

UNITY



Dare to Struggle, Dare to Win

2000 and 2002 National Award Winner for General Excellence

BRANCH 3825

Volume 27 #1 Spring, 2008

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

President's Report



On March 5 we voted to merge with the Letter Carriers of Damascus. We will do all in our power to bring dignity and respect to the hard working Letter Carriers of Damascus, Maryland. A message for Damascus Management— **IT WILL BE IN YOUR BEST INTEREST TO COMPLY WITH THE NATIONAL AGREEMENT!** The merger is not considered complete until our National Union president, Bill Young, approves it. At that time we will fight for all the rights that the Contract provides for City Letter Carriers. Steve Thompson has agreed to be the Shop Steward and we have already begun our strategies to improve the working conditions there. To the Brothers and Sisters of Damascus, welcome to Branch 3825!

We are being blasted with discipline alleging unauthorized overtime. We must request a 3996 from management and write in block "K" the number of hours and minutes it will take to case and carry all the mail at our route and any other duties we are assigned for that day. If management refuses to provide you with a 3996, ask to see your Shop Steward. Management must promptly act on your 3996. If they don't, ask to see your Shop Steward. After management acts on your 3996, ask for a copy. This a contractual right of yours (Article 41 Section 3G.) If management undercuts your estimate of how long it will take to perform all the required duties for the day, tell management you will do the best that you can. If you cannot complete your assignment and all the other required duties for the day in the time authorized, call back to the Post Office by 3:00pm and inform your supervisor of such. If management tells you to complete the assignment and later disciplines you for unauthorized overtime, ask to see your Shop Steward. We have won these types of discipline cases every time for the last 30 years!!!!

DOIS does not decide how long it will take to complete your assignment for the day. The supervisor does not decide how long it will take to complete your assignment for the day. Management hates this, but it is **THE LETTER CARRIER WHO DECIDES HOW LONG IT WILL TAKE TO COMPLETE YOUR ASSIGNMENT FOR THE DAY.** If you do your best and you are not

engaging in any obvious time wasting practices, you will have nothing to worry about.

Management should not be delaying your contractual right to see your Shop Steward. We are seeing more and more problems in this area. In Rockville and Germantown, we have agreements to allow you to see your Shop Steward without delay. In Gaithersburg, we have the following agreement that comes from the Turner/Marshall Memorandum of Understanding concerning Union time; Shop Steward requests to interview an aggrieved employee, supervisor and witnesses during working hours shall not be unreasonably denied. "Reasonable," dictates that in most cases, the Grievant and Shop Steward should be able to discuss the grievance **WITHOUT DELAY.** If a delay is necessary, 95 percent of these instances will result in no more than a two hour delay. While circumstances will sometimes necessitate a delay of more than two hours, normally the delay should not extend beyond the tour of duty in which the request is made.

As you can see, we should not be having a problem seeing our Shop Stewards! If the above is being violated, call the Union Office at 301-424-5960. **WE WILL NOT ACCEPT VIOLATIONS OF THE ABOVE!**

The level of discipline at the Potomac Post Office, the Diamond Farms Post Office and the Rockville Main Office is ridiculous. At Potomac in the Grievance Summary section of this one issue of our newsletter we have been hit with a Removal, an Emergency Suspension, three 14 DAY SUSPENSIONS, TEN 7 DAY SUSPENSIONS and 9 Letter of Warnings! At the Diamond Farms Post Office in this one issue there are two 14 DAY SUSPENSIONS, a 7 DAY SUSPENSION and 14 Letter of Warnings! At the Rockville Main Office in this one issue there is an Emergency Suspension, a 14 DAY SUSPENSION, a 7 DAY SUSPENSION and 15 Letter of Warnings! Management at these three units believe they can get better numbers by trying to beat the Carriers into submission. We won't let that happen! Most of the discipline is trumped up and our very fine Shop Stewards at these units (Les Gaynair at Potomac, Hugh McElroy at Diamond Farms and Sergio Lemus at the Rockville Main Office) are knocking out most of the discipline.

In my last Unity article I wrote that management had informed us that all documentation for FMLA must be sent directly to the two FMLA coordinators at the District office and that we would be grieving that. I am happy to report that we prevailed in the grievance procedure and have dispelled this management edict.

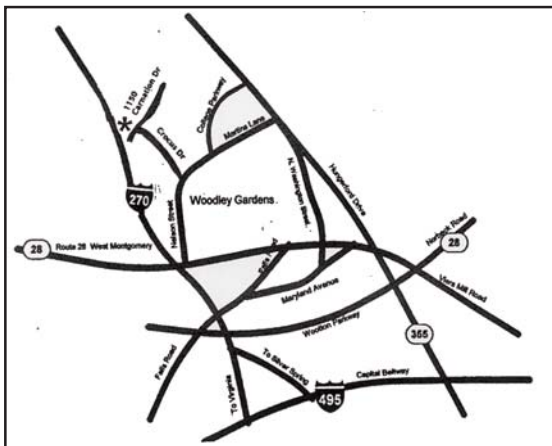
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Unity is the official newsletter of NALC Branch 3825. The purpose of this newsletter is to inform and educate our members, as well as provide a forum to exchange ideas and concerns. No responsible articles or editorial will be refused. Articles in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

Directions to the Union Meeting

Rockville Senior Center
 1150 Carnation Drive
 Rockville, MD 20850



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

It looks as though we have finally got management complying with Article 8 Section 5G of our contract (overtime rules.) Once we reached the current level of escalating remedies for NON-ODL's forced to work overtime in violation of our contract in Gaithersburg, Germantown and Rockville the violations stopped. In the city of Gaithersburg we reached an additional 125 percent for the NON-ODL. In Germantown we reached an additional 150 percent for the NON-ODL and in the city of Rockville we reached an additional 175 percent for the NON-ODL. Paying quintuple time and a quarter for each hour of violation was a significant incentive for management to comply with our contract. (150 percent for the NON-ODL to carry the mail, the escalating remedy of an additional 175 percent for the NON-ODL and 200 percent for the ODL who should have carried the mail in the first place!)

We finally got the PTF's converted to regular in Gaithersburg for the residual vacancies there. Thanks to the perseverance of Shop Steward, Steve Klein, ten PTF'S were converted to regular on February 2, 2008. Congratulations to the ten PTF'S who were converted!

Our branch voted to send 14 Shop Stewards to the annual Shop Steward training that was held in Bowie, Maryland on February 12 and 13. The training was the best ever. National Business Agent, Tim Dowdy, and Regional Administrative Assistant, Vada Preston, did an outstanding job! Some of the issues covered were Transitional Employees (TE'S), the new contract changes and memorandums, Shop Steward rights to Union Time and information requests, persuasive arguments to win cases for the members we represent which included important excerpts from prior and pertinent arbitration cases, how to grieve the withdrawal of Limited Duty, management violating the Joint Statement on Violence and Behavior in the Workplace, when management disciplines and harasses Letter Carriers on their performance by improperly using DOIS and mail measurement, etc... Hundreds of questions were asked during the two day training and we all were able to learn by these questions and the answers provided by Tim Dowdy and Vada Preston. I heard nothing but positive comments about the training from the nearly 100 Shop Stewards who were in attendance.

Please visit our web site set up by Union Brother Chuck Clark at (WWW.NALC3825.COM). We have added important Step B and arbitration decisions and some contentions. You can also see routes, the number of stops on each route and detailed colored maps for each route for every Post Office in the country!

IN THE STRUGGLE,

Kenneth Lerch

President NALC 3825

**Schedule of
Union Meetings**

**April 2
May 7
June 4**



Idiot's Unlimited

Every time I think we have bottomed out on managerial stupidity, the vicious animals come up with more ideas that result in reduced service for the patrons and reduced income for the carriers. They say “we are reducing costs”. In actuality, they are redistributing the money. Instead of hard working carriers getting paid for providing service, the sedentary slugs are giving themselves juicy, undeserved bonus money. As carrier overtime is slashed, supervisors are “working” close to 60 hours a week. When one carrier asked why we aren’t getting incentive awards, since our managers are getting such hefty financial awards, he was told “you’re getting a check every 2 weeks”. I have been told that postmasters and supervisors are nothing more than messenger lackeys who cannot think or make decisions on their own. During “local” negotiations, every proposal we made had to be given to the district so we could get our answer. I don’t know why they were called local negotiations to begin with. I remember when Mr. Jozwiak was our postmaster. He actually made decisions, (mostly) followed the contract, and went to the bathroom all by himself, without calling the district for permission. Imagine that! A friend of mine who is an efficiency expert told me that if the USPS was really interested in reducing costs, they would eliminate the Postmaster position, and save well over \$125,000. He asked me if anyone had tried to contact someone in Congress to make them aware of the situation.

To be fair, I believe that some supervisors do not agree with some of the idiotic orders, but, alas, will not take a stand for fear of being reprimanded. Generally, management will not take a stand on principle like carriers do. Whatever happened to “dare to struggle, dare to win”? My supervisor is smart enough to know that if a carrier cases 2 routes, the carrier should start early (before 8:00), especially since the “window” is still 5:00. The postmaster’s reply was to the effect of, maybe 1/2 hour early, and that’s it. I know this because I saw that the schedule had been changed. Who else would order such a stupid instruction? I believe that no route can be cased in 30 minutes as the postmasters actions

state, even though, according to her “there’s no mail”. What the hell are we delivering then? The answer is big bucks to the managerial slugs.

In reference to the later start times and the “window”; Mr. Haney put the “window” in to promote earlier delivery. Now, we are forced to give later delivery in order to “reduce” hours, thus increasing the bonus \$\$\$\$\$. The later start times also results in the plant receiving the collection mail later, thus slowing the whole process down. All this, just to put a few extra bucks in a select number of undeserving pockets.

Our supervisors cannot even schedule in ODLs, even when there are 7 or 8 routes down in an office of 32 routes. Instead, they are calling up carriers in the morning. Carriers should take a stand on this issue, but will they? Of course, the supervisors are still tasked to read the service, service, service message every day. Of course, there are still the idiot letter carriers who will skip their lunch and breaks to make up for the later starting times. Some carriers are speeding up in the office to be able to leave at the same time they did before the starting times were moved. That’s a good way of telling management that they were right to change the times. It also tells them that these carriers were expanding their office times to begin with. When someone mentioned that we were shorthanded, what do you think management did? Well, we got another supervisor and a 204B, of course. Then, 2 carriers were sent to count mail for the rural carriers.

During local negotiations, we tried to get additional leave. One issue was the 440 hour carry-over limit. We were told that was never an issue. Recently, a carrier with almost 640 hours of AL put in for a week in the middle of March. He was denied. Since only 120 hours are approved for prime time, that leaves 2 weeks left to reach the 440. After March, there aren’t going to be too many opportunities/openings before December. Does anyone know somebody at the District we could ask to get this carrier some time off?

In a recent issue of Jerry’s propaganda rag, the Capital Metro Area Update, a big deal was made of sick leave usage. I guess management doesn’t receive this publication, or the articles don’t apply to them. I was informed that in a recent incident an employee who hadn’t used any sick leave for at least 5 years called in for a couple of days with the flu. He worked for a few days before calling in, with a cough and a fever, so everyone knew he was sick. When he returned, he was asked for documentation. Right after that, I am told, an unnamed postmaster with the flu called in for a much longer period of time than the employee. Rumor has it that this

person was not asked for documentation, and they did not even have to use sick leave. The reason that this is believable, is that a postmaster from the past who was out for a couple of weeks with a gall bladder problem received a perfect attendance award for that year. But don't worry about Jerry's health. He is not moving more slowly because of illness, but because his pockets are being weighed down by huge sums of cash.

I believe the animals that make up the floor talks for the supervisors to give and make fools of themselves are not that intelligent, or they think we are idiots. Last week we were given a talk about spending more time talking to the patrons to push for more revenue generation. We were told that our customers deserve consistent and as early service as we can give them each and every day. A few minutes later, we were informed that our starting times would again be moved to a later time. I actually feel sorry for the good messenger who was forced to give these back to back talks. In my heart, I know he did not agree with this illogical decision.

Here's another example of the idiotic management babble. They tell us to check the front, middle and back pieces of DPS. A new procedure is to "plant" 10 pieces of mail in the DPS flow and then expect the carrier to find all 10 pieces before hitting the street. This requires the carrier to finger through all of the DPS until the 10 pieces are found. We may just as well case it. Management is also telling us the value employee feedback. I don't feel I should even respond to that lie. Speaking of communication, our postmaster requires an appointment be made to speak with her. One of the carriers, who works in the same office as her, wrote her a letter asking to speak with her on a leave issue. A month later, she has still not responded. A favorite technique that has been used since the arrival of the latest regime has been excessive use of stonewalling. Union time, information requests, the actual meeting on grievances, labor-management meetings and such have all been victims of these tactics. This is an insult to both the Union officials and the carriers. These are actions of cowards. Ever since postal reform, things just keep getting worse. Thanks, Bill.

Steve Klein,
20877

A Train to Nowhere

Over the years, I've noticed an interesting thing about the MetroRail system in our area. The Metro was built to alleviate traffic and provide mass transportation at an affordable price for residents of Washington DC and its suburbs. A nice benefit from the mass transportation idea was that it would reduce pollution and lessen our dependency on foreign oil. Pretty cool idea.

It hasn't worked out quite as well as planned. First of all, the stations were spread pretty far apart (particularly the further you got away from DC) so people had to drive to get there. Parking lots were built which required riders of Metro to pay to park. Fares were set with the high demand hours being the most expensive to ride. Finally, it wasn't really any faster to get to DC by Metro than by driving. Pretty soon, people figured out it actually cost less to drive to DC and park there than it was to drive to Metro, park there and take the train. What did the people that ran Metro come up with to solve their problems - they raised the rates. Somehow, this did not attract more people to use their service - in fact less people did. What to do...well, they raised rates yet again, and somehow, even less people used the service.

Anyway, Metro was a pretty good idea, but somehow we ended up with more traffic, more roads, more tax dollars being spent to build roads, more pollution, and probably more of our money going into the coffers of multinational corporations and nations many people don't really care for.

How does this relate to the Postal Service? Well, I'm not sure if the same group of idiots that ran Metro are now running the Postal Service, but they seem to think the same way. As I recall, Postal Reform was going to allow us to compete on a more equitable basis with UPS and FedEx, and the NALC backed it to the hilt. Are we competing with these guys now? Well, if there's been an increase in parcel or overnight service it's news to me. Go on the Internet and see just how many companies don't even offer the USPS as a shipping option! Apparently there was money to burn to sponsor the Olympics or a biking team, but the marketing team can't seem to make inroads with the people who might actually benefit themselves and us by actually using our service.

Recently, the Postal Service raised the rates on Sunday Express Mail Service (I believe it was either a \$12 or \$13 "premium" that was put in place). In Rockville, on the first Sunday this was in place, we had no (that is ZERO) Express

continued on page 14

UNDERTIME & OVERWORKED



***“ATTENTION ALL NON-ODL CARRIERS!
YOU WILL BE RECEIVING A 30 MINUTE
UNDERTIME PIVOT TODAY...SO BE
PREPARED!”***

If you work at the Diamond Farms branch in Gaithersburg, this happy greeting from the floor supervisor is announced every day. I mean EV-ER-Y DAY. Regardless of volume. Regardless of weather. Regardless of staffing. It is standard operating procedure and if it hasn't arrived at your unit yet, it probably won't be long.

Clearly, the pressure from the very top of the Postal Service on down is to squeeze each and every drop of productivity out of us as is humanly (or inhumanly) possible without the use of overtime, whether it is done contractually or not. The end result is a policy of mandatory undertime. So before you agree to an undertime assignment, be aware of a few things.

The first item is leave time. If management tries to give you a 30 minute undertime street pivot, you should be leaving for the street 30 minutes earlier than your normal leave time. Supervisors can be incredibly thick headed on this concept and a lot of the reason is DOIS. Even if DOIS says your route has undertime due to light volume, there are many reasons including late mail uptime, service talks, thin mail, etc. that still keep you from hitting the street early. Plus, there's the temptation for management to under-report volume into DOIS and create undertime. If you cannot absorb the pivot because you are not getting out of the office early enough to complete the assignment in 8 hours, submit a PS3996 for overtime and be sure to cite leave time in your explanation.

The second item is the underestimation of pivot length. It is not unusual for a route with a 5 hour evaluated street time to be split equally four ways with each pivot, according to the supervisor's 3996, being 45 minutes in length. Simple math tells you that 4 45 minute pivots totals 3 hours, not 5

hours. Funny how an 8 hour route in the hands of an overambitious supervisor turns into a 6 hour route when it comes time to pivot it out, This is an incredibly difficult situation for newer carriers who are unfamiliar with the pivoted route and are unaware of the true length of the undertime assignment. If you are unfamiliar with a pivot, ask someone who knows! Be aware of how much work is really being demanded of you.

The third item is the outrageous expectations placed on carriers performing undertime office pivots. Casing and pulling down an average route into a 4 way split would seem to be a 2 or 3 hour assignment, even on a light day. It's not unusual for carriers at Diamond Farms to be expected to case and pull down a vacant route plus their entire assignment in a total of 9 hours and be disciplined for failure to do so!

Sadly, in many cases the real enemy in all of this is us. Day after day unrealistic expectations are foisted upon the carriers, and in many instances, management gets what they want because carriers speed up and take safety chances on the street just to avoid headaches and confrontation. The baseline standard of performance is that we give a fair day's work for a fair day's pay. No carrier should be pressured to perform beyond safe and realistic expectation, but we are as a matter of policy. Don't ever be afraid of submitting a PS3996 for overtime if the work demanded of you merits it.

Finally, if you are a Non-ODL carrier and work overtime as a result of an undertime assignment, notify your shop steward! This is a violation of Article 8 of the National Agreement and should be grieved. Article 8 is designed to protect the rights of those who do NOT want to work overtime. Overzealous use of undertime pivots by management puts considerable pressure on the Non-ODL carrier in particular. Defend yourselves with knowledge of the contract and support your fellow carriers in the fight.



Mike Hotovy

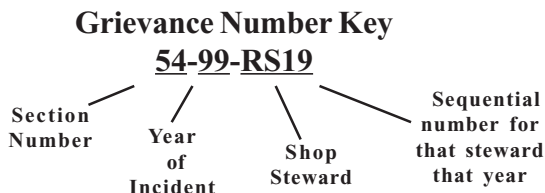
Diamond Farms
Letter Carrier

"Then it's agreed -- we won't let the fact that we're overpaid interfere with our bonuses."

Branch Stewards & Abbreviations

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

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



The Grievance Process

Informal Step A (sometimes called pre step A) - Grievant and Shop Steward meet with immediate supervisor within 14 days of the incident date.

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

Step B - The Dispute Resolution Team (one union advocate and one management advocate) then has 14 days after the receipt of the Step A form to resolve the issue. If no resolution is reached, the grievance is "impassed" and the union has 14 days to appeal the grievance to arbitration.

Pre-Arb - In most instances an effort is made to resolve the dispute before going in front of an arbitrator.

Arbitration - The NBA or designee and the grievant meet with a District designee in front of an arbitrator and the arbitrator renders a decision that for all intents and purposes is final and binding.

Summaries - That's where Unity gets a hold of the grievance and tries to put it into 25 words or less. Hopefully this will help you understand the process a little better.

GRIEVANCE SUMMARIES

Enclosed are 201 GRIEVANCE SUMMARIES ending February 16, 2008. Any grievances brought up to the Union Office after this date will appear in the next issue of Unity.

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

IN THE STRUGGLE,

Kenneth Lerch

President NALC 3825

MAIN OFFICE ROCKVILLE

1. 50-2007-SL116. Formal A. Letter of Warning for having an unauthorized Carrier in the Postal vehicle is rescinded.
2. 50-2007-SL115. Formal A. Letter of Warning for having an unauthorized Carrier in the Postal vehicle is rescinded.
3. 50-2007-SL128. Formal A. Letter of Warning for leaving a sleeper in the case is rescinded.
4. 50-2007-SL145. Informal A. Letter of Warning alleging Improper Conduct is reduced to a discussion.
5. 50-2007-DE005. Informal A. Letter of Warning for sitting on a chair and waiting for 10 hours is reduced to a discussion.
6. 50-2007-DE004. Informal A. Management will stop modifying Carriers clock rings.
7. 50-2007-SL144. Informal A. Letter of Warning alleging that the Grievant did not scan two express mail pieces on two different days as delivered by 12 noon is reduced to a discussion.
8. 50-2007-SL148. Informal A. Letter of Warning alleging that the Grievant did not scan 5 Delivery Confirmation pieces is reduced to a discussion.
9. 50-07-DE06. Formal A. Letter of Warning alleging that an express mail piece was not scanned as delivered before 12 noon is reduced to a discussion.
10. 50-07-SL152. Formal A. Letter of Warning for letting another Carrier in the Postal truck and going to lunch together is reduced to 3 months in OPF.
11. 50-2007-SL136. Formal A. EMERGENCY SUSPENSION alleging that the Grievant failed to notify management immediately of a Postal vehicle accident is rescinded and full back pay is awarded (29.44 hours.)
12. 50-2007-SL142. Formal A. 7 DAY SUSPENSION alleging that the Grievant was involved in a vehicle accident and did not report it will be removed from the Grievant's OPF in two years. The disciplinary letter will not be cited by management in future discipline unless the Grievant fails to report another vehicle accident.
13. 50-2007-SL146. Formal A. Letter of Warning alleging that

the Grievant missed a collection box is reduced to 6 months in OPF and the disciplinary letter will not be cited by management in future discipline unless the Grievant scans a collection box early or fails to collect mail from another collection box.

14. 50-2007-SL143. Formal A. Letter of Warning alleging that the Grievant scanned a collection box 47 units early is reduced to 6 months in OPF and the disciplinary letter will not be cited by management in future discipline unless the Grievant scans a collection box early or fails to collect mail from another collection box.

15. 50-2007-SL137. Formal A. Grievant is awarded 50 units of straight time pay due to management driving bumps out to Carriers of the street.

16. 50-2007-SL147. Formal A. Letter of Warning for not wearing a seat belt in the postal parking lot is reduced to 6 months in OPF and the disciplinary letter will not be cited by management in future discipline unless the Grievant fails to wear a seat belt when the vehicle is in motion.

17. 50-2004-CK13. Formal A. This grievance was held pending a National Level grievance concerning management ordering Carriers on park and loop routes to take sequenced mail to the street as a third bundle. We are withdrawing this grievance with the understanding that bundles of mail with ECRWSS on the label will be taken directly to the street as a third bundle on park and loop routes. We will be able to case any other bundles on park and loop routes. Of course, the 90 percent and 75 percent thresholds must still be met.

18. 50-2007-SL152. Informal A. Grievant, a NON-ODL, worked past the restrictions in Article 8.5F (10.67 hours on a regularly scheduled day.) Our escalating remedy on this issue is an additional 75 percent for all hours past the restrictions found in Article 8.5F plus a lump sum of \$30.00. The grievance was withdrawn because the Grievant resigned from the Post Office.

19. 50-2007-SL123. Formal A. Grievant, a PTF, is awarded 4 hours at the straight time rate for reporting for work and management sending her home immediately after clocking on.

20. 50-2008-SL11. Informal A. The NON-ODL is awarded an additional 150 percent for 1.50 hours and the ODL is awarded 1.50 hours of overtime due to management violating Article 8 Section 5G (overtime rules.)

21. 50-2007-SL153. Informal A. Letter of Warning for talking on a cell phone while driving and riding in the vehicle with another Carrier without permission is reduced to a discussion.

22. 50-2007-SL151. Informal A. Letter of Warning alleging unauthorized overtime and returning from street duties after 1800. Grievance was withdrawn because the Grievant resigned from the Post Office.

23. 50-2007-SL140. Formal A. The 8 hours of AWOL is changed to 8 hours of LWOP.

24. 50-2008-SL02. Informal A. Grievant, a T-6, did not work at least 8 hours on one of the routes on his swing. Grievant is awarded an additional 50 percent for 1.28 hours.

25. 50-2008-SL03. Informal A. Grievant, a T-6, did not work at least 8 hours on one of the routes on his swing. Grievant is

awarded an additional 50 percent for 6.30 hours.

26. 50-2008-SL08. Informal A. Management violated Article 8.5G (overtime rules.) The NON-ODL is awarded an additional 175 percent for 1.16 hours and the ODL is awarded an additional 1.16 hours of overtime.

27. 50-2008-SL12. Informal A. Management violated Article 8.5G (overtime rules.) The NON-ODL is awarded an additional 175 percent for 1.97 hours and three ODL's are awarded a total of 1.97 hours of additional overtime.

28. 50-2008-SL06. Informal A. 14 DAY SUSPENSION alleging poor attendance including two AWOL charges is reduced to a 7 DAY SUSPENSION and further reduced from two years to one year in OPF.

29. 50-2008-SL17. Informal A. The 8 hours of AWOL is changed to 8 hours of LWOP.

30. 50-2007-SL149. Formal A. A PTF clocked out and was told to clock back in and management refused to pay the 4 hour guarantee. Resolved; Grievant is awarded 37 units of overtime and 2 hours of penalty pay.

31. 50-2007-SL150. Formal A. The 1017-B entry (unauthorized overtime) for 99 units is hereby deleted from the Grievant's 1017-B log.

32. 50-2008-SL04. Formal A. A supervisor took a bump out to a Letter Carrier. We grieved this stating that this is Carrier work. However, mapquest indicated that this amounted to only 7 minutes. We withdrew the grievance as the time was diminimus.

33. 50-2007-SL91. Formal A. Letter of Demand for \$75.00 was grieved. We withdrew the grievance when management proved the Grievant had been paid twice for the same grievance.

34. 50-2008-SL14. Formal A. The Union is awarded a lump sum of \$275.00 to be donated to a charity of the Union's choice due to management failing to provide information to the Union within 24 hours. This is an escalating remedy due to repeat violations.

35. 50-2008-SL01. Formal A. The Union is awarded a lump sum of \$275.00 to be donated to a charity of the Union's choice due to management failing to provide information to the Union within 24 hours. This is an escalating remedy due to repeat violations.

36. 50-2008-SL09. Formal A. The Union is awarded a lump sum of \$275.00 to be donated to a charity of the Union's choice due to management failing to provide information to the Union within 24 hours. This is an escalating remedy due to repeat violations.

37. 50-2008-SL154. Formal A. The Union is awarded a lump sum of \$275.00 to be donated to a charity of the Union's choice due to management failing to provide information to the Union within 24 hours. This is an escalating remedy due to repeat violations.

38. 50-2007-DL56. Step B. Inequitable distribution of overtime. Grievance denied without consideration to the merits of the case because the grievance was appealed to Step B untimely.

39. 50-2008-SL10. Informal A. Letter of Warning alleging an at-fault vehicle accident is reduced to 6 months in OPF.

40. 50-2007-SL130. Formal A. 3.75 hours of AWOL is hereby changed to 3.75 hours of LWOP.

TWINBROOK

1. 53-2007-MS80. Informal A. Letter of Warning alleging unauthorized overtime based on mail measurement and curtailment figures is rescinded.

2. 53-2007-MS81. Informal A. Letter of Warning for being injured on duty alleging an unsafe lifting practice is rescinded.

3. 53-2007-MS85. Informal A. 14 DAY SUSPENSION alleging unacceptable attendance is reduced to a 7 DAY SUSPENSION and further reduced from two years to one year in OPF.

4. 53-2007-MS83. Formal A. 8 hours of AWOL is hereby changed to 8 hours of sick leave for Dependent Care (SLDC).

5. 53-2007-MS84. Formal A. Letter of Warning alleging 8 hours of AWOL is rescinded.

6. 53-2008-MS03. Informal A. Grievant is awarded a lump sum of \$25.00 due to management requiring documentation for sick leave outside of the locally negotiated justifiable reasons for requiring documentation.

7. 53-2007-MS87. Informal A. 7 DAY SUSPENSION alleging 8 hours of AWOL is rescinded.

8. 53-2007-MS82. Formal A. Grievant is awarded 8 hours of Administrative Leave due to management forcing this full time regular Carrier to work his designated holiday when management could have utilized PTF's to work 11 and a half hours.

INSTALLATION-WIDE GAITHERSBURG

1. District and Area Management invoked Article 12, and thus, would not convert any PTF's to fill residual vacancies. After a conference call and a grievance initiated by Steve Klein, management agreed to convert 10 PTF's to regular to fill all of the outstanding residual vacancies in Gaithersburg. Management converted the 10 PTF's to regular on February 2, 2008.

PIKE ANNEX

1. 52-2007-MC65. Step B. Grievant was accused of failing to call in for an absence, but management had a 3971 for the day. Resolved; The AWOL charge is hereby changed to 8 hours of EAL.

2. 52-2007-MC108. Informal A. Letter of Warning for attendance citing eleven instances of tardiness is reduced to 3 months in OPF provided that the Grievant is tardy less than 7 times during that 3 month period.

3. 52-2007-MC104. Informal A. Letter of Warning alleging that the Grievant did not scan the express piece by 12 noon is rescinded.

4. 52-2007-MC102. Formal A. Grievant is awarded 24 hours of make-up overtime opportunities due to inequitable distribution of overtime.

5. 52-2007-MC103. Formal A. Grievant is awarded 16 hours of make-up overtime opportunities due to inequitable distribution

of overtime.

6. 52-07-SMS20. Formal A. Grievant, a NON-ODL, is awarded an additional 150 percent for 1.30 hours and two ODL's are awarded 65 units of overtime due to an Article 8 (overtime violation.)

7. 52-07-SMS16. Step B. Letter of Demand for \$40.00 alleging a failure to scan an express piece by 12 noon is rescinded.

8. 52-2007-MC107. Formal A. 8 hours of AWOL is hereby changed to 8 hours of sick leave for Dependent Care (SLDC).

9. 52-2007-MC90. Step B. EMERGENCY SUSPENSION alleging inappropriate comments to patrons and alleging a threat to others is rescinded with 4 months of back pay and benefits.

10. 52-2007-MC116. Informal A. Letter of Warning alleging unauthorized overtime and returning to the office after 1800 (1850) with the Grievant only requesting 2 hours of overtime on a 3996 is reduced to a discussion.

11. 52-2008-MC3. Formal A. When management types demands for documentation letters for Carriers, Section 513.364 of the June 2007 issue of the ELM will be used in verbatim.

12. 52-2008-MC2. Formal A. When an employee is awarded back pay, the hours an employee would have worked, if not for the action which resulted in the back pay period, are counted as work hours for the 1250 work hour eligibility requirement under the Family Medical Leave Act (FMLA). This is consistent with page 10-17 of the November 2005 JCAM.

13. 52-2008-MC1. Formal A. Management was requiring more documentation than the ELM stipulated in order to receive back pay. We withdrew the grievance when management decided to comply with Section 436.42e(2) of the ELM.

14. 52-07-SMS19. Step B. Management was requiring Carriers to complete PS form 3971 off the clock. Resolved; Carriers will request the 3971 off the clock, but will fill out the form 3971 on the clock.

15. 52-2007-MC113. Formal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

16. 52-2007-MC79. Step B. Inequitable distribution of overtime. Grievance denied without consideration to the merits of the case because the grievance was appealed to Step B untimely.

17. 52-2007-MC95. Step B. Management violated the contract when they discontinued a long standing past practice of allowing Carriers to clock in 8 units early. However, management must meet with the Union and then management can discontinue the practice 30 days later.

18. 52-08-SMS4. Informal A. Letter of Warning alleging unacceptable attendance is reduced to a discussion.

DERWOOD

1. 55-07-SMS2. Formal A. 7 DAY SUSPENSION alleging that the Grievant left the vehicle running while delivering apartments is reduced to a Letter of Warning and further reduced from two years to one year in OPF.

GERMANTOWN

1. 74-07-AC48. Informal A. Letter of Warning alleging that the Grievant left approximately 15 pieces of mail on the ground next to apartment boxes and on another day left approximately 11 pieces of mail on the ground next to apartment boxes and on two other days failed to verify mail for a specific address as instructed is reduced to 9 months in OPF.
2. 74-07-MB4. Step B. Management violated Article 8 Section 5G (overtime rules). The NON-ODL'S are awarded an additional 75 percent for 4.74 hours and the ODL'S will be paid a total of 4.74 hours of overtime or penalty pay as applicable.
3. 74-07-AC29. ARBITRATION. Management violated Article 8 Section 5G (overtime rules). MANAGEMENT IS HEREBY ORDERED TO CEASE AND DESIST VIOLATING ARTICLE 8 (from an arbitration that was deemed a representative case.) By arbitrator Mark Rosen.
4. 74-07-AC13. ARBITRATION. Management violated Article 8 Section 5G (overtime rules). MANAGEMENT IS HEREBY ORDERED TO CEASE AND DESIST VIOLATING ARTICLE 8 (from an arbitration that was deemed a representative case.) By arbitrator Mark Rosen.
5. 74-07-AC15. ARBITRATION. Management violated Article 8 Section 5G (overtime rules). MANAGEMENT IS HEREBY ORDERED TO CEASE AND DESIST VIOLATING ARTICLE 8 (from an arbitration that was deemed a representative case.) By arbitrator Mark Rosen.
6. 74-07-AC16. ARBITRATION. Management violated Article 8 Section 5G (overtime rules). MANAGEMENT IS HEREBY ORDERED TO CEASE AND DESIST VIOLATING ARTICLE 8 (from an arbitration that was deemed a representative case.) By arbitrator Mark Rosen.
7. 74-07-AC25. ARBITRATION. Management violated Article 8 Section 5G (overtime rules). MANAGEMENT IS HEREBY ORDERED TO CEASE AND DESIST VIOLATING ARTICLE 8 (from an arbitration that was deemed a representative case.) By arbitrator Mark Rosen.
8. 74-07-AC24. ARBITRATION. Management violated Article 8 Section 5G (overtime rules). MANAGEMENT IS HEREBY ORDERED TO CEASE AND DESIST VIOLATING ARTICLE 8 (from an arbitration that was deemed a representative case.) By arbitrator Mark Rosen.
9. 74-07-AC22. ARBITRATION. Management violated Article 8 Section 5G (overtime rules). MANAGEMENT IS HEREBY ORDERED TO CEASE AND DESIST VIOLATING ARTICLE 8 (from an arbitration that was deemed a representative case.) By arbitrator Mark Rosen.
10. 74-07-AC30. PRE-ARBITRATION. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are awarded an additional 150 percent for 1.79 hours and 1.38 hours. This is in accordance with arbitrator Timothy Tobin's award which was a representative case. Arbitrator Tobin did not issue a monetary award to the ODL'S.
11. 74-07-AC21. PRE-ARBITRATION. Management violated Article 8 Section 5G (overtime rules). 3 NON-ODL'S are awarded an additional 150 percent for 1.04 hours and 1.40 hours and 76 units. This is in accordance with arbitrator Timothy Tobin's award which was a representative case. Arbitrator Tobin did not issue a monetary award to the ODL'S.
12. 74-07-AC23. PRE-ARBITRATION. Management violated Article 8 Section 5G (overtime rules). 2 NON-ODL'S are awarded an additional 150 percent for 1.54 hours and 1.63 hours. This is in accordance with arbitrator Timothy Tobin's award which was a representative case. Arbitrator Tobin did not issue a monetary award to the ODL'S.
13. 74-07-AC28. PRE-ARBITRATION. Management violated Article 8 Section 5G (overtime rules). 4 NON-ODL'S are awarded an additional 150 percent for 2.05 hours, 53 units, 42 units and 32 units. This is in accordance with arbitrator Timothy Tobin's award which was a representative case. Arbitrator Tobin did not issue a monetary award to the ODL'S.
14. 74-07-AC27. PRE-ARBITRATION. Management violated Article 8 Section 5G (overtime rules). A NON-ODL is awarded an additional 150 percent for 1.58. This is in accordance with arbitrator Timothy Tobin's award which was a representative case. Arbitrator Tobin did not issue a monetary award to the ODL'S.
15. 74-07-AC19. ARBITRATION. Management violated Article 8 Section 5G (overtime rules). MANAGEMENT IS HEREBY ORDERED TO CEASE AND DESIST VIOLATING ARTICLE 8 (This was a representative arbitration award by arbitrator Mark Rosen.)
16. 74-07-MB3. Step B. Management violated Article 8 Section 5G (overtime rules). The NON-ODL'S are awarded an additional 75 percent for 18.14 hours and the ODL'S will be paid a total of 18.14 hours of overtime or penalty pay as applicable.
17. 74-07-MB2. Step B. Management violated Article 8 Section 5G (overtime rules). The NON-ODL'S are awarded an additional 75 percent and the ODL'S are paid overtime or penalty pay as applicable as stated in 74-07-MB3 above.
18. 74-07-TAP38. Step B. Management violated Article 8 Section 5G (overtime rules). The NON-ODL'S are awarded an additional 75 percent and the ODL'S are paid overtime or penalty pay as applicable as stated in 74-07-MB3 above.
19. 74-07-TAP45. Step B. Management violated Article 8 Section 5G (overtime rules). The NON-ODL'S are awarded an additional 75 percent and the ODL'S are paid overtime or penalty pay as applicable as stated in 74-07-MB3 above.
20. 74-07-TAP37. Step B. Management violated Article 8 Section 5G (overtime rules). The NON-ODL'S are awarded an additional 75 percent and the ODL'S are paid overtime or penalty pay as applicable as stated in 74-07-MB3 above.
21. 74-07-TAP40. Step B. Management violated Article 8 Section 5G (overtime rules). The NON-ODL'S are awarded an additional 75 percent and the ODL'S are paid overtime or penalty pay as applicable as stated in 74-07-MB3 above.
22. 74-07-TAP41. Step B. Management violated Article 8 Section 5G (overtime rules). The NON-ODL'S are awarded an additional 75 percent and the ODL'S are paid overtime or penalty pay as applicable as stated in 74-07-MB4 above.
23. 74-07-TAP44. PRE-ARBITRATION. The principles and guidelines for pivoting routes will be followed as outlined in the POM Sections 645.1 and 645.2 (as revised 2007).
24. 74-07-TAP36. PRE-ARBITRATION. The principles and guidelines for pivoting routes will be followed as outlined in the

POM Sections 645.1 and 645.2 (as revised 2007).

25. 74-07-TAP35. PRE-ARBITRATION. The principles and guidelines for pivoting routes will be followed as outlined in the POM Sections 645.1 and 645.2 (as revised 2007).

26. 74-07-TAP33. PRE-ARBITRATION. The principles and guidelines for pivoting routes will be followed as outlined in the POM Sections 645.1 and 645.2 (as revised 2007).

27. 74-07-AC44. Informal A. District and Area Management invoked Article 12, and thus, would not convert any PTF's to fill residual vacancies. After a conference call between Kenneth Lerch and upper management, Management agreed to convert 5 PTF's to regular to fill all of the outstanding residual vacancies in Germantown. Management turned the 5 PTF'S regular on January 5, 2008. With that, we agreed to withdraw the grievance.

28. 74-07-AC45. Step B. Management falsified the 1017-B log (unauthorized overtime) in an effort to win an Article 8.5G grievance (overtime rules.) Resolved; Management did falsify the 1017-B log. Management will meet with the Union and go over each 1017-B entry and delete all improper entries.

29. 74-07-TAP38. Step B. Management violated Article 8 Section 5G (overtime rules.) The ODL'S are awarded a total of 5.88 hours of overtime and the NON-ODL'S are awarded an additional 50 percent for

a total of 5.88 hours.

30. 74-08-TAP05. Informal A. Letter of Warning alleging a failure to scan a priority confirmation is rescinded.

31. 74-08-TAP1. Informal A. Letter of Warning for leaving three pieces of mail in the case for a closed business is reduced to a discussion. (Management took the position that this is the same as sleepers in the case.)

32. 74-07-TAP58. Informal A. Grievant is awarded 8 hours of overtime due to inequitable distribution of overtime.

33. 74-08-TAP06. Informal A. Letter of Warning alleging a failure to scan the barcode on a registered is reduced to one month in OPF.

34. 74-08-TAP03. Informal A. Letter of Warning alleging a failure to scan the barcode on a delivery confirmation package is rescinded.

MONTGOMERY VILLAGE

1. 79-07-CC302. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) An ODL will be paid 3 hours of overtime.

2. 79-07-CC300. Formal A. Management will cease and desist assigning Carrier work to the 204b while in a 204b status.

3. 79-07-CC301. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) The NON-ODL is hereby paid an additional 75 percent for 97 units and an ODL is hereby paid an additional 97 units of overtime.

4. 79-07-CC118, 119, 121, 125, 126, 127, 128, 129, 134, 135, 139, 141, 142, 143, 145, 146, 147, 148, 149, 150, 151, 152 and CC160 (23 grievances in all). Formal A. Management violated Article 8

Section 5G of the National Agreement (Overtime rules.) 24 ODL'S are hereby paid a total of 297.25 hours of overtime!

5. 79-07-CC121. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) An ODL will be paid 8 hours of overtime and the NON-ODL is awarded 8 hours of Administrative Leave.

6. 79-07-CC119. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) An ODL will be paid 8.90 hours of overtime and the NON-ODL is awarded 8 hours of Administrative Leave.

7. 79-07-CC118. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) The ODL's will be paid a total of 24 hours of overtime and the 3 NON-ODL's are awarded a total of 24 hours of Administrative Leave.

8. 79-07-CC143. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) The ODL's will be paid a total of 13 hours of overtime and 2 NON-ODL's are awarded a total of 16 hours of Administrative Leave.

9. 79-07-CC142. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) An ODL will be paid 9.00 hours of overtime and the NON-ODL is awarded 8 hours of Administrative Leave.

10. 79-07-CC126. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) An ODL will be paid 2.52 hours of overtime and the NON-ODL is awarded 8 hours of Administrative Leave.

11. 79-07-CC125. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) The ODL's will be paid a total of 10.10 hours of overtime and 2 NON-ODL's are awarded a total of 16 hours of Administrative Leave.

12. 79-07-CC139. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) The ODL's will be paid a total of 21 hours of overtime and the 3 NON-ODL's are awarded a total of 24 hours of Administrative Leave.

13. 79-07-CC135. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) The ODL's will be paid a total of 12 hours of overtime and 2 NON-ODL's are awarded a total of 16 hours of Administrative Leave.

14. 79-07-CC134. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) 4 NON-ODL's are awarded a total of 32 hours of Administrative Leave.

15. 79-07-CC129. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) An ODL will be paid 7.94 hours of overtime and the NON-ODL is awarded 8 hours of Administrative Leave.

16. 79-07-CC128. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) An ODL will be paid 8 hours of overtime and the NON-ODL is awarded 8 hours of Administrative Leave.

17. 79-07-CC145. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) The ODL's will be paid a total of 15.50 hours of overtime and 2 NON-ODL's are awarded a total of 16 hours of Administrative Leave.

18. 79-07-CC141. Formal A. Management violated Article 8

Section 5G of the National Agreement (Overtime rules.) The ODL's will be paid a total of 16 hours of overtime and 2 NON-ODL's are awarded a total of 16 hours of Administrative Leave.

19. 79-07-CC149. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) The ODL's will be paid a total of 15.50 hours of overtime and 2 NON-ODL's are awarded a total of 16 hours of Administrative Leave.

20. 79-07-CC148. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) The ODL's will be paid a total of 22 hours of overtime and the 3 NON-ODL's are awarded a total of 24 hours of Administrative Leave.

21. 79-07-CC146. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) The ODL's will be paid a total of 20 hours of overtime and the 3 NON-ODL's are awarded a total of 24 hours of Administrative Leave.

22. 79-07-CC147. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) An ODL will be paid 9 hours of overtime and the NON-ODL is awarded 8 hours of Administrative Leave.

23. 79-07-CC160. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) An ODL will be paid 8 hours of overtime and the NON-ODL is awarded 8 hours of Administrative Leave.

24. 79-07-CC152. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) The ODL's will be paid a total of 20 hours of overtime and the 3 NON-ODL's are awarded a total of 24 hours of Administrative Leave.

25. 79-07-CC151. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) The ODL's will be paid a total of 16 hours of overtime and 2 NON-ODL's are awarded a total of 16 hours of Administrative Leave.

26. 79-07-CC150. Formal A. Management violated Article 8 Section 5G of the National Agreement (Overtime rules.) The ODL's will be paid a total of 16 hours of overtime and 2 NON-ODL's are awarded a total of 16 hours of Administrative Leave.

27. 79-07-CC47. PRE-ARBITRATION. Management was conducting a one day mail count on 3 Carriers without giving one day of advance notice. Each of the 3 Carriers is awarded one additional hour of overtime pay at the top rate (6-1,O) which equals \$36.63 per hour.

28. 79-08-CB159. Formal A. Management unreasonably delayed Union time. Resolved; In most cases, the Grievant and Shop Steward should be able to discuss the grievance without delay. If a delay is necessary, 95 percent of these instances will result in no more than a two hour delay and should not extend beyond the tour of duty in which the request is made.

DIAMOND FARMS

1. 78-07-HM65. Formal A. Grievant is awarded 2 hours of Administrative Leave due to management improperly requiring medical certification for a sick call.

2. 78-07-HM100. Informal A. Grievant will be provided a copy of his 1571 upon request.

3. 78-07-HM105. Informal A. Two ODL's will be paid a total of 5

hours of overtime due to inequitable distribution of overtime.

4. 78-07-HM84. Formal A. Grievant is awarded 4 hours of Administrative Leave due to an untimely pay adjustment.

5. 78-07-HM66. Formal A. Grievant is awarded a lump sum of 200 dollars due to management failing to adjust his route within 52 days of a special inspection. Grievant will receive a hand-off and the route will be re-inspected.

6. 78-07-HM106. Formal A. Grievant, a PTF, is awarded 4 hours of guaranteed time. Grievant clocked in and was sent home after 17 units.

7. 78-07-HM105. Formal A. Letter of Warning alleging IMPROPER CONDUCT/ Failure to affix the yellow CFS labels to the 3982's is reduced to 4 months and 20 days in OPF.

8. 78-07-HM104. Formal A. Letter of Warning alleging IMPROPER CONDUCT/ Failure to affix the yellow CFS labels to the 3982's is reduced to 4 months and 20 days in OPF.

9. 78-07-HM45. Formal A. Letter of Warning for delivering an express mail piece after 12 noon (12:32pm) is reduced to 7 months and 25 days in OPF.

10. 78-07-HM102. Formal A. Letter of Warning alleging IMPROPER CONDUCT/ Failure to affix the yellow CFS labels to the 3982's is reduced to 4 months and 20 days in OPF.

11. 78-07-HM103. Formal A. Letter of Warning alleging IMPROPER CONDUCT/ Failure to affix the yellow CFS labels to the 3982's is reduced to 4 months and 20 days in OPF.

12. 78-07-HM36. Formal A. The PTF did not meet the Maximization/Full-Time Flexible Memorandum of Understanding, therefore the senior PTF will not be converted to regular.

13. 78-07-HM141. Informal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation piece is rescinded.

14. 78-07-HM142. Informal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation piece is rescinded.

15. 78-07-HM140. Informal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation piece is rescinded.

16. 78-07-HM125. Informal A. Letter of Warning alleging that the Grievant left a priority mail piece at the case is reduced to 6 months in OPF.

17. 78-07-CFC05. Informal A. The 8 hours of LWOP is hereby changed to 8 hours of paid sick leave.

18. 78-07-HM145A. Informal A. Letter of Warning alleging unacceptable attendance is rescinded.

19. 78-07-HM122. Step B. 14 DAY SUSPENSION alleging 27 minutes of AWOL is reduced to a discussion.

20. 78-07-HM130. Formal A. The grievance is withdrawn because the Carrier cited did not meet the test for converting the senior PTF to regular under the Full Time Flexible

Memorandum of Understanding.

21. 78-07-HM165. Informal A. The \$60.00 pay adjustment will be corrected and the Grievant will be paid 8 hours of sick leave with a copy of the 2240 to the Grievant within 7 days.

22. 78-08-HM08. Informal A. Letter of Warning alleging that the red card was not placed in the hot case when leaving for the street is rescinded.

23. 78-08-HM07. Informal A. Letter of Warning alleging that two unprocessed 3982 labels were found on the Grievant's case ledge is rescinded.

24. 78-08-HM06. Informal A. Letter of Warning alleging that the Delivery Confirmation parcel, which was for a customer on hold, did not have a yellow sticker put on it is reduced to a discussion.

25. 78-08-HM05. Informal A. Letter of Warning alleging that the Delivery Confirmation parcel, which was for a customer on hold, did not have a yellow sticker put on it is rescinded.

26. 78-07-HM160. Formal A. A Work/Assignment Letter Carrier was provided assistance by an ODL. Resolved; The Work Assignment Carrier is awarded one hour of overtime.

27. 78-07-HM126. Formal A. 7 DAY SUSPENSION for using a cell phone while conducting CFC work is reduced to a discussion.

28. 78-07-HM119. Formal A. Shop Steward requests to interview employees and to receive information requests will not be unreasonably denied.

29. 78-07-HM146A. Informal A. Letter of Warning alleging poor attendance is rescinded.

30. 78-07-HM118. Formal A. 14 DAY SUSPENSION alleging unauthorized overtime is reduced to a discussion. (Grievant did not call back by 3:00pm.)

31. 78-07-HM156. Formal A. The LWOP requests from three Shop Stewards from Diamond Farms for two days of Shop Steward training is hereby approved.

POTOMAC

1. 54-07-LG136. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

2. 54-07-LG135. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

3. 54-07-LG119. Informal A. Grievant, a T-6, is hereby awarded an additional 200 percent for 4.01 hours over two days of violations because management did not allow the T-6 to work at least 8 hours on one of the routes on her swing (5.99 hours and 6 hours respectively.)

4. 54-07-LG147. Informal A. REMOVAL for backing a postal vehicle and hitting a patron is reduced to a 14 DAY SUSPENSION and further reduced from two years to one year in OPF. It is also agreed that the Emergency Suspension grievance would be withdrawn.

5. 54-07-LG133. Formal A. EMERGENCY SUSPENSION for backing a postal vehicle and hitting a patron is withdrawn as part of the REMOVAL settlement above.

6. 54-07-LG118. Formal A. Management violated Article 8 Section 5G (overtime rules.) Four NON-ODL'S were forced to work a total of 3.52 hours of overtime off their assignments. Resolved; The NON-ODL'S are awarded an additional 175 percent for the overtime worked and two ODL'S are paid 3.52 hours of overtime and penalty pay as applicable.

7. 54-07-LG121. Formal A. Management violated Article 8 Section 5G (overtime rules.) Four NON-ODL'S were forced to work a total of 4.50 hours of overtime off their assignments. Resolved; The NON-ODL'S are awarded an additional 175 percent for the overtime worked and four ODL'S are paid a total of 4.50 hours of overtime and penalty pay as applicable.

8. 54-07-LG122. Formal A. Full time regulars worked over 12 hours in a day. They are awarded an additional 50 percent for all hour worked over 12. (13.34 hours, 13.06 hours, 13.03 hours, 12.81 hours, 12.75 hours, 12.58 hours, 12.52 hours and nine more that worked over 12 hours.)

9. 54-07-LG79. Step B. Inequitable distribution of overtime. Grievance denied without consideration to the merits of the case because the grievance was appealed to Step B untimely.

10. 54-07-LG94. Step B. Management violated the contract when they discontinued a long standing past practice of allowing Carriers to clock in 8 units early. However, management must meet with the Union and then management can discontinue the practice 30 days later.

11. 54-08-GAB02. Formal A. Withdrawn at Formal A. Granddaughters do not qualify for SLDC.

12. 54-07-LG146. Informal A. Grievant was only paid 50 units when he called in requesting sick leave. This full time regular is hereby paid an additional 7.50 hours of sick leave.

13. 54-07-LG124. Formal A. This full time regular was forced to work his designated holiday in violation of our LMU pecking order. Grievant is granted a day of Administrative Leave.

14. 54-07-LG123. Formal A. Management will tone down their outbursts towards Carriers on the workroom floor.

15. 54-07-LG139. Informal A. Management will cease and desist hanging up on Carriers when they call back from the street to notify management that they cannot complete their assignment in the allotted time and will treat the Grievant with dignity and respect.

16. 54-07-LG131. Informal A. From this point forward, management will process all paperwork timely after a Carrier is bit by a dog and dog warning cards will be made available to put in the case.

17. 54-07-LG129. Informal A. 7 DAY SUSPENSION alleging unauthorized overtime is reduced to a Letter of Warning and further reduced to 3 months in OPF. (Grievant did not call back by 3:00pm)

18. 54-07-LG138. Informal A. 7 DAY SUSPENSION alleging unauthorized overtime is reduced to a Letter of Warning and further reduced to 3 months in OPF.

19. 54-07-LG127. Informal A. Letter of Warning alleging unauthorized overtime is reduced to 3 months in OPF. (Grievant did not call back by 3:00pm)

20. 54-07-LG141. Informal A. Letter of Warning alleging a sleeper left in the case is reduced to a discussion.

21. 54-07-LG128. Informal A. Letter of Warning alleging a sleeper left in the case is reduced to a discussion.

22. 54-07-LG148. Informal A. 14 DAY SUSPENSION for refusing to go back out in the dark on a snow day is rescinded.

23. 54-07-LG150. Informal A. 7 DAY SUSPENSION for refusing to go back out in the dark on a snow day is rescinded.

24. 54-07-LG135. Formal A. Management will cease and desist refusing to accept FMLA paperwork. Supervisors will accept FMLA paperwork consistent with M-01635.

25. 54-07-LG145. Formal A. 14 DAY SUSPENSION alleging unauthorized overtime is rescinded. (Grievant did not call back by 3:00pm) This only won because of due process errors. Management refused to provide the information requested for this grievance.

26. 54-07-LG153. Informal A. 7 DAY SUSPENSION for refusing to go back out in the dark on a snow day is rescinded.

27. 54-07-LG136. Informal A. 7 DAY SUSPENSION alleging a failure to swipe the badge to street duties is reduced to a Letter of Warning and further reduced to 3 months in OPF.

28. 54-07-LG137. Informal A. 7 DAY SUSPENSION alleging a failure to scan the "Depart to Route" and "Return To Office" barcodes is reduced to a Letter of Warning and further reduced to 3 months in OPF.

29. 54-07-LG149. Informal A. 7 DAY SUSPENSION alleging unauthorized overtime is reduced to a Letter of Warning and further reduced to 3 months in OPF. (Grievant did not call back by 3:00pm)

30. 54-07-LG151. Informal A. Letter of Warning alleging unauthorized overtime is reduced to 3 months in OPF. (Grievant did not call back by 3:00pm)

31. 54-07-LG142. Informal A. 7 DAY SUSPENSION alleging unauthorized overtime is reduced to a Letter of Warning and further reduced to 3 months in OPF. (Grievant did not call back by 3:00pm)

32. 54-07-LG153. Informal A. Letter of Warning for failing to reasonably estimate a 3996 and failing to call back by 3:00pm. Grievant brought 40 minutes of mail back. This is reduced to 3 months in OPF.

33. 54-07-LG143. Informal A. 7 DAY SUSPENSION alleging unauthorized overtime is reduced to a Letter of Warning and further reduced to 3 months in OPF. (Grievant did not call back by 3:00pm)

34. 54-07-LG140. Informal A. Letter of Warning alleging a failure to deliver and scan an express mail piece by 12 noon is reduced to a discussion.

35. 54-07-LG152. Informal A. 14 DAY SUSPENSION alleging unacceptable attendance is reduced to a 7 DAY SUSPENSION and further reduced from two years to 6 months in OPF.

36. 54-07-LG155. Informal A. Letter of Warning alleging a failure

to lock the vehicle and a failure to have a drivers license on your person, is reduced to a discussion.

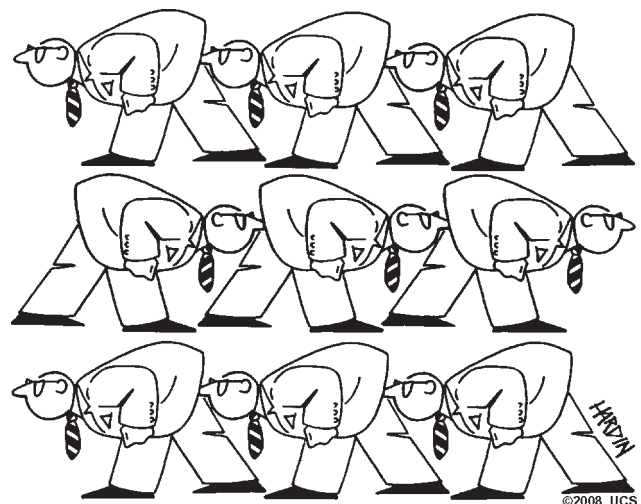
37. 54-07-LG144. Informal A. 7 DAY SUSPENSION alleging unauthorized overtime is reduced to a Letter of Warning and further reduced to 3 months in OPF. (Grievant did not call back by 3:00pm)

INSTALLATION-WIDE ROCKVILLE

1. IW-07-KL18. Informal A. District and Area Management invoked Article 12, and thus, would not convert any PTF's to fill residual vacancies. After a conference call between Kenneth Lerch, our Postmaster and upper management, Management agreed to convert 4 PTF's to regular to fill all of the outstanding residual vacancies in Rockville. Management wrote letters to the 4 PTF's notifying them that they were going to turn regular on January 5, 2008. With that, we agreed to withdraw the grievance.

2. IW-08-KL01. Good-Faith Resolution. The PTF cited by the union met the criteria of the Memorandum of Understanding concerning maximization/Full-time Flexible. The senior PTF will be converted to a Full-time Flexible.

3. IW-08-KL02. Good-Faith Resolution. The PTF cited by the union met the criteria of the Memorandum of Understanding concerning maximization/Full-time Flexible. The senior PTF will be converted to a Full-time Flexible.



The March To The Top

Down on the Farm



After filing a record number of grievances at the Diamond Farms Post Office in 2007, we are on pace to shatter that record this year. Management continues to misuse “Pre-Disciplinary Interviews” to harass letter carriers. It is common for 5 to 6 letter carriers per day to be called into the supervisors office for minor offenses, ranging from leaving a bulk rate sleeper in the case to using a cell phone to coordinate with a Combined Federal Campaign how best to promote raising funds for the various charities. Other offenses include: Not scanning a Delivery Confirmation parcel on a day the letter carrier was scheduled off, using sick leave on a day that the letter carrier was actually working. Unfortunately, discipline was issued in all of these examples.

The name of the game at Diamond Farms Post Office is “cover your mistakes” or “make the numbers” by issuing discipline, even if it is not justified. No consideration is given to the facts surrounding the case. The net result is more time spent defending letter carriers from frivolous discipline. Our office could be more efficient if we eliminate the stupid discipline. We could utilize our time and resources more productively by providing letter carriers with the tools and resources necessary to deliver the mail. This cost savings would be huge! Instead, letter carriers morale at Farms continues to decline while carrier frustration continues to increase. We continue to handle a high number of grievances while the quality of service we provide continues to suffer. The feeling from the carriers on the work floor is “Give us the mail, get out of the way and let us do our jobs”!!!

We spend an enormous amount of time conducting interviews, requesting information, writing grievances, discussing grievances and appealing grievances to the next step. No one seems to care or is interested in fixing this problem. We continue down this never ending road without any solution in sight. Carriers feel trapped in a “hell hole”, to quote a co-worker. It has been a very long time since letter carriers at the Farms were recognized for doing an outstanding job. Instead, when we call in requesting sick leave, we are required to bring in acceptable documentation, even though we have over 1,000 hours of sick leave and have not used sick leave in the past year. Yes, we filed a grievance on that one and were successful in compensating the letter carrier for the cost of the doctor’s appointment plus transportation.

Let’s hope that someone wakes up and realizes that letter carriers at the Farms are good, honest, hardworking people that deserve

to be treated with dignity and respect. Let’s stop wasting everyone’s time by handing out stupid L.O.W.’s that destroy letter carriers morale. Until that day, we continue to provide quality service with or without managements support.

Annual Congressional Breakfast

The 13th Annual Congressional Breakfast will be held on Wednesday, April 30th at the Washington Court Hotel, 500 New Jersey Ave., N.W. Washington, D.C. 20001. A plated breakfast will be served. The program begins at 9AM. Tickets are \$40. Guest speakers from previous breakfast have included: Rep. Eleanor Holmes Norton, Rep. John Sarbanes, Rep. Dutch Rupppersberger, Rep. Chris Van Hollen, Rep. Steny Hoyer, Rep. Elijah Cummings, Sen. Ben Cardin and Sen. Barbara Mikulski. Contact your steward if you are interested in attending.

Hugh McElroy, Jr.

Chief Steward – Diamond Farms/20878

Mutual Benefit Representative BRanch 3825 /State President

continued from page 4

Mails. Good going. Of course, this is what the Postal Service really wants - if there is no Express Mail, there is no need to work anyone on Sundays. Now of course, the Postal Service is set to raise first class stamp rates again, and we will have a further downturn in first class mail. As we say in Twinbrook: Brilliant! I’m actually curious if L’Enfant Plaza is behind the wave of No Bulk Mail legislation that has been introduced in at least 18 states. I can just see the thought process “If we could give up first class mail, Overnight Mail, Parcels and bulk rate then we could really add on to those lazy carriers routes.”

It’s very discouraging to work for a company that has only one idea. That idea is to eliminate hours, whether it is with DPS, FSS, undertime pivots, the various attempts to attack leave benefits, Article 8 violations, etc. We do live in an era where the relevance of door to door mail delivery is becoming increasingly difficult to maintain. While management should be focusing on providing quality, timely service of products and information that our customers want at a reasonable and competitive price, instead they are focused on alienating their customers and attacking and dispiriting their only asset - labor. Brilliant.

Mike Shawn
Editor, Branch 3825

Confessions of a Data Collector



Since January 8, I have been in Hyattsville, MD with three other NALC members and four members of management, working as a data collector in a joint NALC/USPS, FSS work methods study. The eight of us, along with twenty carriers in the 20784 and 20782 zones, are collecting data involving different methods of handling residual mail and sequenced mail in an FSS, Flat Sequencing System (DPS flats) receiving office. The carriers in the study create their “FSS” mail by casing AFSM mail (tub flats from the plant), bundled standard mail and second-class bundles. This mail is then pulled down and placed in the actual trays used in the FSS machine. The remaining “residual” mail is then cased, letters and flats, in various ways. It is cased in the regular carrier case or it’s cased into a single, low volume (LVC) piece of casing equipment or into a “sculch” tray. These various pieces of equipment can be viewed on our website.

The study also involves how to handle sequenced mailings on park and loop routes with FSS mail. The various studies to date have included the following ways of working with sequenced mailings. 1. The residual mail is cased into the regular carrier case and then it is pulled down and merged with the sequenced mailing. 2. The residual mail is cased into the regular carrier case. This mail is then merged with the FSS mail. The sequenced mail is carried as a third bundle. 3. The sequenced mail is cased in the regular carrier case and then the residual mail is cased with the sequenced mail.

In the # 1 and #3 scenario described above, the carrier is in a situation where he/she is required to carry DPS, FSS and the mixed residual/sequenced bundle. This results in carriers with two mixed letter and flat bundles (FSS and residual/sequenced), with one of these bundles on the arm, the DPS in your hand and the other bundle in your satchel. In these situations you would be virtually forced to carry the mail in this way. Working two bundles of this type of mail from your satchel would be a problem, in my opinion. In the # 2 scenario, the merged bundle and the sequenced bundle could be carried in the satchel together, if we chose to do so. Other scenarios have involved casing residual mail into

the low volume case, pulling it down and placing it in a tray and then merging it with the FSS mail and casing residual mail into the sculch tray and merging this mail with the FSS mail, either in the office or on the street.

A member of the data collection team is with each carrier all day, counting the mail, recording the time used for different work functions and walking the route with the carrier. All the carriers involved in the study dislike the sculch tray. It’s poorly designed, poorly labeled and it should be an embarrassment to USPS Engineering, who has their department name stamped not once, but twice, on the tray. The American Heritage dictionary defines sculch as “a person or thing not highly regarded”. You can’t make stuff like this up! At least USPS Engineering has a sense of humor.

The carriers that I have had the pleasure of working with have been professional and hard working. They have physical park and loop routes that have delivery times of five to six hours or more. Kim, Rob, Kevin F., Chris, Dorian, Tyrone, Damon, Logan, Donald, Joe, Michelle H., Paul, Jennifer and Kevin C. will have endured three months of being followed, timed and observed. They have cased mail in numerous different ways and merged mail into the FSS in the office, on the street, in the rain and cold. They have been amazing and they are one and all, terrific letter carriers doing a difficult job. All the members of the data collection team appreciate their cooperation and mostly good-natured participation. I know their supervisors think highly of their work because they are given extra deliveries to do, on overtime, even when they aren’t on the ODL and if they return after 1800 they are given some type of letter of recognition. I think that’s what it is anyway.

We complete our data collection in early April. The information will be used to assist the joint FSS USPS/NALC Task Force in coming to an agreement concerning the work methods to be used in an office that receives FSS mail. I hope that the final decision will take into consideration the physical impact of the increased street time that an FSS office is likely to experience and the ability of letter carriers to make their own intelligent decisions on the best way for them to adapt to this challenging environment. We should be given options not orders regarding the handling of this mail.

Chuck Clark
Montgomery Village

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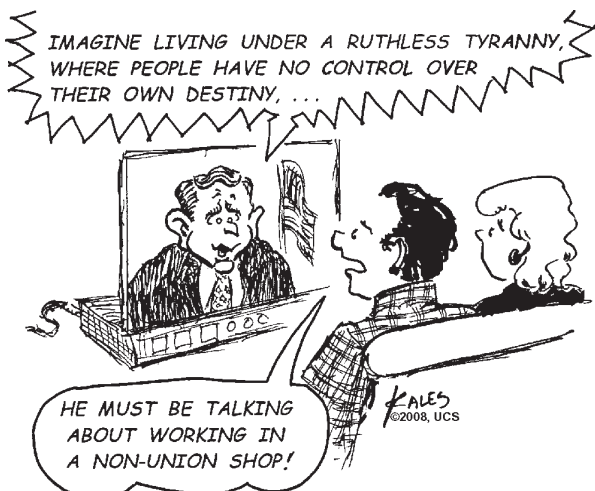


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April 2008

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



"You are suffering from low wage, low self esteem, low value service job depression. I prescribe 'You are not alone' therapy with the strongest union you can find."