'm all for those type of efforts, it's hard to believe they have any effect on management's strategies to subvert our contract. I would prefer to see an attempt to force management to comply with the contract through strong Step B representation and a willingness to bring the same issues back to arbitration time and time again, just like management does.

### ***Injuries, COP, etc.***

In Twinbrook, some of the more severe problems associated with injuries both on and off the job have come to the forefront. Recently, one of our carriers was hurt on the job and initially used the Postal doctor. Unfortunately, he was misdiagnosed by the USPS contract physician, who sent him back to work (with a 0 pound lifting restriction). After no improvement after several weeks of casing mail, this carrier went to see his own physician who discovered his arm was broken. Other than the obvious lesson that everyone should learn that you are not required to accept treatment from the USPS contract physician, everyone should be aware of another, more subtle message.

Just previous to this carrier being hurt on the job, we had another carrier have a similar injury off the job which required surgery. This carrier was denied light duty because management was concerned for her "safety". She also had a 0 pound lifting

restriction. The carrier hurt on the job somehow could work safely and was on limited duty less than 24 hours after his injury.

If you have an on the job injury, you should be well aware of your rights and responsibilities. The Office of the Inspector General (OIG) is, to put it mildly, very aggressive in their investigations of what they consider fraud. Please consult with your doctor regarding any and all forms her or she may fill out for you (CA-17, CA-20, etc.). These are legal documents. Make sure all the dates regarding the time you will be out of work and the time you will return to work are accurate. While it is clear to any normal person that the CA-17 is for work hours, the USPS position, as articulated by OIC Jack Felton, is that the restrictions on the CA-17 are for 24 hours a day. Obviously, if your doctor does not want you to lift 20 pounds at work, you should not be doing that at home. Use your common sense.

For those of you that are not aware of what forms are used for on the job injuries, here are some of the common ones.

1. CA-1: this is the employee's Notice of Traumatic Injury & Claim for Continuation of Pay/Compensation - the employer must offer this to you if you report an on the job injury. While FECA law requires that written notice of an injury may be given within 3 years, failure to give notice on Form CA-1 within 30 calendar days will result in the loss of entitlement to COP (ELM 542.112)

2. CA-16: Authorization for Medical Treatment. This may be issued up to 7 days after the injury date and is to be completed for the employee's choice of medical provider.

3. CA-17: Duty Status Report: this form outlines when an employee may return to work and what the recommended restrictions of their physician are. The supervisor completes the left hand side (showing what your typical duties are) and the physician fills out the right side.

4. CA-7: this form is used after your COP entitlement has expired (45 days).

5. CA-20: the Attending Physician Report. This is attached to the CA-7 and is used to support an injury/illness claim.

I hope that no one has to learn first hand what these forms are for, but in case you are injured, try to remember some of this, and ask your shop steward for help if you need it.

*Mike Shawn, Editor*

***\*A Step B decision establishes precedent only in the installation from which the grievance arose. For this purpose, precedent means that the decision is relied upon in dealing with subsequent similar cases to avoid the repetition of disputes on similar issues that have been previously decided in that installation. J-CAM 15-8***



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## AUGUST 2006

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1 GREEN	2 UNION MEETING union office day BROWN	3 RED	4 BLACK	5 BLACK
6 BLACK	7 YELLOW	8 BLUE	9 STEWARD'S MEETING union office day GREEN	10 BROWN	11 Pay Day 16 RED	12 RED
13 RED	<b>NALC NATIONAL CONVENTION</b>					
20 BROWN	21 RED	22 BLACK	23 union office day YELLOW	24 BLUE	25 Pay Day 17 GREEN	26 GREEN
27 GREEN	28 BROWN	29 RED	30 union office day EXECUTIVE BD MEETING BLACK	31 YELLOW		

It is acceptable to lie to citizens for preemptive war.

It is acceptable to mislead tax payers on privatizing Social Security.

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It is acceptable to cheat in elections...

... just invoke MORAL VALUES!

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