

# UNITY



*Dare to Struggle, Dare to Win*

**BRANCH 3825**

*2000 and 2002 National Award Winner for General Excellence*

*Volume 26 #2 Spring, 2007*

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

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## President's

## Report



### **HAS MANAGEMENT GONE BERSERK?**

Management in the Capital District has gone stark raving MAD!!! The latest in a series of ridiculous management "decisions" is to come up with a HIGH EARNERS LIST. Management runs a program to see who has made the most money in the preceding 26 pay periods. Then the MPOO's office orders the local Station Managers not to allow these HIGH EARNERS to work their day off and to restrict their overtime in any way possible. Upper management forces local management to order the NON-ODL's in on their day off and to work NON-ODL's off their assignments on overtime while refusing to work ODL's on their N/S day and keeps ODL's to 8 hours while forcing huge amounts of mandatory overtime on the NON-ODL'S! How absurd is that? Especially in a Branch that has won over a MILLION DOLLARS IN ARTICLE 8 SETTLEMENTS! Also, the HIGH EARNERS are ODL'S who generally know the cases and route territory. They are much more productive at casing routes they are familiar with than NON-ODL's who generally only know their own route. But, who cares about what makes sense! As long as the MPOO'S office gets to make the decision. Can you say EGO TRIP! At the same time management has created hundreds of grievances, they also have come up with the strategy to severely limit Union Time. We are being forced to write the grievances off the clock and file new grievances to be paid for this contract violation as well.

As I write this article on Sunday, March 25, 2007 a new

Postmaster has arrived in Rockville. Her name is Kathryn Harris. I hope she can put an end to the wholesale violations of our contract. From my initial meetings with her, she seems genuinely concerned about all the money being paid out in grievance settlements. She is very intelligent. Unfortunately, I have only written that about a handful of managers I have encountered at the Post Office. I believe she will try and convince the MPOO and the District Manager to comply with the overtime provisions of our National Agreement. Time will tell. I do want to thank all the Carriers who have come up to the Union office after work (some nights as late as 11:15pm), on N/S days and Sundays to write grievances off the clock. I especially want to thank Greg Brooks who has put in a tremendous amount of time in an effort to get management to adhere to our Contract.

We had Shop Steward elections at the Diamond Farms office. Hugh McElroy is now the Chief Shop Steward there. Chester Crews is the other regular Steward. Mathew Ackah and Chris Lively are now the Alternate Shop Stewards there. With Steve Klein filing grievances at the Main Office in Gaithersburg and Chuck Clark and Clay Baldwin winning cases at Montgomery Village, we are doing quite well in Gaithersburg. And at our Germantown office, Amy Campain and Tom Preston have management complying with the Contract.

Union Brother, Chuck Clark, has put up an awesome Web Site for our Branch. Visit us at [WWW.NALC3825.COM](http://WWW.NALC3825.COM). Thank you, Chuck Clark!

In the Struggle,

*Kenneth Lerch*

President, NALC 3825

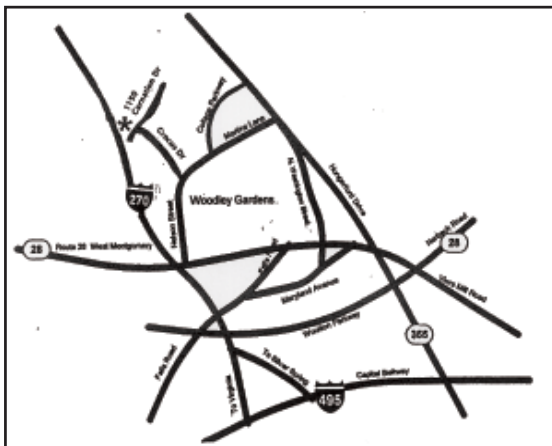
## OFFICERS

**President.....Ken Lerch**  
**Vice President.....Amy Campain**  
**Rec.Secretary.....Tom Preston**  
**Fin.Sec.Treas.....Dominick Lignelli**  
**Sgt.at Arms.....Les Gaynair**  
**Editor.....Mike Shawn**  
**Health Benefits Rep.....Tony Gatling**  
**Mutual Benefits Rep.....Sergio Lemus**  
**Distributor.....Shearly McFadden Shawn**  
**Trustee.....Kevin Abernathy**  
**Trustee.....Greg Brooks**  
**Trustee.....Mike Curley**  
**Trustee.....Bert Weisner**  
**Trustee.....Tim Bonnett**  
**EB Member (GBurg).....Steve Klein**  
**EB Member (GBurg).....Chuck Clark**

*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

## The Editor's Page

A lot has happened since our last issue. We have had to address, yet again, wholesale violations of Article 8. We have been addressing PTF's ordered off their hold downs, casual clerks carrying mail, and the idiotic "High-Earner's List". Contract negotiations with the USPS have failed, and we are now in binding arbitration.

Many carriers seem to think that the union will always win on these issues - think again. We are only as strong as the membership and its support. We draw our stewards and officers out of the rank and file, and we need the support of our peers on the workroom floor. Management will try, and try again and again to chip away at our wages and benefits. Don't think that because we have resolved the most recent attack on Article 8 that soon enough the next postmaster, or MPOO, or District Manager won't think it's the most clever thing to try again. Basically, they are counting on a strategy of exhausting us and our resources. That is why we need to stand together to protect our rights.

With that in mind, I would like to bring everyone's attention to the great work the our Vice President Amy Campain has done regarding the clerk casual violations in Potomac. Amy is a carrier in Germantown, and has just won thousands of dollars in penalty pay for carriers in Potomac, many of whom probably don't even know she did this, or who she is. Amy is a stand-up union letter carrier, who is willing to do the hard work to protect all of our rights. We need more of that - so support your stewards and officers, and consider stepping forward when the membership needs your help.

*continued on page 14*

### Schedule of Union Meetings

May 2  
 June 6  
 July 11  
 August 1  
 September 5

*The Driving Force  
and  
the Stupidity  
of Management*



In all my years in the USPS, I have gotten used to the cycles of management working together with the carriers, then attacking us and, as our President Ken Lerch so aptly states, become “contract violating pigs”. This current cycle is the most blatantly vicious cycle I have ever seen. Perhaps it has to do with global warming, but I don’t think so.

The following information on the driving force was told to me by a management employee from this area:

The Managerial Prime directive is: give us the \$\$\$\$\$\$. This is the driving force behind most, if not all of their pathetic decisions. First they set certain perimeters on what their goals should be. They make these goals very easy to attain so they satisfy their \$\$\$\$\$\$\$\$ needs. Our hard work and their easy goals just resulted in management receiving a 6.5% raise this past January. As you can see, when they meet their goals, their \$\$\$\$\$\$ enhancement enlarges. Here’s a simple example. They increase the number of street scans, then get \$\$\$\$ for scans made. Remember, we are told scans are for service considerations only. How, I haven’t figured out yet. That is why if you miss a scan, discipline will most likely follow. That’s another goal. There must be a super bonus for 2 week suspensions the way they are issuing them (remember when discipline was progressive).

Another example is the 5:00 goal. They call it the operational window. By definition, an operational window is based on an *OPERATIONAL* necessity. I know of no office that has a last dispatch at 5:00. This leads us to another goal - violating Article 8. They lamely use the 5:00 goal as an excuse to work non-ODLs and work assignment carriers in violation of the contract. I thought they signed the agreement, but I may be wrong. They don’t care about paying the money out on these violations because they have a special fund set aside for that. If you ask me, that shows premeditation.

Another example of their manipulation and monetary enhancement is the voice of the employee (VOE) survey) They used to get credit for good responses, but that didn’t happen, so now they get points off for surveys sent back in. That is why

some carriers are taken into a room and told to fill them out and hand them to a manager as they leave. When carriers say they don’t want to fill them out, the manager takes them back and fills them out and sends them in. This is immoral, unethical, and the managerial way. These are examples of the driving force and stupidity.

Yet another example of management stupidity is the good worker, or “high earners” list. Any intelligent supervisor will use the most productive/knowledgeable carriers to perform the most work. Then management turns around and cuts these workers OT. They are too stupid to realize the overtime still exists, only it is being done by other carriers. It’s funny how the 5:00 goal is being moved later, because the carriers that are casing and carrying the routes usually done by carriers on “the list” take longer to case and carry those routes. Office productivity is decreasing and percent to standard is worsening due to non use of “the list” carriers. Maybe the genius who made this decision will realize what’s happening before it’s too late, but I’m not holding my breath. The being that made this decision probably screwed the Post Office on his way up and presumes the carriers are mimicking his behavior. Management, please do not put your warped values on to carriers.

Percent to plan (based on the same period last year) is another stupid rule. Let’s say the office’s plan for the day is 300 straight time hours and 50 hours (16.7%) of overtime. If the manager uses 250 hours (straight) and 45 hours (OT) for a savings of 55 hours, he is scolded because the percent is 18%.

Another flaw in management’s logic is the use of DOIS. Supervisors are told to give (create) undertime pivots based on mostly false data. They and/or the plant (NLM mail) undercount your mail and then give you undertime to satisfy their masters. A few carriers will skip their lunch and break to try to satisfy the requests, although most fail. The carriers who do not fulfill these beings orders are charged with unauthorized OT and are disciplined.

These are only a few examples of what we must deal with. I am sure the boss brain and the rest of his posse will conjure up more ways to ruin the post office, so don’t expect things to get any better. The hardest part of the battle, though, is on the shop stewards. First, management will blatantly violate the contract. The shop steward asks for union time, as provided in the contract. Management refuses to grant the time, so the steward asks for an extension. Management says no. The stewards are forced to do the grievances on their own time, after work and on their days off. So far the business agent has been unable, or unwilling to help us. The battle continues...

*Steve Klein  
Gaithersburg*

## Vice- President's Report

Contract negotiations have been extended as of the writing of this article. The sign off is that if our National Union and the USPS cannot agree on the current proposals then we will waive mediation and go directly to Arbitration. The Post Office is bent on contracting out our jobs. They seem to be bound and determined to destroy the USPS. Personally, I think, that these “managers” think that if they screw everything up enough, the Post Office will go private, their salaries will skyrocket and they will get a corner office. Who knows what the hell is going on! We have all seen in the past few years, dumb and dumber rules and changes of policy dribble down the line. The latest, “the High Earners List” takes the cake. I didn’t think they could top that one...I can hear them now ... “Hey, these ODL’s make too much money, I got an idea. Don’t let the ODL carriers who WANT the work, who know all the routes, and who are supposed to carry the mail according to our nationally agreed upon Contract have any overtime. Instead, violate the contract that we agreed to and violate Art 8 daily and force in the Non-ODL’s who don’t want the work and aren’t as familiar with all the routes on their day off. Then when the unions file the grievances AND WIN... pay everybody all over again. Who cares, it’s not our money!” Talk about a waste of money and of manpower!

However, to my surprise, they topped that plan with their drooling insistence on contracting out our jobs. Apparently, the Postal Service seems to think that our jobs require no skill, commitment or intelligence. It seems to me, that if they had their way, retired Seeing Eye dogs would be used to deliver the mail. Their great plan is to hire low paid, non career workers with no health care to deliver the mail. No commitment, no requirement to stay year after year, and no retirement. Think about it. . .we have all been to McDonald’s and Pizza Hut. We have seen the level of competence from workers who are just using that job as a stop over until they can get a BETTER job that will become a career and help them support their families. We have seen the employees there that don’t seem to be able to read the words “hamburger” which has forced the companies to put pictures on their cash registers!

This is what the BRAIN TRUST of the Postal Service is proposing! A work force with a barely acceptable pay rate, no career options, and no health care. These “employees” would then have access to private and critical mailings. They would actually make more money selling customers mailing addresses to mailers or stealing credit cards, or stealing parcels then they would working for the Post Office. They would be able to watch the comings and goings of customers on a daily basis and sell that information. Or, they would at the very least have to work 2 or 3 jobs just to make a living wage. This country deserves better than that! The United States Postal Service is supposed to be a PUBLIC SERVICE, not a business. It seems that people have forgotten that. In these troubled times of terrorism and war, we need to make sure that the people of this country feel more secure, not less secure. Our jobs are vital and necessary to the daily hum of a well run nation. We cannot allow the Postal Service to destroy mail delivery. In Portland Oregon, our brothers and sisters in Branch 82 held an informational picket to make sure that the public was aware of the threat that the USPS is trying to get away with. We thank that Branch and their NBA Paul Price for taking a stand and the first step in what promises to be a long battle. We may all be called upon to let the public know what is going on behind the scenes before too long. We “will not go gentle into that good night. ....”

On another note, I would like to tell all of the carriers in Gaithersburg that we are proud to be a part of them. Steve Klein has done a great job in that branch along with Chuck Clark and Gary Kirwin. We value their knowledge and experience and welcome all of the new stewards that have recently stepped up to the plate. President Ken Lerch has been working day and night to fight the insulting attacks on Union time, and Art. 8 violations. He keeps us all informed, united and strong. Thank you Ken for making NALC Branch 3825 as great as it is.

*Amy Campaign*

Vice President, Branch 3825

HERE WE GO AGAIN.....



Once again, management in our District deliberately violated the contractual obligations set forth in Article 8, opening up the grievance floodgates. President Lerch has just signed off on an agreement to settle these grievances paying all employees involved in the violations with a gigantic monetary pay-out. For now we have won back our rights but as we all know this may only be temporary. I must applaud Ken, Main Office Chief Steward Sergio Lemus and all the other stewards for their due diligence in this successful struggle. Great job all you all.

Anxiously I have awaited the outcome of our next, and likely my last, contract. As I write this article the parties have taken a last shot at negotiating an agreement without success. Our National Business Agent Tim Dowdy came to our union meeting the other night and the likelihood of Arbitration was obvious. We do not know of the wage and benefits package that the union is seeking, but I have very high expectations because our union never went backwards under President Sombrotto. We do know that Article 32, the contracting out of mail delivery and routes, is the management proposal that cannot be tolerated, ever. I refuse to accept giving back anything to the mismanaging fools the run the USPS. At the drop of a hat they can **lose \$200,000 in the grievance procedure** and in the same breath tell us that they must contract out our work to save money! *DON'T THROW WATER IN MY FACE AND THEN TRY TO TELL ME IT'S RAINING.*

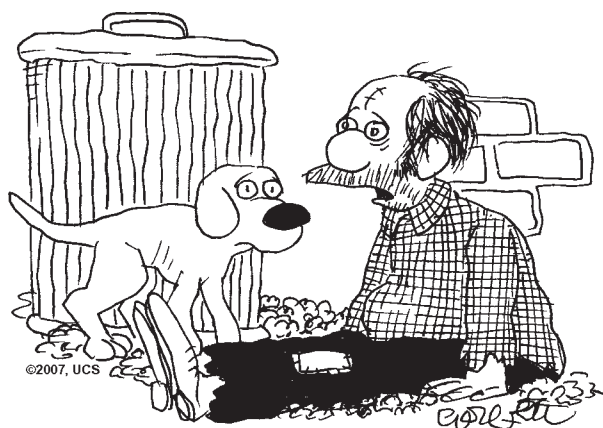
An informational picket has been organized for April 16 but much more needs to be done to get the public aware of this preposterous idea and the long range ramifications contracting out will have on service and the employees. Keep alert and active for

whatever you can do to help stop this nonsensical position management is taking.

Our new postmaster is hell bent on hiring casuals to carry mail in Rockville. **Millions and Millions of dollars** in grievance settlements for Article 7 (casual hiring) have been paid since the National Arbitration Award of Shyam Das in 2001. Understaffed post offices are not a proper reason to hire and work casuals. As the steward representing this branch as recently as 2003/4 on this issue, we have won this same type of grievance and achieved no casual hiring for many years. We have a strong basis for winning another grievance, and if casuals are hired there will be no mercy shown by the big kahuna. A meeting is scheduled to discuss the matter, so stay tuned and informed.

*Dominick Lignelli*

Main Office

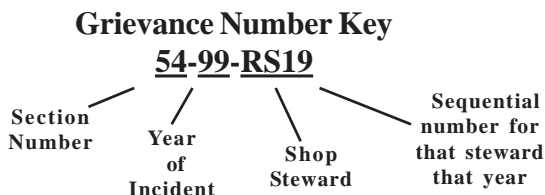


"The boss said we didn't need a union -- he'd take care of us..."

## 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.....	20878
CB - Clay Baldwin.....	20878
HM - Hugh McElroy, Jr.....	20879/66
CCR - Chester Crews.....	20879/66

Alternate Stewards are Mark Hicks, Mathew Ackah & 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 170 GRIEVANCE SUMMARIES ending April 8, 2007. Any grievances brought up to the Union Office after this date will appear in the next issue of Unity. Due to the tremendous amount of grievances caused by OIC Jack Felton, we still have about 100 to summarize and another 500 still awaiting settlements in the grievance procedure. **WAY TO GO FELTON!!!!!!** I want to thank all of the Shop Stewards for your continued great work!

IN THE STRUGGLE,

*Kenneth Lerch*

President NALC 3825

### DERWOOD

1. 55-06-KA55. Informal A. Management will pay one hour of overtime to an ODL due to management performing craft work (the inter-station run.)

2. 55-07-KL3. Formal A. Management will cease and desist violating the M-39 handbook section 126.42 (assure that clockrings are accurate.) From this point forward, management will not instruct Carriers to clock on to fictitious codes such as collection runs, parcel delivery, express delivery, et-cetera when Carriers are delivering mail. If a Carrier is delivering mail after 1800, management will immediately stop trying to conceal this with fictitious ETC entries.

3. 55-07-KL1. Formal A. Management worked a NON-ODL on their nonscheduled day without working the ODL's 12 hours. Management will pay 8 hours of penalty pay (double-time) to the ODL's and the remedy sought for the NON-ODL (additional 150% for 8 hours) is impassed to Step B.

4. 55-07-KA2. Formal A. Management will provide a sufficient amount of chairs so Carriers can sit during their 10 minute office break.

5. 55-07-KA11 Formal A. Due to a clerk/casual carrying mail four ODL'S will split 8.00 hours of penalty pay.

6. 55-2006-SL9. Step B. 5 NON-ODL'S will be paid an additional 125 percent for 5.12 hours and the ODL'S will be paid 5.12 hours of penalty pay due to a violation of Article 8 Section 5G (overtime rules.)

7. 55-2006-SL13. Step B. 4 NON-ODL'S will be paid an additional 125 percent for 4.76 hours and the ODL'S will be paid 4.76 hours of penalty pay due to a violation of Article 8 Section 5G (overtime rules.)

8. 55-06-KA37. Step B. 1 NON-ODL will be paid an additional 125 percent for 78 units and an ODL will be paid 78 units of penalty pay due to a violation of Article 8 Section 5G (overtime rules.)

9. 55-06-SMS15. Step B. 1 NON-ODL will be paid an additional 125 percent for 57 units and an ODL will be paid 57 units of penalty pay due to a violation of Article 8 Section 5G (overtime rules.)

10. 55-06-KA29. Step B. 3 NON-ODL'S will be paid an additional 125 percent for 1.69 hours and an ODL will be paid 1.69 hours

of penalty pay due to a violation of Article 8 Section 5G (overtime rules.)

11. 55-07-KA3. Informal A. Management will have a plan A and B in place on inclement weather days to provide vehicles with chains. Carriers will not have to put chains on themselves.

12. 55-06-SMS18. Step B. 1 NON-ODL will be paid an additional 125 percent for 67 units and an ODL will be paid 67 units of penalty pay due to a violation of Article 8 Section 5G (overtime rules.)

13. 55-2006-SL8. Step B. 1 NON-ODL will be paid an additional 125 percent for 50 units and an ODL will be paid 50 units of penalty pay due to a violation of Article 8 Section 5G (overtime rules.)

14. 55-06-KA26. Step B. 2 NON-ODL'S will be paid an additional 125 percent for 1.25 hours and an ODL will be paid 1.25 hours of penalty pay due to a violation of Article 8 Section 5G (overtime rules.)

### GERMANTOWN

1. 74-06-AC10. Step B. Management failed to convert a PTF to regular in a timely manner. The PTF is hereby paid 40 hours per week and 8 hours for any day scheduled.

2. 74-07-AC2. Informal A. Grievant is hereby paid 56 hours at the straight time rate due to management unreasonably delaying the conversion from PTF to regular status.

3. 74-06-AC111. Informal A. Two ODL's are hereby paid 45 minutes of overtime each due to management having a rural Carrier deliver City Delivery mail.

4. 74-06-AC109. Informal A. Management will pay an ODL 20 minutes of overtime due to management performing craft work (transporting a bump—mail) to a Carrier.

5. 74-06-AC109A. Informal A. Management delayed a tray of DPS mail overnight. We withdrew the grievance when management agreed to take mistakes by Carriers into account before issuing discipline.

6. 74-07-AC1. Informal A. Due to an incorrect pay adjustment 19 Carriers are each hereby paid an additional 50 percent for 2.73 hours.

7. 74-07-AC3. Informal A. Grievant is hereby paid 40 hours at the straight time rate due to management unreasonably delaying the conversion from PTF to regular status.

8. 74-07-AC4. Informal A. Grievant is hereby paid 8 hours at the straight time rate due to management unreasonably delaying the conversion from PTF to regular status.

9. 74-06-AC105. Formal A. 14 DAY SUSPENSION alleging a failure to return from street duties by 1700 is hereby rescinded.

10. 74-06-TAP37. Step B. The following Carriers will be paid an additional 50% for all time worked past the maximum allowable hours in a week (60). 61.73 hours, 60.51 hours, 60.66 hours, 60.89 hours, 60.20 hours and 60.02 hours.

11. 74-06-TAP28. Step B. The following Carriers will be paid an additional 50% for all time worked past the maximum allow-

able hours in a week (60). 61.93 hours, 64.18 hours, 62.69 hours, 60.10 hours, 62.72 hours, 62.72 hours, 62.03 hours, 62.00 hours and 66.81 hours.

12. 74-06-TAP27. Step B. The following Carriers will be paid an additional 50% for all time worked past the maximum allowable hours in a week (60). 63.60 hours, 61.89 hours, 62.21 hours, 62.13 hours, 65.80 hours, 60.58 hours, and 62.44 hours.

13. 74-06-AC82. Step B. Management violated Article 7 of the National Agreement by working casual clerks in the City Letter Carrier Craft even though the ODL Carriers worked 12 hours in a day or 60 hours for the week. Management will pay a lump sum of \$449.22 to ODL Carriers as designated by the local Union.

14. 74-06-AC81. Step B. Management violated Article 7 of the National Agreement by working casual clerks in the City Letter Carrier Craft even though the ODL Carriers worked 12 hours in a day or 60 hours for the week. Management will pay a lump sum of \$400.60 to ODL Carriers as designated by the local Union.

15. 74-06-AC87. Step B. Management violated Article 7 of the National Agreement by working casual clerks in the City Letter Carrier Craft even though the ODL Carriers worked 12 hours in a day or 60 hours for the week. Management will pay a lump sum of \$217.71 to ODL Carriers as designated by the local Union.

16. 74-06-AC86. Step B. Management violated Article 7 of the National Agreement by working casual clerks in the City Letter Carrier Craft even though the ODL Carriers worked 12 hours in a day or 60 hours for the week. Management will pay a lump sum of \$235.69 to ODL Carriers as designated by the local Union.

17. 74-06-AC85. Step B. Management violated Article 7 of the National Agreement by working casual clerks in the City Letter Carrier Craft even though the ODL Carriers worked 12 hours in a day or 60 hours for the week. Management will pay a lump sum of \$293.91 to ODL Carriers as designated by the local Union.

18. 74-06-AC82. Step B. Management violated Article 7 of the National Agreement by working casual clerks in the City Letter Carrier Craft even though the ODL Carriers worked 12 hours in a day or 60 hours for the week. Management will pay a lump sum of \$130.87 to ODL Carriers as designated by the local Union.

19. 74-07-AC6. Informal A. Letter of Warning alleging unauthorized overtime and returning from street duties after 1775 is rescinded.

20. 74-07-AC5. Informal A. Grievant is hereby paid an additional 20 minutes of penalty pay (double time) because management asked the Carrier work related questions after the Grievant had clocked out for the day.

21. 74-07-TAP1. Formal A. Management will provide the Union with a weekly tracking sheet for overtime to better monitor the equitable overtime provisions of the National Agreement.

22. 74-06-AC110. Formal A. Management will pay an ODL 30 minutes of overtime due to a violation of Article 7. Management sent a rural Carrier out for a parcel pick-up.

23. 74-07-AC7. Formal A. Two new PTF'S will start in March. Management will open the calendar for additional requests for annual leave.

24. 74-07-TAP02. Formal A. Letter of Warning alleging AWOL is reduced to 6 months in OPF.

25. 74-06-TAP46. Step B. The following Carriers will be paid an additional 50% for all time worked past the maximum allowable hours in a week (60). 63.00 hours, 60.43 hours, 60.67 hours, 61.23 hours, 60.17 hours, 60.78 hours, 61.21 hours and 60.50 hours.

26. 74-06-TAP38. Step B. The following NON-ODL Carrier will be paid an additional 50 percent for the hours worked past 8 on their N/S day due to a violation of Article 8 Section 5F of our National Agreement (8.41 hours.)

27. 74-07-AC8. Informal A. Management will provide the Grievant sufficient time to learn her route and will be given time to mark and label her boxes on the street.

28. 74-06-TAP34. Step B. The following NON-ODL Carrier's will be paid an additional 50 percent for the hours worked past 8 on their N/S day due to a violation of Article 8 Section 5F of our National Agreement (8.34 hours, 8.87 hours and 9.25 hours.)

29. 74-06-AC100. Step B. Three PTF's were paid 68 hours, 62 hours and 58 hours due to management failing to convert three PTF's to regular within a reasonable amount of time to fill three residual vacancies. This is approximately \$1,360.00, \$1,240.00 and \$1,160.00. This grievance was created because of the Capital District's complement committee dragging their feet endlessly when they should be doing a little bit of work and converting PTF's in compliance with our National Agreement!!!!

30. 74-07-TAP02. Formal A. Management will inform the number 1 disapproved Carrier when incidental leave is turned back in. Management will allow Carriers to look at the current leave calendar when requested and will follow the LMU regarding leave percentages.

#### TWINBROOK

1. 53-2007-MS01. Informal A. Letter of Warning alleging an at-fault vehicle accident is rescinded.

2. 53-2006-MS75. Informal A. Management, specifically the District's FMLA Coordinator, violated the National Agreement. All FMLA requested by the Grievant is hereby changed to approved FMLA leave and the Grievant's 3971 and 3972 will reflect this change with copies provided to the Grievant and the Union. This grievance settlement supercedes any correspondence or denial of FMLA by the District's FMLA coordinator.

3. 53-2007-MS02. Informal A. Letter of Warning alleging an at-fault vehicle accident is reduced to 11 months and 27 days in OPF.

4. 53-2007-MS05. Informal A. 7 DAY SUSPENSION alleging an at-fault vehicle accident is rescinded.

5. 53-2007-MS04. Letter of Warning for casing marriage mail flats is reduced to a discussion.

6. 53-2007-MS06. Informal A. Letter of Warning alleging an at-fault vehicle accident is rescinded. (Note\* Management's own documents showed that the Grievant was not at fault.)

7. 53-2007-MS13. Informal A. The following Carriers are hereby paid an additional 50 percent for working over 60 hours in a week (61.04 hours and 60.62 hours.)

8. 53-2007-MS19. Informal A. 5 NON-ODL'S will be paid an additional 125 percent for 3.68 hours and the ODL'S will be paid 3.68 hours of penalty pay due to a violation of Article 8 Section 5G (overtime rules.)

9. 53-2007-MS30. Informal A. 7 DAY SUSPENSION alleging AWOL is hereby rescinded and the AWOL charge is changed to LWOP and all records will reflect this change.

10. 53-2007-MS17. Informal A. The following NON-ODL Carriers will be paid an additional 75 percent for the hours worked past 8 on their N/S day plus a lump sum of \$15.00 each due to a violation of Article 8 Section 5F of our National Agreement (8.60 hours and 9.05 hours.)

11. 53-2007-MS33. Informal A. Management violated Article 13 Section 2C of the National Agreement (Light Duty Request). Management will pay the Grievant 8 hours of straight pay and 8 hours of sick leave will be restored to his sick leave balance.

12. 53-2007-MS32. Informal A. Management, specifically the District's FMLA Coordinator, violated the National Agreement. All FMLA requested by the Grievant is hereby changed to approved FMLA leave and the Grievant's 3971 and 3972 will reflect this change with copies provided to the Grievant and the Union. This grievance settlement supercedes any correspondence or denial of FMLA by the District's FMLA coordinator.

13. 53-2007-MS12. Informal A. Management, specifically the District's FMLA Coordinator, violated the National Agreement. All FMLA requested by the Grievant is hereby changed to approved FMLA leave and the Grievant's 3971 and 3972 will reflect this change with copies provided to the Grievant and the Union. This grievance settlement supercedes any correspondence or denial of FMLA by the District's FMLA coordinator.

14. 53-2007-MS14. Informal A. 3 NON-ODL'S will be paid an additional 125 percent for 2.83 hours and the ODL'S will be paid 2.83 hours of penalty pay due to a violation of Article 8 Section 5G (overtime rules.)

15. 53-2007-MS20. Formal A. Management will pay the PTF a lump sum of \$80.00 plus an additional 75% for all hours worked past 11.50 hours (the maximum in a day for a PTF). The PTF worked 11.97 hours.

16. 53-07-KA20. Informal A. The Chief Shop Steward is hereby paid 1.50 hours of overtime for being forced to write grievances off the clock due to the continual denial of Union time.

17. 53-2007-MS34. Informal A. 3 NON-ODL'S will be paid an additional 125 percent for 2.67 hours and the ODL'S will be paid 2.67 hours of penalty pay due to a violation of Article 8 Section 5G (overtime rules.)

18. 53-2007-MS12A. Management will pay the Grievant 10 dollars for each day past 52 days due to a refusal to adjust the Grievant's route within 52 days after a special route inspection (211.3 of the M-39 handbook). This amounted to \$170.00 and the route was adjusted.

19. 53-2007-MS09. Formal A. Grievant, a PTF, is hereby paid a lump sum of \$100.00 plus an additional 50 percent for 7.75

hours for being pulled off her opt.

20. 53-2007-MS10. Formal A. Grievant, a PTF, is hereby paid a lump sum of \$100.00 plus an additional 50 percent for 8.00 hours for being pulled off her opt.

21. 53-2007-MS08. Formal A. Grievant, a PTF, is hereby paid a lump sum of \$100.00 plus an additional 50 percent for 4.76 hours for being pulled off her opt.

### MAIN OFFICE

1. 50-2006-DL66. Formal A.

2. 50-2006-DL65. Formal A.

3. 50-2006-DL69. Formal A.

4. 50-2006-DL68. Formal A.

5. 50-2006-DL67. Formal A. Management refused to meet at Informal A on the above grievances which were all settled on the same date. Resolved; The next time this happens management will pay \$100.00 to the charity of our choice.

6. 50-2006-DL73. Formal A. Due to many prior settlements including precedent setting Step B decisions, management will pay \$100.00 to the charity of our choice the next time management fails to provide information to our local Union within 24 hours.

7. 50-2006-DL70. Formal A. Same as number 6 above which was settled on the same date.

8. 50-2006-SL97. Informal A. Management failed to complete the leave calendar on time for the other than choice guaranteed selections. We withdrew the grievance when management agreed to complete the leave calendar by the next day.

9. 50-2006-SL96. Formal A. The six 1017-B entries (unauthorized overtime) are hereby deleted.

10. 50-2007-SL07. Informal A. Grievant is hereby granted 8 hours of Administrative Leave due to management forcing this full-time regular to work his designated holiday without working all the PTF's 11 and a half hours.

11. 50-2006-SL62. Step B. 7 DAY SUSPENSION alleging that the Grievant left his empty Postal truck unlocked in the Postal parking lot overnight is rescinded.

12. 50-2007-SL03. Informal A. Grievant is hereby paid an additional 50% for 1.39 hours due to management working the Grievant past the 12 hour daily limit for full time regulars (worked 13.39 hours).

13. 50-2007-DL01. Formal A. Letter of Warning for returning from street duties after 1800 is reduced to a discussion. (Note\* There was no 3996 submitted and when the Grievant called back to the Post Office the Grievant told management that he would be back by 1750. The Grievant got back at 1853.)

14. 50-2006-SL77. Step B. The Carriers will be paid the following hours at their overtime rates due to inequitable distribution of overtime. (19 hours, 14 hours, 14 hours, 19 hours, 14 hours, 16 hours and 19 hours.) The total was 115 overtime hours.

15. 50-2007-DL03. Formal A. Letter of Warning alleging unau-

thorized overtime and returning from street duties after 1800 (1897) is rescinded. (Note\* The Grievant called back and was told to keep delivering the mail. This authorizes the overtime!)

16. 50-2007-DL10. Informal A. Letter of Warning for leaving sleepers in the case is reduced to a discussion.

17. 50-2006-DL61. Formal A. Grievant is hereby paid an additional 50 percent for all hours worked of her assignment due to a violation of Article 41 Section 1C4 (8.60 hours.)

18. 50-2006-DL62. Formal A. Grievant is hereby paid an additional 50 percent for all hours worked of his assignment due to a violation of Article 41 Section 1C4 (2.52 hours.)

19. 50-2007-DL08. Formal A. Grievant is hereby paid 91 units of guaranteed penalty pay due to management prohibiting the Grievant from working his normal tour.

20. 50-2006-SL73. Step B. The NON-ODL'S are hereby paid an additional 125 percent for 9.65 hours and the ODL'S are paid 9.65 hours of penalty pay due to a violation of Article 8 Section 5G (overtime rules).

21. 50-2006-SL71. Step B. The NON-ODL'S are hereby paid an additional 125 percent for 1.35 hours and the ODL'S are paid 1.35 hours of penalty pay due to a violation of Article 8 Section 5G (overtime rules).

22. 50-2006-SL58. Step B. The ODL'S are hereby paid 9.75 hours of penalty pay due to management working an ODL from another unit at this unit for 9.75 hours.

23. 50-2006-SL59. Step B. The NON-ODL'S are hereby paid an additional 125 percent for 5.57 hours and the ODL'S are paid 5.57 hours of penalty pay due to a violation of Article 8 Section 5G (overtime rules).

24. 50-2006-SL70. Step B. The NON-ODL'S are hereby paid an additional 125 percent for 6.49 hours and the ODL'S are paid 6.49 hours of penalty pay due to a violation of Article 8 Section 5G (overtime rules).

25. 50-2006-SL72. Step B. The NON-ODL'S are hereby paid an additional 125 percent for 8.54 hours and the ODL'S are paid 8.54 hours of penalty pay due to a violation of Article 8 Section 5G (overtime rules).

26. 50-2007-SL11. Formal A. The following Carrier's are hereby paid guaranteed penalty pay due to management prohibiting them from working their normal tour (54 units, 95 units, 88 units, 1.00 hour, 1.00 hour and 1.50 hours.)

27. 50-2007-SL12. Formal A. The following NON-ODL Carriers are hereby paid an additional 75 percent for all time worked past 10 in a day plus a lump sum of \$15.00 each due to a violation of Article 8.5F (10.90 hours, 10.60 hours, 10.50 hours, 10.39 hours, 10.48 hours, 10.22 hours and 10.18 hours.)

28. 50-2007-SL05. Formal A. A PTF was pulled of their opt and sent to the Main Office and worked 3.91 hours there. Resolved; ODL Carriers at the Main Office are hereby paid 3.91 hours of penalty pay.

29. 50-2006-DL74. Formal A. Grievant, a Work Assignment Carrier, is hereby awarded three 10 minute breaks to be used on the same day due to an ODL Carrier carrying some parcels off the Grievant's route.

## INSTALLATION-WIDE

1. IW-06-KL10. Informal A. 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. We agreed to withdraw the grievance when management agreed (and did) convert the PTF to a full-time flexible.

## POTOMAC

1. 54-07-LG3. Informal A. Grievant is hereby paid 8 hours of holiday premium pay (8 hours of overtime.)

2. 54-07-LG1. Informal A. Grievant is hereby paid 8 hours of holiday premium pay (8 hours of overtime.)

3. 54-07-LG2. Informal A. Grievant is hereby paid 8 hours of holiday premium pay (8 hours of overtime.)

4. 54-06-LG84. Formal A. Management violated Article 8 Section 5G (overtime rules.) 3.42 hours are hereby paid to ODL'S at their applicable overtime or penalty pay rate and the three NON-ODL'S are hereby paid an additional 100 percent for the 3.42 hours of overtime they were forced to work.

5. 54-07-LG10. Formal A. Letter of Warning alleging unauthorized overtime and returning from street duties after 1800 (1956 and ended tour at 1989) is rescinded. (The Carrier called back and was told to keep delivering the mail. This authorizes the overtime!

6. 54-2005-RJ33. ARBITRATION. The Step B team sustained this grievance in part and impassed the grievance in part. The Step B team awarded 5 PTF Carriers an additional 75 percent for all hours worked past 11.50 in a day (13.76 hours, 11.57 hours, 14.05 hours, 13.28 hours and 14.94 hours) and awarded a NON-ODL an additional 75 percent for all hours worked past 10 (13.14 hours) on a regularly scheduled day (Article 8 Section 5F). The ARBITRATOR ALSO AWARDED THE PTF'S A LUMP SUM OF \$75.00 EACH AND THE NON-ODL A LUMP SUM OF \$30.00 AS AN ESCALATING REMEDY DUE TO THE TREMENDOUS AMOUNT OF REPEAT VIOLATIONS!!

7. 54-07-AC14. Formal A. Due to a clerk/casual carrying mail two ODL'S will split 4.50 hours of penalty pay.

8. 54-07-AC13. Formal A. Due to a clerk/casual carrying mail two ODL'S will split 4.50 hours of penalty pay.

9. 54-07-AC12. Formal A. Due to a clerk/casual carrying mail two ODL'S will split 4.50 hours of penalty pay.

10. 54-07-AC11. Formal A. Due to a clerk/casual carrying mail two ODL'S will split 4.50 hours of penalty pay.

11. 54-07-AC10. Formal A. Due to a clerk/casual carrying mail three ODL'S will split 4.50 hours of penalty pay.

12. 54-07-AC9. Formal A. Due to a clerk/casual carrying mail two ODL'S will split 4.50 hours of penalty pay.

13. 54-07-AC4. Formal A. Due to a clerk/casual carrying mail three ODL'S will split 4.50 hours of penalty pay.

14. 54-07-AC22. Formal A. Due to a clerk/casual carrying mail four ODL'S will split 4.50 hours of penalty pay.

15. 54-07-AC21. Formal A. Due to a clerk/casual carrying mail five ODL'S will split 4.50 hours of penalty pay.

16. 54-07-AC20. Formal A. Management will prevent casuals from wearing City Letter Carrier uniforms except for the Postal cap per the ELM Section 932.21c.

17. 54-07-AC19. Informal A. Management pulled a PTF off an opt and sent the PTF to Potomac to carry mail. The ODL'S should have been provided this work because the PTF should not have been pulled off the opt, and thus, should have been working in the Post Office where the opt was. Management will pay two ODL'S 6.06 hours of penalty pay.

18. 54-07-AC15. Informal A. Management pulled a PTF off an opt and sent the PTF to Potomac to carry mail. The ODL'S should have been provided this work because the PTF should not have been pulled off the opt, and thus, should have been working in the Post Office where the opt was. Management will pay three ODL'S 7.45 hours of penalty pay.

19. 54-07-AC16. Informal A. Management pulled a PTF off an opt and sent the PTF to Potomac to carry mail. The ODL'S should have been provided this work because the PTF should not have been pulled off the opt, and thus, should have been working in the Post Office where the opt was. Management will pay six ODL'S 9.28 hours of penalty pay.

20. 54-07-AC17. Informal A. Management pulled a PTF off an opt and sent the PTF to Potomac to carry mail. The ODL'S should have been provided this work because the PTF should not have been pulled off the opt, and thus, should have been working in the Post Office where the opt was. Management will pay three ODL'S 6.77 hours of penalty pay.

21. 54-07-LG12. Formal A. 14 DAY SUSPENSION alleging that the Carrier came back from street duties after 1800 (1809) and used unauthorized overtime is rescinded. (The Carrier called back and was told to deliver the mail, that authorizes the overtime.)

22. 54-07-LG13. Formal A. 14 DAY SUSPENSION alleging that the Carrier came back from street duties after 1800 (1829) and used unauthorized overtime is rescinded. (The Carrier called back and was told to deliver the mail, that authorizes the overtime.)

23. 54-07-AC18. Informal A. Management pulled a PTF off an opt and sent the PTF to Potomac to carry mail. The ODL'S should have been provided this work because the PTF should not have been pulled off the opt, and thus, should have been working in the Post Office where the opt was. Management will pay seven ODL'S 8.29 hours of penalty pay.

24. 54-07-AC8. Formal A. Due to a clerk/casual carrying mail two ODL'S will split 4.50 hours of penalty pay.

25. 54-07-LG35. Informal A. The 8 hours of AWOL is hereby changed to 8 hours of annual leave for the snow date of 2-14-07.

26. 54-07-LG34. Informal A. The 8 hours of AWOL is hereby changed to 8 hours of annual leave for the snow date of 2-14-07.

27. 54-07-LG28. Informal A. The 8 hours of AWOL is hereby changed to 8 hours of annual leave for the snow date of 2-14-07.

28. 54-07-LG27. Informal A. Letter of Warning alleging poor attendance for missing work on the snow date of 2-14-07 is rescinded.

29. 54-07-AC1. Formal A. Due to a clerk/casual carrying mail two ODL'S will split 4.50 hours of penalty pay.

30. 54-07-AC2. Formal A. Due to a clerk/casual carrying mail two ODL'S will split 4.50 hours of penalty pay.

31. 54-07-TAP16. Formal A. Management agrees to a recommitment of prior agreements to provide information requested by the Union within 24 hours and will pay \$100.00 to the charity of the Union's choice for any further violations.

32. 54-07-AC7. Formal A. Due to a clerk/casual carrying mail three ODL'S will split 4.50 hours of penalty pay.

33. 54-07-AC3. Formal A. Due to a clerk/casual carrying mail three ODL'S will split 4.50 hours of penalty pay.

34. 54-07-AC6. Formal A. Due to a clerk/casual carrying mail two ODL'S will split 4.50 hours of penalty pay.

35. 54-07-AC5. Formal A. Due to a clerk/casual carrying mail three ODL'S will split 4.50 hours of penalty pay.

### PIKE ANNEX

1. 52-2007-MC1. Informal A. Letter of Warning alleging a failure to deliver express mail by noon is reduced to one month and 15 days in OPF.

2. 52-2007-MC3. Informal A. 6 Carriers are hereby awarded Holiday Scheduling Premium Pay due to management failing to post the schedule by 3:00 pm on the Tuesday before the holiday week. (This amounts to 8 hours of overtime for each Carrier.)

3. 52-2006-MC60. Formal A. Letter of Warning for refusing to carry a bump is reduced to 5 months in OPF.

4. 52-2007-MC15. Informal A. The 1017-B entry (unauthorized overtime) for 1.73 hours is hereby deleted. (Grievant called back and was told to keep delivering the mail. This authorizes the overtime.)

5. 52-2007-MC8. Formal A. The 1017-A entry (Time disallowance Record) for 1.67 hours is hereby deleted.

6. 52-2007-MC2. Formal A. Letter of Warning for delivering and scanning express mail a day late is reduced to a discussion.

7. 52-2007-MC9. Formal A. The 1017-A entry (Time disallowance Record) for 7 units is hereby deleted.

8. 52-06-SMS20. Informal A. Letter of Warning alleging that an express piece was delivered after 12 noon (1:39pm) is rescinded. (The clerk put the express piece on a chair behind the wrong route.)

9. 52-2007-MC4. Formal A. The following carriers are hereby paid an additional 50% for the time worked beyond the daily 12 hour limit. (12.51 hours, 12.53 hours, 13.05 hours, 12.57 hours, 12.24 hours, 12.70 hours, 12.80 hours, 12.83 hours, 12.75 hours, 12.73 hours and 12.50 hours.)

10) 52-2007-MC5. Formal A. Management will cease and desist

violating Article 41 Section 1A2. Management agrees to comply with M-00755. In accordance with Article 41 Section 1.A.2, of the National Agreement, Form 1723 " will be provided to the Union at the local level showing the beginning and ending times of the detail." Such copies of Form 1723 will be provided to the Union in advance of the detail or modification thereto.

11. 52-2007-MC18. Formal A. The 1017-A entry (Time disallowance Record) for 1.50 hours is hereby deleted.

12. 52-2007-MC14. Formal A. The 1017-A entry (Time disallowance Record) for 4.75 hours is hereby deleted.

13. 52-2007-MC17. Formal A. 7 DAY SUSPENSION for getting off of street duties at 1888 and ending your tour at 1901 is rescinded. (Grievant called back and was told to keep delivering the mail. This authorizes the overtime.)

14. 52-2007-MC20. Formal A. Management, specifically the District's FMLA Coordinator, violated the National Agreement. All FMLA requested by the Grievant is hereby changed to approved FMLA leave and the Grievant's 3971 and 3972 will reflect this change with copies provided to the Grievant and the Union. This grievance settlement supercedes any correspondence or denial of FMLA by the District's FMLA coordinator.

### DIAMOND FARMS

1. CC730. Step B. Chuck Clark appealed this Article 8 Section 5G grievance to Step B. The NON-ODL'S are paid an additional 50 percent for being forced to work overtime in violation of the contract. The ODL'S are hereby paid 33 hours of overtime or penalty pay as appropriate.

### GAITHERSBURG MAIN OFFICE

1. SW-01. Grievant will be paid 554 hours at straight time rate in lieu of LWOP and will be reinstated 184 hours of AL and 198 hours of SL.

2. GS-69. Informal A. 14 DAY SUSPENSION alleging an at fault accident is reduced to a Letter of Warning and further reduced from two years to one year in OPF.

3. CC-69. Formal A. AWOL and LWOP charges are rescinded and removed from Carrier's OPF. Carrier will be paid for the week in question.

4. Class Action. Formal A. Management will abide by the National Agreement and grant Union Time and meet timely on grievances.

5. TW-69. Formal A. 14 DAY SUSPENSION alleging a failure to follow instructions is rescinded.

6. DM69. Informal A. Letter of Warning alleging a missed scan is rescinded.

7. MH-69. Formal A. 7 DAY SUSPENSION is reduced to a Letter of Warning and further reduced from two years to six months in OPF. Grievant will contact EAP.

8. MZ-69. Formal A. 14 DAY SUSPENSION alleging AOT/AWOL is reduced to a Letter of Warning and further reduced from two years to one year in OPF (for AOT only).

9. SW-03. Step B. Grievant will be paid 15.51 hours for being

taken off the clock for said amount of hours.

10. SW-04. Formal A. Grievant will be paid 4 hours straight time and \$29.10 for mileage for being sent for a Fitness for Duty.

11. CVP-69. Informal A. Article 8.5 violations. A total of 17.84 hours at an additional 50% will be paid to NON-ODL and Work/Assignment Carriers who were violated and 79.69 hours at the appropriate overtime or penalty rate will be paid to ODL Carriers as designated by the Union.

**MONTGOMERY VILLAGE**

1. CC730. Step B. Grievant is awarded \$1050.00 due to management failing to adjust the route within 52 days after a special inspection.

2. CC727. Step B. Management failed to post a route at the Montgomery Village office. This route will be posted and the PTF that was assigned to the route will become an unassigned regular.

3. CB-071. Formal A. Management will pay an additional 25% for the following overtime hours due to untimely pay adjustments for grievance settlements. (6.87 hours, 6.25 hours, 8.62 hours, 8.42 hours, 15.62 hours, 11.25 hours, 3.75 hours, 14.37 hours, 7.50 hours, 7.50 hours, 7.50 hours, 6.87 hours, 1.25 hours, 7.50 hours and 8.75 hours.) The following Carriers will be paid at their regular rate of pay; 2.50 hours, 1.87 hours, 1.25 hours, 1.25 hours, 5.62 hours, 3.12 hours, 4.37 hours 11.25 hours, .62 hours, 6.32 hours and 10.00 hours.

4. CC090779/86. Formal A. The two routes in question will be reinspected due to the fact that the Carriers did not count the mail or complete the 1838-C and there was no dry-run conducted prior to the inspections.

5. CB-073. Formal A. Management will pay an additional 25% for the following overtime hours due to untimely pay adjustments for grievance settlements concerning Article 8.5G (overtime violations.) 2.50 hours, 8.75 hours, 8.75 hours, 8.75 hours, 8.75 hours, 9.37 hours, 9.37 hours, 9.37 hours, 9.37 hours, 8.12 hours, 8.75 hours, 16.25 hours, 16.25 hours, 16.25 hours, 16.25 hours, 16.25 hours, 16.25 hours, 16.25 hours, 16.25 hours and 16.25 hours.

6. CB-86088. Formal A. Grievant, a NON-ODL, was forced to carry 30 minutes of overtime off assignment. Resolved; Grievant will receive one hour of Administrative Leave to be used by May 31, 2007.

7. CB-082. Formal A. The Carrier in question will be paid one hour of overtime due to a casual clerk casing mail.

8. CB-072. Formal A. Grievant was not paid for his holiday. Resolved; Grievant will be paid 8 hours of holiday pay and the 8 hours of LWOP will be removed from all records.

9. CB-074. Formal A. Carrier was not working on their bid assignment. Resolved; Carrier will be paid 3 hours of overtime.

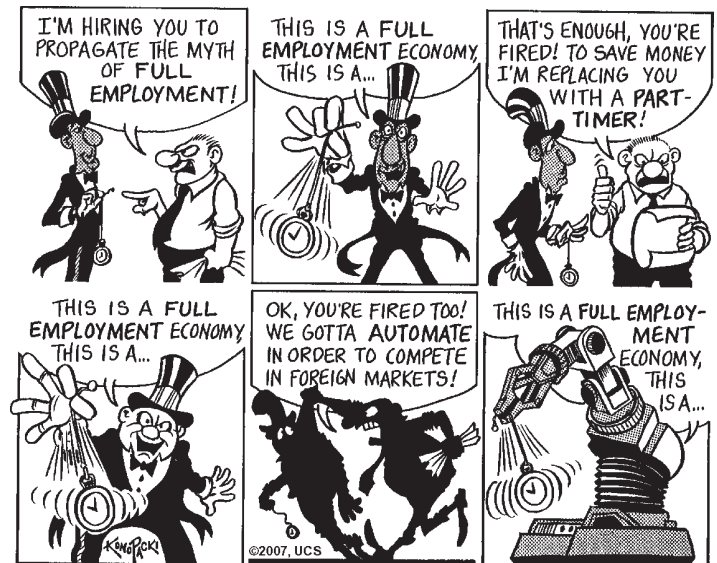
10. 3939. Formal A. Carrier was not working on their bid assignment. Resolved; Carrier will be paid 3 hours of overtime.

11. CB-077. Formal A. Carrier was not working on their bid assignment. Resolved; Carrier will be paid 3 hours of overtime.

12. CB-86080. Formal A. Carrier was not working on their bid assignment. Resolved; Carrier will be paid 3.75 hours of overtime.

13. 3939. Formal A. Management sent Carriers from another installation into Montgomery Village thereby depriving ODL'S from Montgomery Village overtime. Resolved; Four ODL'S will split 12 hours of overtime.

14. CB-86081. Formal A. Four Carriers will each receive 75 units of additional overtime due to management's failure to process pay adjustments in a timely manner.



## Gaithersburg Report



With the approach of summer, the prospect of non-ODL carriers being forced to work their day off becomes more of a probability. Last summer there were more than ninety instances in Montgomery Village alone, of carriers who were not on the overtime desired list being forced to work their NS day. Grievances were filed and settled locally concerning these violations of Article 8, with these carriers receiving eight hours of administrative leave. But the loss of time off with your family or to just relax and recharge, is forever lost. Most of the non-ODL carriers I have spoken to value their regular day off more than the prospect of 8 hours of administrative leave.

Local management had requested thirteen carriers be hired, and initially seven were approved. But the staffing wizards had other ideas. On March 24, management in Gaithersburg informed the union that the area office had nixed the hiring of any PTF's for Gaithersburg. This is not encouraging news for the non-ODL carrier. Yet, in Montgomery Village at least, we seem to have been overrun with rural carriers. It seems like the rural routes in our office have had two carriers working on them for weeks. I know they are being trained on the routes, but what are they going to do after they have been trained? Last fall management was sneaking rural carriers out to the street to deliver city routes. Last September I was out for three weeks with an eye injury and a rural carrier was frequently used to deliver my route. Talk about adding insult to injury. Grievances were filed and ODL carriers were paid overtime for these violations, but this situation has continued this spring with the use of a casual clerk to deliver city mail.

The use of casual clerks and rural carriers to deliver city routes, as well as the use of non-ODL carriers working their NS day and working daily off their assignments, is something that can give the appearance that everything is fine with the staffing levels of Gaithersburg. The mail gets delivered and everyone is back by 5 PM. But there have been massive violations of Article 8 since last summer and the immediate

future looks bleaker than the past.

If you are a non-ODL carrier who is told there "isn't any help", ask your steward to investigate. If you are a non-ODL or work-assignment ODL carrier who is being assigned overtime work off your assignment, please inform your steward. Make the necessary time clock entries showing this work off your assignment and complete the form 3996.

Some non-ODL carriers feel that they are only "helping out" when they don't bother to inform their steward of the work that they are assigned in violation of the contract. They don't mind the occasional extra work and overtime pay. But their "help" is actually hurting the entire carrier staff by minimizing the impact that an understaffed office has on the "numbers"- carriers out past 1700 and 1800 and penalty overtime. We have to draw attention to the fact that the office is understaffed. There has to be consequences for upper management's failure to provide a sufficient number of carriers to accomplish stated delivery goals. The way to do this is by filing grievances when there are Article 8 violations. The installation head is required to properly staff the office. There are not enough carriers to get everyone off the street by 5 PM/6PM without the use of non-ODL carriers. The office is not properly staffed to meet the goal of 5 PM/6PM without the use of non-ODL carriers in violation of Article 8.

Recently some ODL carriers have had their overtime work reduced by half or more, with no work on their NS day, because the District management felt they were earning too much money. So instead of working these carriers, management has worked non-ODL carriers and a clerk casual. More violations, more grievances. All carriers need to be vigilant for these types of violations. Your stewards need your help in identifying the use of casual clerks, rural carriers and supervisors who are casing city mail, transporting city mail and delivering city mail. Inform your stewards if you witness any of these types of violations. You will be asked to sign a pre-written statement concerning cross craft violations. A copy of this form is available on our web site.

We have to stop being so complacent concerning these violations. This is money being stolen from current city carriers, jobs being denied future city carriers and forced work on non-ODL carriers. We can expose and document these transgressions and provide further evidence concerning the lack of proper staffing in Gaithersburg.

*Chuck Clark*

Montgomery Village

*Our union meeting of April 4 was well attended - at the meeting we were able to give an appreciative sendoff to long time pike station carrier Ardie Carpenter, one of the mainstays of the Rockville letter carrier craft. Good luck in the future, Ardie!*



Ardings Carpenter

Our NBA Tim Dowdy attended the branch meeting and was able to answer many questions about the USPS plans to expand Article 32 and contract out letter carrier positions, and the National's response to this. He also explained and answered questions regarding the proposals of the NALC during contract negotiations.



Tim Dowdy

Our local President, Ken Lerch took the unprecedented step of inviting our new Postmaster, Kathryn Harris, to our meeting. Postmaster Harris took questions from the floor, and seems to be making a good faith effort to establish, along with President Lerch, a new direction for labor relations in Rockville.

As of April 7, the NALC contract proposal was taken off the table and the parties are headed for arbitration. Frankly, I am not unhappy to see our proposal withdrawn. The elimination of Saturday delivery by full-time carriers was an issue which was fraught with peril. In terms of service issues, it was potentially disastrous. In terms of chipping away at our wages, benefits and job security, by establishing a union approved second (lower) tier of workers and recasting our "swing" positions into undefined other duties, it was astonishing.

That being said, the USPS, under the lead of the Board of Governors James Miller, has followed the low road which is

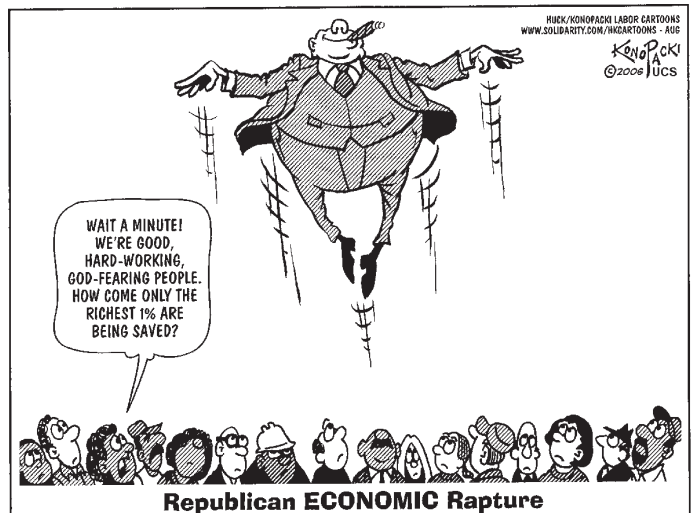
epitomized by the likes of WalMart and Circuit City\*. The USPS is attempting to contract out our jobs to the lowest bidders so they will no longer have to provide benefits at all, as well as minimal wages. It is important for us to remember that this is part of the historical trend to de-unionize the working class of our country that began around 1980, coincidentally, with the Reagan administration, of which James Miller was an integral part. What's astonishing about this is that the NALC is the "partner" that has put the USPS in the position to be able to compete with the likes of UPS and FedEx by our work on Postal Reform. I've heard the UPS is now looking at the possibility of bidding on the contract positions the USPS is offering. So much for maintaining our monopoly on first class mail or the sanctity of the mailbox.

I am heartened to see the NALC is fighting back. Informational pickets have been called around the country, and a picket of L'Enfant Plaza has been scheduled for April 16. The NALC is preparing for binding arbitration, and hopefully we will prevail.

\*On March 28, Circuit City laid off 3,400 workers. Why? They were the salesclerks who had become the highest paid employees of the company. They were replaced by entry level employees, who, will in all probability be fired once they reach the "high-earners" list plateau. This is the model that USPS strives for - low wages and no benefits, including union protection.

*Mike Shawn*

Editor, Branch 3825



## Tales From Potomac

What's up P's? Long time, no hear. Sorry it took me so long to get my words together. We have new management, from the top on down with one hold over from the old management team. Nothing has changed, things just went South! We also have new management at the District. They all have one thing in common - they do not know the contract and they do not want the good workers to do a good job without getting a fair days wage (see the High Earner's List).

Most of all, I want to thank my brothers and sisters for hanging tough while the bosses got dumber. You did an outstanding job in the face of piss poor management. Supervisors who talk down to you and gave no respect, but expect you to do your job have been met in a professional way. I also want to thank all the employees at Potomac Station who came to comfort me in my moment of weakness. You folks made me feel so good to be part of a great work force.

Getting back to the "Fools in Charge" from Captain America on down to the Station Manager and the floor supervisors - let us do our job. We do not need your assistance in doing the work (which is our work in the first place). If you want to do our job, come back to the craft or stay out of our way. You are supposed to supervise, not put your hands on the mail.

Now that we have a new Postmaster, hopefully common sense will return and there will be no more violations of Article 8 with the Non-ODL's. We still don't have a contract (I hope we don't get this MOnday thru Friday, Bill). Hopefully things will return to normal. I want to thank Brother Greg Brooks who is now a Regular Shop Steward, as well as Brothers Burt Weisner and Tim Bonnet who are alternate Shop Stewards. Until we meet again, as always, work the rules and you can't go wrong. If you need help, contact your shop steward.

*Les "P-Man" Gaynair*  
Potomac,  
Chief Shop Steward

## "On the Farm"



Chester Crews, Mathew Ackah, Chris Lively and I will be representing the letter Carriers at the Diamond Farms Post Office as shop Stewards of Branch 3825. Chester and I participated in a two day shop steward training in Hagerstown, MD with 80 letter carriers from Maryland and Washington, DC. The training was invaluable and will assist greatly with our new responsibilities.

We look forward to the challenges confronting us and will spend the time and energy necessary to provide the best possible representation. With your support, we will succeed. Thanks to the officers of Branch 3825 for providing the resources necessary to be successful.

## Around the State

Letter carriers will be participating in several events sponsored by the state association and Region 13. On Thursday, May 10, letter carriers from Region 13 will be attending the Annual Congressional Breakfast at the Holiday Inn on the Hill in Washington DC. This well attended event features Senators and Representatives from Maryland, Delaware, Virginia, West Virginia and the District of Columbia speaking on issues important to letter carriers and their families.

On May 20-22 branch and state officers will be traveling to Morgantown, West Virginia to participate in the Regional Officers Training, sponsored by the W. VA State Association. Dispute Resolution, OWCP and FMLA training are just some of the topics that have been covered in the past. NBA Tim Dowdy and staff will be providing the training.

The 41st Biennial State Convention will take place on October 7-10, in Ocean City, MD. Convention Call packages were mailed to each branch. Rockville Branch 3825 will be well represented at the convention. With the recent merger, Branch 3825 is now the 2nd largest branch in Maryland, with 627 members.

In Solidarity,

*Hugh McElroy, Jr.*

*Hugh McElroy, Jr. is the Chief Shop Steward for Diamond Farms and the MD and DC State Association President (ed).*

UNITY  
 NALC Br. 3825  
 P. O. BOX 1398  
 Rockville, Md.  
 20849-1398

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ADDRESS  
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Email :Nalcbr3825@aol.com  
 PHONE (301)424-5960  
 FAX (301)838-0117

## May 2007

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



## Memorial Day

Remember Those Who Served

UCS