

UNITY



Dare to Struggle, Dare to Win

BRANCH 3825

2000 and 2002 National Award Winner for General Excellence

Volume 29 #2 SUMMER, 2010

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

President's

Report



VOTE OF NO CONFIDENCE IN PMG POTTER

Our branch submitted a motion at the just concluded 67th National Convention for the NALC to take a position of NO CONFIDENCE in Postmaster General John E. Potter. We supported the motion at the microphone in front of 7000 plus delegates. This is what we stated to the Convention body;

Potter is on record to reduce the number of delivery days from 6 to 5. This would result in the loss of 35,000 City Letter Carrier jobs! Potter has also floated the idea of eliminating another day of delivery reducing the delivery days per week to 4. THIS WOULD MAKE US ALL PART-TIME WORKERS!!

Potter's 10 year plan also includes contracting out City Letter Carrier routes to the low bidder. Potter wants to close Post Offices, reduce our health benefits and make us pay higher premiums, reduce pension and workers compensation benefits and replace full-time Carriers with TE's and

casuals.

Potter is proposing draconian cuts and attacks on us. Potter is slapping us in our faces. When management slaps us, we're not going to say thank you- Are we? NO! When Potter slaps us we slap back!

When management violates our contract over and over and over and over again, Potter sits back in his ivory tower at L'Enfant Plaza and does nothing. Potter is the top manager. Potter is the top supervisor. Potter is the leader of the EVIL, LYING, DICTATORIAL CONTRACT VIOLATING PIGS!!!

Potter has attacked us, now let's let him know we are not going to stand for it! Please support this motion of a VOTE OF NO CONFIDENCE in John E. Potter, the Postmaster General of the United States of America. Thank you. (The auditorium erupted in applause.)

THE MOTION PASSED UNANIMOUSLY! In fact, a brother went to the microphone and asked the chair to make note that the motion by Rockville, Maryland branch 3825 was passed unanimously!

Convention Report

At the Convention, a video was shown to all the delegates illustrating the gallant efforts of the men and women who went on strike in 1970. Those brave Carriers endured threats of jail time for participating in an "illegal strike." At the time of the strike, Carriers qualified for food stamps and even welfare! Again, our branch made a motion from the floor mandating

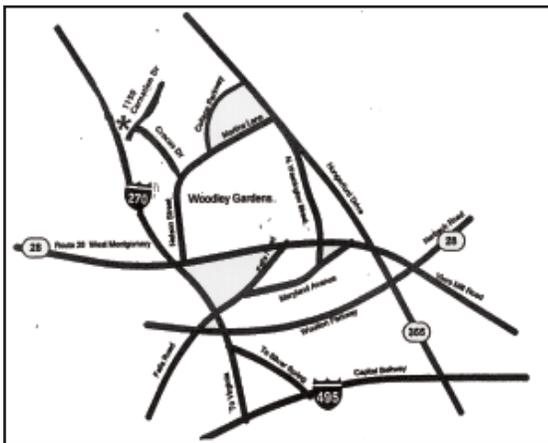
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Unity is the official newsletter of NALC Branch 3825. The purpose of this newsletter is to inform and educate our members, as well as provide a forum to exchange ideas and concerns. No responsible articles or editorial will be refused. Articles in *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

that the strike video be shown at every National Convention from this point forward so we never, ever forget what those HEROIC BROTHERS AND SISTERS did for us. We supported the motion at the microphone by stating that the GREAT STRIKE gave us COLLECTIVE BARGAINING which led to 3 pay increases every year (or more than 115 pay increases since the GREAT STRIKE.) That strike has provided us over \$45,000 dollars in pay raises! The strike also got us the great grievance procedure we now enjoy. We want to thank those striking brothers and sisters again for the standard of living all of the delegates in this room have enjoyed because of their WORK STOPPAGE. Thank you, thank you and thank you again! Please support this motion.

National president, Fred Rolando, said "We don't need to discuss this any further, we will show this strike video at all future National Conventions.

Our branch also spoke on the Convention floor with a SOLIDARITY message with Cecil Roberts, national president of the United Mine Workers. We spoke another day with a SOLIDARITY message with Richard Trumka, national president of the AFL-CIO. We also spoke on a national strategy concerning the upcoming contract negotiations. We said that the NALC must combat the disinformation campaign orchestrated by Potter and L'Enfant Plaza. Mainly that there is no need for a reduction in delivery days, that the Postal Service is making money when you subtract the 5.5 BILLION the Postal Service is forced to pay for future retiree health benefits. Something no other institution, public or private has ever done!

We also spoke at the following workshops in front of many thousands of delegates. We stated at the JARAP workshop that the lack of compensation for DEAT'S has made the job so undesirable that the pool of talent to select from has dwindled to dangerous levels. We also urged Dale Hart, national Director of City Delivery, not to sign extensions for the July 31 and August 15 deadlines.

At the Falsification of Clockring workshop we shared with the delegates an important arbitration victory we achieved in Germantown where the arbitrator severely chastised a supervisor for falsifying clockrings. The arbitrator wrote that subsequent falsification may result in the supervisor being removed from his position. Many delegates wanted copies and we informed them that it is available on our website at WWW.NALC3825.COM.

And finally, we spoke at the Article 12 (Withholding and excessing) workshop. Dale Hart and Gary Mullins, National Executive Vice President, asked why there were not more withheld positions and that they were going to come into some branches to see what was going on. We explained that there was a huge loss of assignments (jobs) in the IARAP and MIARAP adjustments. All of the withheld assignments are filled by the unassigned regulars created under IARAP and MIARAP.

Our resolution concerning Article 41 Section 3 "O" was withdrawn in favor of the Buffalo, New York (Branch 3) resolution which stated; Add to the end of the current Article 41 Section 3 "O" language: A route or full time duty assignment shall be considered abolished if over 50 percent of the delivery points assigned to a route or full time duty assignment have been eliminated from that route or full time duty assignment. In regard to a Grade 2 Carrier Technician assignment, if three or more routes are taken off the Grade 2 string, that assignment shall be considered abolished. THIS RESOLUTION WAS APPROVED BY THE DELEGATES.

As you can see, our branch was very active at the 67th biennial Convention held in Anaheim, California!

At the time of this writing, the JARAP adjustments have been postponed due to an appeal initiated by our branch that went all the way to the National Level. Management missed the July 31 and August 15 deadlines for implementing the JARAP adjustments.

FSS has been delayed once again. The new

target dates for most of the units represented by our branch have been moved back to November 7th.

I want to thank Kevin Abernathy and the entire Picnic Committee for the Grand Slam they hit at this years picnic. At our last Union meeting, the Picnic Committee stood and the members gave them a standing ovation! To say the picnic was a smashing success would be an understatement. Great job Kevin and the whole Picnic Committee!

On July 19 we lost Union Brother Steve Woltz. Steve was the Union President at the Kensington Post Office for many years. Steve was on our Executive Board and an active Union member for years out of our Germantown Office. At our August Union meeting we had a moment of silence in memory of our Union Brother and friend, Steve Woltz. We wish to extend our sincere condolences to the Steve Woltz family. He will be greatly missed.

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

IN THE STRUGGLE,

Kenneth Lerch

President NALC 3825

P.S. I want to thank the membership for re-electing me as president of this branch at our September Union meeting. I will do my best to knock out all of the silly and trumped up discipline management is issuing and to get our Union Contract complied with daily.

Vice President's Report



The JARAP Trap

With the JARAP processes winding down, now is a good time to review how this process was administered and how to participate in future alternate route adjustment processes.

In several offices in our branch the carrier input street time was given far too much attention. At the Pike station twenty-seven (27) of the forty-eight (48) routes were assigned an evaluated street time that was less than the carrier's average street time. Twenty-nine (29) of the routes received their input time as their evaluated time. (See these numbers: www.nalc3825.com/jarapPike.pdf)

Your first thought might be, "what's the problem, the carrier was assigned a street time that is exactly what he/she said it is on an average day." The problem is that in many cases the evaluated street time assigned by the DEAT (District Evaluation and Adjustment Team) was up to 20 minutes less than the actual average street time for the route. The carrier's best guess was used against them. They now have a street time that, on average, they will not be able to achieve.

These carriers answered the question of what do you THINK your average street time is as honestly and as accurately as they could and when their GUESS was lower than their actual average time they were penalized by the DEAT in the form of an up to 20 minute evaluated street time reduction.

The DEAT are faced with four numbers when assigning the evaluated street time for a route. There is the average street time of the regular carrier with anomalies identified jointly by the DEAT and removed before the average time is computed. There is the 3999 time taken on a one day walk with the regular carrier on a supposedly representative day for the route. There is the base street time for the route. The base street time is the evaluated street time that was assigned by the DEAT during MIARAP. And then there is the carrier input time obtained during the evaluation consultation.

In IARAP, the first joint route evaluation and adjustment process, the evaluated street time was the average street time of the regular carrier after the DEAT had removed anomalies. If there was disagreement about the validity of this average time a jointly completed 3999 was done on an average volume day for the route.

In the MIARAP process the requirement to use the average street time was removed. Instead of using the average time, all four of the street times, base, 3999, average and input were supposed to be "considered" by the DEAT when deciding on the evaluated street time.

In Pike station the carriers responded to the question of what they thought their average street time was with an honest answer. This answer, if lower than their average soon became the anchor number for the DEAT. The carrier says his average time is 5:00 but he averages 5:20. Why shouldn't they give the carrier what he "asked for"?

A 3999 that is much lower than the average time can also draw a lot of attention from the management DEAT member. The union member may be pressured by his counterpart to use this time or to "consider" it to come up with an average of the four times presented. This "average" will be lower than the carrier's actual average and it will not be representative of the time the carrier needs to deliver their route.

But the MOU says that all of the four street times should be "considered" before the DEAT assigns a street time to a route. I asked a DEAT assigned

to one office why they had assigned street times for so many routes that were LESS than what the carrier averaged. Their response; “we compromised”.

The evaluation and adjustment process is a process of averages, or at least that’s what I thought it was. It now seems to have morphed into a compromising and bartering process taking place between the DEAT.

Until or unless future MOU’s are written to require that the average street time, with anomalies removed, is used as the evaluated street time, carriers will have to make adjustments to how they participate in the process in order to receive an accurate evaluated street time.

Carriers who are DEAT members have to rely on the DATA generated by the regular carrier to determine an evaluated route time.

The average street time is the go-to street time. If it is not accurate then why is it inaccurate. Don’t guess (or compromise), confirm any allegation that you or your management partner may have concerning the validity of this average time. Was the carrier on the ODL? Was the carrier receiving assistance that was not being credited to their route? Check their clock rings. Interview the carrier. The average street time should be considered accurate unless there is evidence to the contrary. If it is considered to be accurate, no 3999, base or input time can change the fact that the carrier needs this time, on average, to complete their route. There should be no room for negotiation or compromise concerning this fact.

Carriers have to generate ACCURATE clock rings in order to have accurate data for the DEAT to review and consider. A 3999 should be done on an AVERAGE volume day for the route. There should be agreement between the carrier and the person doing a 3999 that the day is an average day. There is no MOU that requires this joint agreement but there is the JARAP MOU that requires a VALID 3999 be Representative.

If 3999’s are being done on days that are not

representative, a grievance should be filed citing violation of the JARAP MOU. This requirement to conduct 3999’s on representative days may mean that a 3999 that was scheduled for one day may have to be done on another, more representative day or that a representative day has developed on a route that was not previously notified that a 3999 was going to be done. All participants will have to be flexible in order to insure that valid representative 3999’s are available.

During the evaluation consultation of any future (?) ARAP process we should understand that what we say can (but hopefully won’t) be used against us. When asked for your input concerning your average street time....think high average.

Chuck Clark

Montgomery Village,

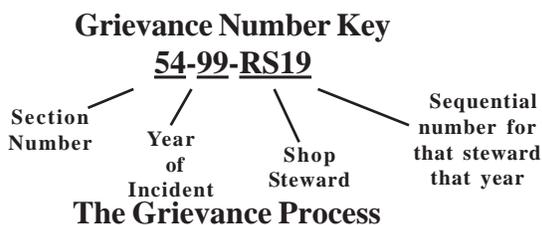
Vice President, Branch 3825

cclark33@gmail.com

Branch Stewards & Abbreviations

MC - Mike Curley	20852
TA - Theo Anthony	20852
MS - Mike Shawn	20851/53
LG - Burt Weisner	20854
KL - Ken Lerch	Branch Chief Steward
GB - Greg Brooks	20854
SL - Sergio Lemus	20850
MB - Mike Butz	20874/76
SK - Chester Crews.....	20877
CC - Chuck Clark.....	20879/86
VF - Viktor Fraker.....	20879/86
CCR - Matthew Ackah.....	20878
ST - Steve Thompson.....	20872

Alternate Stewards are George Abid (20850), Jermaine Graham(20854), Vivian Walker (20854) Tim Smith (20852), Mike Hotovy (20878).



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 292 GRIEVANCE SUMMARIES ending August 23, 2010. Any grievances brought up to the Union Office after this date will appear in the next issue of Unity. We are all caught up on Grievance Summaries.

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

IN THE STRUGGLE,

Kenneth Lerch, President NALC 3825

INSTALLATION-WIDE ROCKVILLE

1. **IW-10-MS01. Formal A.** The District’s cell phone policy dated June 14, 2010 is hereby changed as follows; The last sentence of the June 14, 2010 cellular telephone policy is hereby removed from the policy (Cell phones with photographic capability are not to be utilized.) Management will cease and desist calling employees on their personal phones for work related issues. Also, having Carriers call back from the street for additional assignments and telling them to not use pay phones for these call backs, but use their cell phones instead, will stop. The second sentence of the fourth paragraph will now read; An example of an emergency situation would be, but not limited to, vehicle breakdowns, hazardous conditions, or situations affecting their ability to safely perform their duties.

2. **54-10-JG04. PRE-ARBITRATION.** District management mandated that all Carriers must eat lunch between 11:00am and 1:00pm. Resolved; Employees will be allowed to eat lunch within the first 6 hours of their tour unless abnormal circumstances occur which may require a change of time and/or lunch location that must be requested and approved on the 3996.

INSTALLATION-WIDE GAITHERSBURG

1. **79-10-VF08. Formal A.** The Carrier Daily Expectation Worksheet is intended to be used by delivery unit supervisors to support the management of delivery unit offices and street activities. This worksheet is comprised of current data from DOIS that management already uses on a daily basis to evaluate workloads and performance. DOIS projections are not the sole determinant of a Carriers leaving or return time, or daily workload. This worksheet does not take the place of a PS Form 3996. The worksheet is only a resource for management to confer with each Carrier concerning their workday. The analysis of how much time should be authorized on a particular deliver day should be determined by the supervisors review and knowledge of the mail to be worked and their knowledge of the routes, coupled with the volume information gathered each day. Equal consideration is given to the Carriers input, both verbal and written on the PS Form 3996.

2. **77-10-CFC7. PRE-ARBITRATION.** District management mandated that all Carriers must eat lunch between 11:00am and 1:00pm. Resolved; Employees will be allowed to eat lunch within the first 6 hours of their tour unless abnormal circumstances occur which may require a change of time and/or lunch location that must be requested and approved on the

3996.

DAMASCUS

1. 72-10-ST04. Informal A. Letter of Warning alleging a failure to deliver express mail by noon is reduced to 3 months in the Grievant's OPF that will not be cited as a prior element in any subsequent discipline unless the charge is "failure to deliver express by noon."

2. 72-10-ST03. Formal A. Three Carriers are hereby awarded Administrative Leave for February 11, 2010 (8 hours, 4 hours and 4 hours respectively.)

3. NOT GRIEVED. 7 DAY SUSPENSION alleging poor attendance will remain in the Grievant's OPF for two years. The Carrier failed to inform the Shop Steward within 14 days (did not inform until the 23rd day) that he wanted to file a grievance on the discipline.) WE MUST FILE GRIEVANCES WITHIN 14 DAYS OF INCIDENT DATES!

DERWOOD

1. 55-10-CW1. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 250 percent for 71 units and two ODL's are hereby awarded a total of 71 units of overtime.

2. 55-10-CW14. Informal A. Management will cease and desist instructing Carriers to deliver dated mail before the requested delivery dates.

3. 55-10-CW5. Informal A. Management will treat all employees with dignity and respect.

4. 55-10-CW5-a. Informal A. Management will cease and desist refusing to provide the Grievant a 3996 upon request.

5. 55-10-CW10. Formal A. The 8 hours of LWOP is hereby changed to 8 hours of sick leave.

6. 55-10-CW8. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The 2 NON-ODL's are hereby awarded an additional 250 percent for a total of 84 units and an ODL is hereby awarded 84 units of penalty pay.

7. 55-10-CW9. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The 3 NON-ODL's are hereby awarded an additional 250 percent for a total of 3.53 hours and 2 ODL's are hereby awarded a total of 1.07 hours of overtime and 2.46 hours of penalty pay.

8. 55-10-CW11. Formal A. Management will cease and desist writing comments on Carriers 3996's.

MAIN OFFICE ROCKVILLE

1. 50-09-SL204. Formal A. 14 DAY SUSPENSION alleging 8 hours of AWOL is rescinded.

2. 50-10-SL28. Formal A. 14 DAY SUSPENSION alleging 35.26 hours of AWOL is reduced to a 7 DAY SUSPENSION and further reduced from two years to one year in the Grievant's OPF.

3. 50-10-SL29. Formal A. 7 DAY SUSPENSION alleging 3.26 hours of AWOL is rescinded (Left work to take sick son to the doctor).

4. 50-10-SL01. Formal A. Letter of Warning alleging a failure to follow instructions (only take DPS to the street) is rescinded.

5. 50-09-SL180. Formal A. Letter of Warning alleging a failure to follow instructions (Called back too late to inform management that you could not complete the assignment in the allotted time) is rescinded.

6. 50-10-SL14. Formal A. Letter of Warning alleging a failure to follow instructions (Cased SPR'S) is rescinded.

7. 50-10-SL04. Formal A. Letter of Warning alleging a failure to follow instructions (Moved to street time to load parcels, but took "too long") is rescinded.

8. 50-09-SL111. Formal A. The 1017-B (unauthorized overtime) entry for 45 units is hereby deleted from the Grievant's 1017-B log.

9. 50-09-SL175. Formal A. The 1017-B (unauthorized overtime) entry for 51 units is hereby deleted from the Grievant's 1017-B log.

10. 50-09-SL173. Formal A. The 1017-B (unauthorized overtime) entry for 94 units is hereby deleted from the Grievant's 1017-B log.

11. 50-09-SL179. Formal A. The 1017-B (unauthorized overtime) entry for one hour is hereby deleted from the Grievant's 1017-B log.

12. 50-09-SL178. Formal A. The 1017-B (unauthorized overtime) entry for 80 units is hereby deleted from the Grievant's 1017-B log.

13. 50-09-SL174. Formal A. Carrier's unable to complete their assignments in the allotted time will call back by 3:00 pm or as soon as they become aware that they will be unable to complete their assignment in the authorized time. Supervisor's will inform the carrier to carry the mail or bring the mail back to the Post Office. If the instruction is to carry the mail, inherent in that instruction is that the time used to carry the mail will be authorized, unless the Carrier does not have a reason for requesting the additional time.

14. 50-09-SL154. PRE-ARBITRATION. Article 41 Section 3 "O" will be invoked and all assignments junior to the assignment abolished will be posted for bid within 30 days. (Note* This coupled with the Article 41 Section 3 "O" settlement in Potomac means that 68 assignments will be posted for bid.)

15. 50-09-SL171. Formal A. Carrier's unable to complete their assignments in the allotted time will call back by 3:00 pm or as soon as they become aware that they will be unable to complete their assignment in the authorized time. Supervisor's will inform the carrier to carry the mail or bring the mail back to the Post Office. If the instruction is to carry the mail, inherent in that instruction is that the time used to carry the mail will be authorized, unless the Carrier does not have a reason for requesting the additional time.

16. 50-10-SL17. Formal A. ESCALATING REMEDY. Management will pay the charity of the Union's choice \$450.00 due to management refusing to provide information to the Union within 24 hours. This remedy is due to hundreds of violations.

17. 50-09-SL177. Formal A. Carrier's unable to complete their

assignments in the allotted time will call back by 3:00 pm or as soon as they become aware that they will be unable to complete their assignment in the authorized time. Supervisor's will inform the carrier to carry the mail or bring the mail back to the Post Office. If the instruction is to carry the mail, inherent in that instruction is that the time used to carry the mail will be authorized, unless the Carrier does not have a reason for requesting the additional time.

18. 50-09-SL176. Formal A. Carrier's unable to complete their assignments in the allotted time will call back by 3:00 pm or as soon as they become aware that they will be unable to complete their assignment in the authorized time. Supervisor's will inform the carrier to carry the mail or bring the mail back to the Post Office. If the instruction is to carry the mail, inherent in that instruction is that the time used to carry the mail will be authorized, unless the Carrier does not have a reason for requesting the additional time.

19. 50-10-SL03. Formal A. Carrier's unable to complete their assignments in the allotted time will call back by 3:00 pm or as soon as they become aware that they will be unable to complete their assignment in the authorized time. Supervisor's will inform the carrier to carry the mail or bring the mail back to the Post Office. If the instruction is to carry the mail, inherent in that instruction is that the time used to carry the mail will be authorized, unless the Carrier does not have a reason for requesting the additional time.

20. 50-10-SL39. Informal A. 7 DAY SUSPENSION alleging that the Grievant did not start the bump immediately after completing their own assignment is reduced to a Letter of Warning and further reduced from two years to 5 months and 5 days in the Grievant's OPF.

21. 50-10-SL41. Informal A. Letter of Warning alleging poor attendance is reduced to a discussion.

22. 50-10-SL43. Informal A. Letter of Warning alleging poor attendance is reduced to a discussion.

23. 50-10-SL38. Informal A. Letter of Warning alleging poor attendance is reduced to a discussion.

24. 50-10-SL46. Informal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation piece is reduced to a discussion.

25. 50-10-SL34. Informal A. Letter of Warning alleging that the Grievant failed to leave the office immediately in the afternoon to deliver a bump.

26. 50-10-SL40. Informal A. Letter of Warning alleging that the Grievant failed to scan two Delivery Confirmation pieces is reduced to a discussion.

27. 50-10-SL42. Informal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation piece is rescinded.

28. 50-09-SL130. Formal A. The 1017-B (unauthorized overtime) entry for 17 units is hereby deleted from the Grievant's 1017-B log.

29. 50-09-SL192. Formal A. The 1017-B (unauthorized overtime) entry for 69 units is hereby deleted from the Grievant's 1017-B log.

30. 50-10-SL35. Informal A. Management failed to post the overtime equitability log at the end of the quarter. Resolved; The log will be posted within 15 days and any grievance will be considered timely.

31. 50-09-GA08. Formal A. The 1017-A (TIME DISALLOWED) entry for 56 units is hereby deleted from the Grievant's 1017-A log and the Grievant is hereby paid the 56 units of overtime.

32. 50-10-SL31. Formal A. The 16 hours of AWOL is hereby changed to 16 hours of paid SLDC (Sick Leave Dependent Care.)

33. 50-10-SL30. Formal A. The 3.26 hours of AWOL is hereby changed to 3.26 hours of LWOP.

34. 50-10-SL32. Formal A. The 16 hours of AWOL is hereby changed to 16 hours of LWOP.

35. 50-10-SL33. Informal A. The 8 hours of AWOL is hereby changed to 8 hours of EAL (Emergency Annual Leave.)

36. 50-09-SL148. Formal A. Grievant is hereby awarded 16.35 hours of overtime due to inequitable distribution of overtime.

37. 50-10-SL61. Informal A. 7 DAY SUSPENSION for having an at fault backing accident is rescinded. (Note* Management failed to initiate a PDI!!! This is a fatal flaw, and thus, a due process error!)

38. 50-10-SL57. Informal A. 7 DAY SUSPENSION for having an at fault accident with major damage is rescinded. (Note* Management failed to initiate a PDI!!! This is a fatal flaw, and thus, a due process error!)

39. 50-10-GA05. Informal A. Letter of Warning alleging a failure to scan an express mail piece if reduced to a discussion.

40. 50-10-SL49. Informal A. Letter of Warning alleging a failure to deliver an express mail piece by noon (1215) is reduced to a discussion.

41. 50-10-SL53. Informal A. Letter of Warning alleging a failure to scan a collection box barcode is reduced to a discussion.

42. 50-10-SL52. Informal A. Letter of Warning alleging an expansion of street time is rescinded.

43. 50-10-GA06. Informal A. Letter of Warning alleging an Edit Book failure is reduced to a discussion.

44. 50-09-SL94. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules.) Three NON-ODL'S are awarded an additional 250 percent for a total of 2.18 hours and three ODL'S are awarded a total of 2.18 hours of overtime.

45. 50-10-SL22. Formal A. The 5.72 hours of AWOL is hereby changed to 5.72 hours of sick leave.

46. 50-10-SL53. Informal A. The 8.00 hours of LWOP is hereby changed to 8.00 hours of sick leave.

47. 50-10-SL45. Informal A. The 8.00 hours of LWOP is hereby changed to 8.00 hours of sick leave. All records will reflect this change.

48. 50-10-SL37. Informal A. The request for FMLA is hereby

approved for the entire year. This settlement supercedes any communication from the FMLA coordinator.

49. 50-10-SL50. Informal A. The 20.50 hours of annual leave is hereby changed to 20.50 hours of sick leave. We agreed to withdraw the grievance when management did the pay adjustment in front of the Steward.

50. 50-10-SL58. Formal A. REMOVAL alleging that the Grievant was assisted on the street by another Carrier who was on sick leave and not in uniform (failure to secure the mail) is hereby reduced to a 14 DAY PAPER SUSPENSION.

51. 50-10-SL60. Formal A. REMOVAL alleging that the Grievant committed a safety infraction when he drove across the street and was parked facing the wrong way on a corner is reduced to a 14 DAY PAPER SUSPENSION that will not be cited as a prior element in any subsequent discipline, unless the charge is for a safety infraction.

52. 50-10-GA12. Informal A. 14 DAY SUSPENSION alleging a threat against the supervisor on the workroom floor is reduced to a 7 DAY PAPER SUSPENSION and further reduced from two years to 17 months in the Grievant's OPF. Management will not cite this as a prior element in any subsequent discipline, unless the charge is "IMPROPER CONDUCT- MAKING THREATENING REMARKS TO POSTAL EMPLOYEES."

53. 50-10-SL59. Formal A. 7 DAY SUSPENSION alleging a failure to call back by 3:00pm, deviation and not starting the bump immediately after completing your own route is reduced to a Letter of Warning and further reduced from two years to 8 months in the Grievant's OPF.

54. 50-10-GA16. Informal A. The 8 hours of LWOP is hereby changed to 8 hours of paid sick leave.

55. 50-10-SL68. Informal A. Letter of Warning alleging that the Grievant collected mail from three Collection Boxes early is reduced to a discussion.

56. 50-10-GA18. Formal A. The attached PDI ground rules are agreed to. Supervisor, Ed Montano, must comply with these ground rules as will the Shop Steward and employee. Ed Montano will cease and desist interrupting the Shop Steward and employees during PDI's. Ed Montano will cease and desist insisting that employee's answer YES or NO during PDI's. Ed Montano will cease and desist the position that Shop Steward's are just passive observers during PDI's.

57. 50-10-SL63. Formal A. From this point forward, management will comply with Section 441 of the M-41 handbook concerning PM office duties.

58. 50-10-SL71. Informal A. From this point forward, management will comply with Section 441 of the M-41 handbook concerning PM office duties.

59. 50-10-SL44. Informal A. Management accused the Grievant of taking an extended lunch. We withdrew the Grievance when management apologized to the Grievant.

60. 50-10-SL71. Formal A. The 8 hours of annual leave is hereby changed to 8 hours of Administrative Leave and on the other day the 1.32 hours of sick leave is changed to 1.32 hours of annual leave.

61. 50-10-GA13. Formal A. The 8 hours of LWOP is hereby changed to 8 hours of EAL. All records will reflect this change.

62. 50-10-GA07. Formal A. Letter of Warning alleging a failure to scan 3 Delivery Confirmation pieces is reduced to a discussion.

63. 50-10-SL27. Informal A. The 8 hours of annual leave is hereby changed to 8 hours of Administrative Leave. All records will reflect this change.

64. 50-10-SL47. Informal A. Grievant, a TE, had a number of dignity and respect cases against management and wanted to be moved away from the Rockville Main Office. We withdrew the Grievance when management agreed to move the Carrier to another station in Rockville.

65. 50-10-GA27. Formal A. ESCALATING REMEDY. Management will pay 150 dollars to the charity of the Union's choice due to management refusing to meet at Informal A on a grievance.

66. 50-10-GA25. Formal A. ESCALATING REMEDY. Management will pay 500 dollars to the charity of the Union's choice due to management failing to provide information to the Union within 24 hours.

PIKE ANNEX

1. 52-2010-MC21. Informal A. Letter of Warning alleging unauthorized overtime due to alleged Time Wasting Practices is rescinded.

2. 52-2010-MC5. Formal A. Letter of Warning alleging Conduct Unbecoming of a Postal Employee alleging that the Grievant became loud and disruptive on the workroom floor when ordered to "go immediately to your case" is reduced to a discussion.

3. 52-2010-MC10. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5F of the National Agreement by working a NON-ODL past 10 hours on a regularly scheduled day. Grievant is hereby awarded an additional 75 percent for all time worked past 10 hours for the day (52 units) plus a lump sum of \$30.00.

4. 52-2010-MC8. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5F of the National Agreement by working a NON-ODL past 10 hours on a regularly scheduled day. Grievant is hereby awarded an additional 75 percent for all time worked past 10 hours for the day (55 units) plus a lump sum of \$30.00.

5. 52-2010-MC6. Formal A. The 8 hours of AWOL is hereby changed to 8 hours of annual leave.

6. 52-2010-MC23. Informal A. The 1017-B entry (unauthorized overtime) for 18 units is hereby removed from the Grievant's 1017-B log.

7. 52-2010-MC26. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation piece and a failure to place a yellow dot on the parcel is reduced to a discussion.

8. 52-10-TA05. STEP B. The issue in this grievance is whether a Carrier must submit a 3996 the day a supervisor is accompanying them all day (conducting a 3999)? Grievance denied. The 1.60 hours of overtime worked is unauthorized

because the Grievant failed to submit a 3996 and the unauthorized overtime entry was properly placed in the Grievant's 1017-B book.

9. 52-2010-MC22. Formal A. 7 DAY SUSPENSION alleging a failure to follow instructions during a 3999 is rescinded.

10. 52-2010-MC15. Formal A. Management will cease and desist giving supervisory instructions during a 3999.

11. 52-2010-MC38. Informal A. The Grievant is hereby awarded 26.73 hours of overtime due to inequitable distribution of overtime.

12. 52-2010-MC39. Informal A. The Grievant is hereby awarded 37.71 hours of overtime due to inequitable distribution of overtime.

13. 52-2010-MC42. Informal A. The Grievant is hereby awarded 20.19 hours of overtime due to inequitable distribution of overtime.

14. 52-2010-MC28. STEP B. The Letter of Warning alleging unauthorized overtime is rescinded.

15. 52-2010-MC25. Formal A. Management will be given training concerning the time limits for submitting CA forms. Future violations may result in a 500 dollar fine, one year imprisonment or both.

16. 52-2010-MC37. Informal A. The 24 hours of AWOL is changed to 24 hours of LWOP that will not be cited in any future attendance discipline.

TWINBROOK

1. 53-10-MS17. Informal A. 7 DAY SUSPENSION alleging that the Grievant brought back Post Plus papers and failed to complete a 1571 is rescinded.

2. 53-10-MS15. Informal A. Letter of Warning alleging that the Grievant cased sequenced mail is reduced to a discussion.

3. 53-10-MS12. Formal A. Letter of Warning alleging poor attendance is rescinded.

4. 53-10-MS11. Formal A. Letter of Warning alleging unauthorized overtime is reduced to 6 months in the Grievant's OPF which will not be cited as a prior element in any subsequent discipline unless the charge is unauthorized overtime.

5. 53-10-KA12. Formal A. Letter of Warning alleging poor attendance is reduced to 6 months in the Grievant's OPF which will not be cited as a prior element in any subsequent discipline unless the charge is poor attendance.

6. 53-10-MS13. Formal A. Letter of Warning alleging poor attendance is reduced to a discussion.

7. 53-10-KA11. Formal A. Letter of Warning alleging unauthorized overtime is reduced to 6 months in the Grievant's OPF which will not be cited as a prior element in any subsequent discipline unless the charge is unauthorized overtime.

8. 53-10-KA9. Formal A. Letter of Warning alleging offensive and derogatory remarks aimed at the Station Manager is reduced to 6 months in the Grievant's OPF which will not be cited as a prior element in any subsequent discipline unless

the charge is for offensive and derogatory remarks.

9. 53-10-KA8. Formal A. Letter of Warning alleging that the Grievant was picking one flat up at a time and casing it and is accused of reading a magazine at the case is reduced to a discussion.

10. 53-10-KA5. Formal A. Grievant is awarded 8 hours of annual leave to be used at the Grievant's choice due to management failing to respond to a leave request within 3 days as agreed to in our LMU.

11. 53-09-KA43. Formal A. Grievance was withdrawn when management agreed to post the leave calendar daily.

12. 53-10-MS27. Informal A. Grievant's request for FMLA is hereby approved for 2010. This settlement supercedes any communication from the FMLA coordinator.

13. 53-10-MS21. Formal A. 7 DAY SUSPENSION alleging that the vehicles wheels were not curbed and the handbrake was not engaged is reduced to a discussion.

14. 53-10-MS16. Formal A. Letter of Warning alleging unauthorized overtime is reduced to 6 months in the Grievant's OPF which will not be cited as a prior element in any subsequent discipline unless the charge is unauthorized overtime.

15. 53-10-MS24. Formal A. Letter of Warning alleging that the Grievant missed two Delivery Confirmation pieces is rescinded.

16. 53-10-MS22. Formal A. Grievant is hereby awarded higher level pay (Q-2) for all hours worked and on leave as the successful bidder on a temporarily vacant T-6 position consistent with Article 25 of the National Agreement.

17. 53-10-MS31. Formal A. Letter of Warning alleging that the Grievant missed three MSP scans is rescinded.

18. 53-10-KA25. Informal A. Letter of Warning alleging poor attendance is rescinded.

19. 53-10-KA22. Informal A. Letter of Warning alleging a failure to deliver an express mail piece by noon (1503) is reduced to a discussion.

20. 53-10-KA18. Formal A. Letter of Warning alleging that the Grievant missed a Delivery Confirmation piece is reduced to a discussion.

21. 53-10-KA19. Formal A. Letter of Warning alleging poor attendance is reduced to a discussion.

22. 53-10-KA17. Informal A. Letter of Warning alleging that the Grievant missed two MSP scans and failed to enter the bump into the ETC timeclock is reduced to a discussion.

23. 53-10-MS29. Formal A. Letter of Warning alleging that the Grievant missed three MSP scans is reduced to 3 months in the Grievant's OPF which will not be cited as a prior element in any subsequent discipline unless the charge is missed MSP scans.

24. 53-10-MS28. Formal A. Letter of Warning alleging a failure to deliver an express mail piece by noon (1617) is reduced to a discussion.

25. 53-10-MS18. STEP B. 14 DAY SUSPENSION alleging a safety

infraction (not holding handrail when going down steps) is reduced to a Letter of Warning and further reduced from two years to one year in the Grievant's OPF. (Note* Management offered at Formal a to reduce the discipline to a Letter of Warning and to further reduce the discipline from two years to six months in the Grievant's OPF.) The Richmond, Virginia STEP B team wrote this decision!

26. 53-10-MS30. Formal A. Management will only include in their packets to STEP B the final action resulting from a modified disciplinary action. (Example; If a 14 DAY SUSPENSION was reduced to a Letter of Warning, only the Letter of Warning will be included in the packet with no mention of the 14 DAY SUSPENSION.)

27. 53-10-KA23. Formal A. 7 DAY SUSPENSION alleging an at fault vehicle accident is reduced to a Letter of Warning and further reduced from two years to 6 months in the Grievant's OPF.

28. 53-10-KA24. Formal A. The manager told the Grievant "You drive me crazy". We withdrew the grievance when the manager apologized to the Grievant.

29. 53-10-KA28. Formal A. Letter of Warning alleging that the Grievant was out of uniform in wearing a blue T-shirt on street time is hereby reduced to 6 months in the Grievant's OPF.

30. 53-10-KA27. Formal A. 7 DAY SUSPENSION alleging that the Grievant was out of uniform in wearing a blue T-shirt on street time is hereby reduced to a Letter of Warning and further reduced from two years to 6 months in the Grievant's OPF.

31. 53-10-MS42A. Formal A. 14 DAY SUSPENSION alleging that the Grievant was out of uniform in wearing a blue T-shirt on street time is hereby reduced to a Letter of Warning and further reduced from two years to 6 months in the Grievant's OPF.

32. 53-10-MS38. Formal A. ESCALATING REMEDY. Grievant is awarded 25 dollars due to a breach of the Harnest-Hogan settlement (deals with CA forms and management's obligations to injured Carriers).

POTOMAC

1. 54-10-RW018. Informal A. 14 DAY SUSPENSION alleging unauthorized overtime (40 units) is rescinded.

2. 54-10-RW019. Informal A. 7 DAY SUSPENSION alleging poor attendance is reduced to a Letter of Warning and further reduced from two years to 6 months in the Grievant's OPF.

3. 54-10-RW013. Informal A. 7 DAY SUSPENSION alleging unauthorized overtime (20 units) is reduced to a Letter of Warning and further reduced from two years to 6 months in the Grievant's OPF.

4. 54-10-RW014. Informal A. 7 DAY SUSPENSION alleging unauthorized overtime (1.17 hours) is reduced to a Letter of Warning and further reduced from two years to 6 months in the Grievant's OPF.

5. 54-10-RW016. Informal A. Letter of Warning alleging unauthorized overtime (74 units) is rescinded.

6. 54-10-RW017. Informal A. Letter of Warning alleging unauthorized overtime (46 units) is reduced to a discussion.

7. 54-10-RW020. Informal A. Letter of Warning alleging that the Grievant cased DPS is reduced to a discussion.

8. 54-09-RW276. PRE-ARBITRATION. Article 41 Section 3 "O" will be invoked and all assignments junior to the assignment abolished will be posted for bid within 30 days. (Note* This coupled with the Article 41 Section 3 "O" settlement at the Rockville Main Office means that 68 assignments will be posted for bid.)

9. 54-10-RW038. Informal A. Management worked the following Carriers past the 60 hour maximum for a week, and thus, are awarded an additional 50 percent for all hours worked past 60 (62.58 hours, 60.55, 60.57 and 60.12.)

10. 54-10-RW037. Informal A. Management worked the following Carriers past the 12 hour maximum for a day, and thus, are awarded an additional 50 percent for all hours worked past 12 (12.32 hours, 12.02 and 12.32.)

11. 54-10-RW035. Informal A. Management worked the following Carriers past the 60 hour maximum for a week, and thus, are awarded an additional 50 percent for all hours worked past 60 (64.94 hours, 62.12, 62.31, 61.97, 61.61 and 60.84.)

12. 54-10-RW031. Informal A. Management worked the following Carriers past the 60 hour maximum for a week, and thus, are awarded an additional 50 percent for all hours worked past 60 (65.22 hours, 63.51, 61.14 and 60.68.)

13. 54-10-RW030. Informal A. Management worked the following Carriers past the 12 hour maximum for a day, and thus, are awarded an additional 50 percent for all hours worked past 12 (13.19 hours, 12.89, 12.26, 12.18 and 12.04.)

14. 54-10-RW029. Informal A. Management worked the following Carriers past the 12 hour maximum for a day, and thus, are awarded an additional 50 percent for all hours worked past 12 (12.79 hours, 12.71, 12.30 and 12.24.)

15. 54-10-RW028. Informal A. Management worked the following Carriers past the 12 hour maximum for a day, and thus, are awarded an additional 50 percent for all hours worked past 12 (12.20 hours, 12.17, 12.08, 12.07, 12.04 and 12.03.)

16. 54-10-RW026. Informal A. Management worked the following Carriers past the 12 hour maximum for a day, and thus, are awarded an additional 50 percent for all hours worked past 12 (13.62 hours, 13.21, 13.08, 13.03, 12.69, 12.19, 12.25, 12.87, 12.50, 12.34, 12.23, 12.30 and 12.58 hours.)

17. 54-10-RW025. Informal A. Management worked the following Carriers past the 12 hour maximum for a day, and thus, are awarded an additional 50 percent for all hours worked past 12 (12.42 hours, 12.62, 12.54, 12.19, 12.01, 12.75, 12.14, 12.78, 12.51, 12.11, 12.14 and 12.22 hours.)

18. 54-10-RW024. Informal A. Management worked the following Carriers past the 60 hour maximum for a week, and thus, are awarded an additional 50 percent for all hours worked past 60 (60.26 hours and 61.27 hours.)

19. 54-10-RW023. Informal A. Management worked the following Carriers past the 12 hour maximum for a day, and thus, are awarded an additional 50 percent for all hours worked past 12 (12.63 hours, 12.42 and 12.12 hours.)

20. 54-10-RW022. Informal A. Management worked the following Carriers past the 60 hour maximum for a week, and thus, are awarded an additional 50 percent for all hours worked past 60 (62.36 hours and 60.40 hours.)
21. 54-10-RW033. Informal A. Management worked the following Carriers past the 12 hour maximum for a day, and thus, are awarded an additional 50 percent for all hours worked past 12 (12.18 hours.)
22. 54-10-RW034. Informal A. Management worked the following Carriers past the 12 hour maximum for a day, and thus, are awarded an additional 50 percent for all hours worked past 12 (12.71 hours.)
23. 54-10-RW022. Informal A. Management worked the following Carriers past the 60 hour maximum for a week, and thus, are awarded an additional 50 percent for all hours worked past 60 (60.39 hours.)
24. 54-10-RW027. Informal A. Management worked the following TE Carrier past the 11 and a half hour maximum for a day, and thus, is awarded an additional 50 percent for all hours worked past 11.50 hours (12.67 hours.)
25. 54-10-RW021. Informal A. Any usage of EAL on February 8, 9 and 11 of 2010 will not be cited in any disciplinary action.
26. 54-09-RW397. Formal A. The 1017-B entry (unauthorized overtime) for 72 units is hereby deleted from the Grievant's 1017-B log.
27. 54-09-RW400. Formal A. Management will treat all employees with dignity and respect.
28. 54-09-RW402. Formal A. Henceforth, supervisor Shawn Edwards will maintain professionalism and will treat the Grievant with dignity and respect.
29. 54-09-RW403. Formal A. When management instructs a Carrier to report to the office for a PDI, and the Carrier requests that a Shop Steward be present, a Shop Steward will be released which will be determined by the Chief Shop Steward.
30. 54-10-RW005. Formal A. The 1017-B entry (unauthorized overtime) for 75 units is hereby deleted from the Grievant's 1017-B log.
31. 54-10-RW003. Formal A. The 1017-B entry (unauthorized overtime) for 52 units is hereby deleted from the Grievant's 1017-B log.
32. 54-09-RW404. Formal A. The 1017-B entry (unauthorized overtime) for 40 units is hereby deleted from the Grievant's 1017-B log.
33. 54-10-RW001. Formal A. Three Carriers will work 2 nonscheduled days, one nonscheduled day and 3 nonscheduled days respectively due to inequitable distribution of overtime. These hours will not count towards equitable distribution of overtime.
34. 54-10-RW006. Informal A. Management agrees to rescind the following letter that was issued to all Potomac Carriers. Re: TO IMPROVE OFFICE PERFORMANCE— Starting Monday, January 11, 2010 all Carriers will no longer be allowed to sit down on their stools to case mail, unless documentation has already been provided to management to support the need to sit on the stool to case mail.
35. 54-10-RW007. Formal A. Henceforth, supervisor Shawn Edwards will maintain professionalism and an atmosphere of dignity and respect.
36. 54-10-RW008. Formal A. Henceforth, supervisor Shawn Edwards will maintain professionalism and an atmosphere of dignity and respect.
37. 54-10-RW010. Formal A. Grievant had to call back because the Grievant was not going to be able to complete all assigned duties within the allotted time. We withdrew the grievance when management paid the Grievant 50 cents for the phone call.
38. 54-10-RW012. Formal A. Management failed to post the holiday schedule timely (an LMU violation). Seven Carriers are hereby paid an additional 50 percent for 8 hours for a total of 56 hours.
39. 54-10-vw01. Formal A. Henceforth, supervisor Shawn Edwards will maintain professionalism and an atmosphere of dignity and respect.
40. 54-10-GAB02. Formal A. Supervisor Shawn Edwards will cease and desist performing craft work.
41. 54-10-GAB01. Formal A. Grievant did not get to work 8 hours on her assignment (violation of Article 41 Section 1C4). Grievant is hereby paid an additional 47 units at her applicable overtime rate.
42. 54-10-RW. Informal A. We withdrew the grievance when management agreed to provide a Service Talk to inform the Carriers of the new break times.
43. 54-10-RW043. Informal A. 7 DAY SUSPENSION alleging a failure to deliver an express mail piece by noon (12:46pm) is hereby reduced to a discussion.
44. 54-10-RW044. Informal A. Letter of Warning alleging a failure to deliver an express mail piece by noon (1:10pm) is hereby reduced to a discussion.
45. 54-10-RW053. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation piece is hereby rescinded.
45. 54-10-JYG07. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation piece is hereby rescinded.
46. 54-10-VW05. Informal A. Letter of Warning alleging a failure to collect mail from the flat hot case is hereby rescinded.
47. 54-10-VW04. Informal A. Letter of Warning alleging a failure to collect mail from the flat hot case is hereby rescinded.
48. 54-10-RW055. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation piece is hereby rescinded.
49. 54-10-RW058. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation piece is hereby rescinded.
50. 54-10-RW047. Informal A. The following Carriers are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.22 hours, 12.07 hours and 12.03 hours.)

51. 54-10-RW045. Informal A. The following Carrier is hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.58 hours.)
52. 54-10-RW046. Informal A. The following Carriers are hereby paid an additional 50 percent for all time worked beyond 60 hours for the week (62.88 hours, 61.95 hours, 61.38 hours and 60.07 hours.)
53. 54-10-RW057. Formal A. REMOVAL for assisting another Carrier while on sick leave is reduced to a 14 DAY PAPER SUSPENSION.
54. 54-10-JYG06. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation piece is hereby rescinded.
55. 54-10-RW070. Informal A. Grievant is granted a day of annual leave of his choice, excluding the day before or after a holiday due to an annual leave LMU violation.
56. 54-10-RW071. Informal A. Letter of Warning alleging poor attendance
is hereby rescinded.
57. 54-10-RW107. Informal A. The following full-time regular Carriers are hereby paid an additional 50 percent for all hours worked over 12 for the day (12.72 hours, 12.59, 12.48, 12.46, 12.29, 12.16, 12.01 and 12.01 hours.)
58. 54-10-RW108. Informal A. The following full-time regular Carrier is hereby paid an additional 50 percent for all hours worked over 12 for the day (13.16 hours.)
59. 54-10-RW066. Informal A. Letter of Warning for unauthorized overtime is reduced to three months in the Grievant's OPF.
60. 54-10-RW097. Informal A. From this point forward, management will provide the Carrier the result on any one day special mail count within two business days.
61. 54-10-RW064. Informal A. Letter of Warning for delivering two express mail pieces after 12 noon (12:10pm and 12:22pm respectively) is hereby rescinded.
62. 54-10-RW063. Informal A. 7 DAY SUSPENSION alleging poor attendance is hereby rescinded.
63. 54-10-RW062. Informal A. The two tardy dates are hereby rescinded due to management failing to get a 3971 signed the same day as the tardiness.
64. 54-10-RW059. Informal A. Letter of Warning for delivering an express mail piece after 12 noon (1:11pm) is hereby rescinded.
65. 54-10-RW104. Informal A. From this point forward, management will ensure that the Grievant is present for their Informal A grievance meeting.
66. 54-10-RW105. Informal A. From this point forward, management will provide the Carrier at least one days notice when conducting a one day special mail count.
67. 54-10-RW106. Informal A. From this point forward, management will provide the Carrier the result on any one day special mail count within two business days.
68. 54-10-RW101. Informal A. From this point forward, management will provide the Carrier the result on any one day special mail count within two business days.
69. 54-10-RW100. Informal A. From this point forward, management will provide the Carrier at least one days notice when conducting a one day special mail count.
70. 54-10-RW102. Informal A. From this point forward, management will provide the Carrier at least one days notice when conducting a one day special mail count.
71. 54-10-RW110. Informal A. From this point forward, management will provide the Carrier the result on any one day special mail count within two business days.
72. 54-10-RW098. Informal A. From this point forward, management will provide the Carrier at least one days notice when conducting a one day special mail count.
73. 54-10-RW096. Informal A. From this point forward, management will provide the Carrier at least one days notice when conducting a one day special mail count.
74. 54-10-RW080. Formal A. The Grievant will be provided a 3996 promptly, after informing management verbally as to the reason for the request.
75. 54-10-RW076. Formal A. The Grievant will be provided a 3996 promptly, after informing management verbally as to the reason for the request.
76. 54-10-RW086. Formal A. The Grievant will be provided a 3996 promptly, after informing management verbally as to the reason for the request.
77. 54-10-RW075. Formal A. Management will advise a Carrier who has submitted a 3996 of the disposition of the request promptly after review of the circumstances at the time.
78. 54-10-RW109. Informal A. From this point forward, management will provide the Carrier one day's notice when conducting a one day special mail count.
79. 54-10-RW103. Informal A. From this point forward, management will provide the Carrier the result of the one day special mail count within two business days.
80. 54-10-RW099. Informal A. From this point forward, management will provide the Carrier the result of the one day special mail count within two business days.
81. 54-10-RW048. Formal A. Letter of Warning alleging unauthorized overtime is rescinded.
82. 54-10-RW051. Formal A. 14 DAY SUSPENSION alleging that the Carrier called the supervisor "Stupid and ignorant" is rescinded.
83. 54-10-RW073. Formal A. 7 DAY SUSPENSION alleging unacceptable attendance is rescinded.
84. 54-10-RW056. Formal A. ESCALATING REMEDY. Management will pay 500 dollars to the charity of the Union's choice due to management failing to provide information to the Union within 24 hours.
85. 54-10-RW054. Formal A. ESCALATING REMEDY.

Management will pay 500 dollars to the charity of the Union's choice due to management failing to provide information to the Union within 24 hours.

86. 54-10-RW052. Formal A. ESCALATING REMEDY. Management will pay 500 dollars to the charity of the Union's choice due to management failing to provide information to the Union within 24 hours.

87. 54-10-RW050. Formal A. ESCALATING REMEDY. Management will pay 500 dollars to the charity of the Union's choice due to management failing to provide information to the Union within 24 hours.

88. 54-10-RW049. Formal A. ESCALATING REMEDY. Management will pay 500 dollars to the charity of the Union's choice due to management failing to provide information to the Union within 24 hours.

GERMANTOWN

1. 74-09-AC11. ARBITRATION. The Union was seeking to have the supervisor moved to another position due to constantly falsifying the clockings. Decision- Management will cease and desist from intentionally using inaccurate time codes. Management is on notice that subsequent similar violations will not be tolerated and may justify more severe corrective action on management.

2. 74-10-TAP13. STEP B. The FMLA requested by the Grievant is approved.

3. 74-09-MB1. ARBITRATION. Management sent a request for updated restrictions to a Carrier and stated that the physician would not be paid unless the form was completed. Management was not using approved forms such as CA16's and CA-17's. Decision- Grievance denied.

4. 74-10-TAP31. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). Three NON-ODL's are hereby awarded an additional 150 percent for a total of 3 hours and an ODL is hereby awarded 3 hours of overtime.

5. 74-10-TAP15. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). Seven NON-ODL's are hereby awarded an additional 150 percent for a total of 7.35 hours and 3 ODL's are hereby awarded 7.35 hours of overtime.

6. 74-10-TAP19. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). Three NON-ODL's are hereby awarded an additional 150 percent for a total of 4 hours and an ODL is hereby awarded 4 hours of overtime.

7. 74-10-TAP40. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 150 percent for 48 units and an ODL is hereby awarded 48 units of overtime.

8. 74-10-TAP36. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). Eight NON-ODL's are hereby awarded an additional 150 percent for a total of 7 hours and 2 ODL's are hereby awarded 7 hours of overtime.

9. 74-10-TAP39. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). Four NON-ODL's are hereby awarded an additional 150 percent for a total of

4.72 hours and 3 ODL's are hereby awarded 4.72 hours of overtime.

10. 74-10-TAP20. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). Five NON-ODL's are hereby awarded an additional 150 percent for a total of 5 hours and an ODL is hereby awarded 5 hours of overtime.

11. 74-10-TAP37. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 150 percent for 81 units and an ODL is hereby awarded 81 units of overtime.

12. 74-10-TAP27. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). Five NON-ODL's are hereby awarded an additional 150 percent for a total of 5 hours and an ODL is hereby awarded 5 hours of overtime.

13. 74-10-TAP21. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 150 percent for 54 units and an ODL is hereby awarded 54 units of overtime.

14. 74-10-AC2. Formal A. Management agrees that code 782 is only to be used for Formal Training. Management agrees that regular Service/Safety talks are a line 21 item and therefore are part of a Carrier's regular assignment.

15. 74-10-AC8. Formal A. Management will provide a beginning and ending date on form 1723 for higher level assignments.

16. 74-10-TAP23. Formal A. Management will treat all employees fairly and equally.

17. 74-10-TAP30. Formal A. Letter of Warning alleging poor attendance is reduced to a discussion.

18. 74-10-TAP29. Formal A. Letter of Warning alleging poor attendance is reduced to a discussion.

19. 74-10-AC4. Formal A. Management agrees to abide by Section 115.3c of the M-39 handbook which states; The manager has the responsibility to resolve as many problems as possible before they become grievances.

20. 74-10-TAP14. Formal A. Supervisor Harmeet Bedi will treat the Grievant with dignity and respect.

21. 74-10-TAP25. Formal A. Management will provide the Grievant with a copy of the 3996 before the Grievant leaves for the street.

22. 74-10-TAP22. Formal A. Supervisor Harmeet Bedi will treat the Grievant with dignity and respect.

23. 74-10-AC9. Formal A. Management will not attempt to restrict the role of a Union Steward during a PDI to a passive observer. Management agrees to comply with USPS Weingarten Card concerning Union involvement.

24. 74-10-TAP24. Formal A. Management will not deny a Carrier's immediate request for Union time. If there is an operational need, the Carrier and the Steward will be granted up to 10 minutes with the remainder of the time to be provided the following morning.

25. 74-10-TAP35. Formal A. Letter of Warning alleging that the Grievant failed to scan two Delivery Confirmation packages is

rescinded.

26. 74-10-TAP32. Formal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation package is rescinded.

27. 74-10-TAP33. Formal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation package is rescinded.

28. 74-10-TAP53. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

29. 74-10-AC7. STEP B. Management will cease and desist refusing to accept opts from PTF'S. Management will immediately place the PTF on the opt. (Management took the position that vacant assignments would no longer be available for opts because these routes would be split up and carried by regulars on undertime!) WHO THINKS UP THIS NONSENSE!!!!

30. 74-10-TAP18. STEP B. Management did not violate the contract when they ordered all Carriers to take their lunch between the hours of 11:00am and 1:00pm. (Note* The Richmond, VA STEP B team wrote this decision.)

31. 74-10-AC5. STEP B. Management violated the contract when they changed a 25 year past practice of taking their office break from 9:00am to 9:10am and ordered the Carriers to take their break from 8:30am to 8:40am.

32. 74-10-TAP52. STEP B. 7 DAY SUSPENSION alleging poor attendance is reduced to a Letter of Warning and further reduced from two years to one year in the Grievant's OPF.

DIAMOND FARMS

1. 78-10-MA06. STEP B. The request for Administrative Leave on February 11, 2010 is denied.

2. 78-10-MA16. Formal A. 7 DAY SUSPENSION alleging a failure to deliver an express mail piece by noon (13:20) is rescinded.

3. 78-10-MA18. Formal A. 7 DAY SUSPENSION alleging poor attendance is rescinded.

4. 78-10-MA17. Formal A. 7 DAY SUSPENSION alleging poor attendance is rescinded.

5. 78-10-MA09. Informal A. 7 DAY SUSPENSION alleging poor attendance is reduced to 3 months in the Grievant's OPF.

6. 78-10-MA19. Formal A. Management will cease and desist refusing to meet at Informal A.

7. 78-10-MA20. Formal A. 14 DAY SUSPENSION alleging a failure to scan a Delivery Confirmation package is rescinded.

8. 78-09-MA32. Informal A. Letter of Warning alleging poor attendance is reduced to a discussion.

9. 78-10-MA13. STEP B. Letter of Demand for \$660.00 alleging damage to a scanner is rescinded.

10. 78-10-MA15. STEP B. Management is directed to cease and desist developing local forms. (Management developed a "FOR THE RECORD" letter which included language certifying that the Letter of Demand had been explained by the supervisor and lines, for both he and the supervisor to sign, print and

date.)

11. 78-10-MA21. Informal A. Management will cease and desist tearing/ripping up PS form 3996 upon completion of the form and/or after performing auxiliary assistance.

12. 78-10-MA12. STEP B. 5 ODL's are awarded a total of \$1,209.83 due to inequitable distribution of overtime.

13. 78-10-MA08. PRE-ARBITRATION. Letter of Warning alleging 7.84 hours of AWOL is reduced to 10 months in the Grievant's OPF.

14. 78-10-MA24. Formal A. Letter of Warning alleging unauthorized overtime is hereby rescinded.

15. 78-10-MA29. Formal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation piece is reduced to 8 months in the Grievant's OPF.

16. 78-10-MA22. STEP B. We took the position that completing a 3996 for auxiliary assistance on a vacant route was Carrier work and not supervisory work. Grievance denied.

17. 78-10-MA27. STEP B. Letter of Warning alleging a failure to scan a Delivery Confirmation piece is rescinded. (The Union took the position that the burden of proof was on management and that the parcel could have been mis-sorted by a clerk and thrown into another tub.)

18. 78-10-MA26. STEP B. Letter of Warning alleging a failure to scan a Delivery Confirmation piece is rescinded. (Management cited the same Delivery Confirmation number on two separate cases.)

19. 78-10-MA34. Informal A. It is agreed that Shop Steward's are not passive observers during PDI's.

MAIN OFFICE GAITHERSBURG

1. 77-10-CFC6. Informal A. Five Carriers are hereby awarded a total of 27 hours of overtime due to inequitable distribution of overtime.

2. 77-10-CFC8. Informal A. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 100 percent for 75 units and 3 ODL's are hereby awarded a total of 1.50 hours of overtime.

3. 77-10-CFC9. Informal A. Supervisor Nadata Ra will treat the Grievant with dignity and respect and when a problematic situation occurs management will confer with the Grievant in private and not on the workroom floor.

4. 77-10-CFC4. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation piece is reduced to a discussion.

5. 77-10-CFC2. Informal A. Grievant is awarded 8 hours of annual leave to use at their choice due to an LMU violation concerning annual leave.

6. 77-10-CFC11. Informal A. Letter of Warning alleging that the Grievant scanned a collection box one minute early is reduced to 4 months in the Grievant's OPF.

7. 77-10-CFC11. Informal A. 7 DAY SUSPENSION for leaving a parcel at a door which was lost/stolen is reduced to a Letter of

Warning and further reduced from two years to one year in the Grievant's OPF.

8. 77-10-CFC13. Informal A. **ESCALATING REMEDY.** Management violated Article 8 Section 5G (overtime rules). The four NON-ODL'S are hereby awarded an additional 150 percent for a total of 4.72 hours and 6 ODL's are hereby awarded a total of 4.72 hours of overtime.

9. 77-10-CFC10. Informal A. Grievant is awarded 7 hours of overtime due to inequitable distribution of overtime.

10. 77-10-CFC12. **ESCALATING REMEDY.** Informal A. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 150 percent for 92 units and an ODL is hereby awarded 92 units of overtime.

MONTGOMERY VILLAGE

1. 79-10-CC1020. Formal A. The three 1017-B entries (unauthorized overtime) for 30 units, 56 units and 30 units are hereby deleted from the Grievant's 1017-B logs.

2. 79-10-VF06. Informal A. Letter of Warning alleging poor attendance is reduced to one year in the Grievant's OPF.

3. 79-10-CC1015. Formal A. The 204b worked higher level for 4 consecutive months, therefore their position is hereby posted for bid.

4. 79-10-CC1019. Formal A. Grievant applied for a Special Inspection. Resolved; Daily, the route will be adjusted with 75 units of assistance in the form of a hand-off, or 75 units of router time which must consist of 360 flats being cased.

5. 79-10-VF11. Informal A. Management will cease and desist pivoting out the route the T-6 is scheduled to case and carry.

6. 79-10-CC1023. Informal A. Management will cease and desist violating Formal A grievance settlement 79-10-CC1019 which stated; Daily, the route will be adjusted with 75 units of assistance in the form of a hand-off, or 75 units of router time which must consist of 360 flats being cased.

7. 79-10-CC1022. Informal A. Management violated Article 8 Section 5G (overtime rules.) The NON-ODL is hereby awarded an additional 150 percent for 1.69 hours. Total \$67.00.

8. 79-10-CC1021. Informal A. Management violated Article 8 Section 5G (overtime rules.) Six NON-ODL's are hereby awarded an additional 150 percent for a total of 4.81 hours. Total \$159.00

9. 79-10-CC1006. Formal A. Management violated Article 8 Section 5G (overtime rules.) Eleven NON-ODL's are hereby awarded an additional 150 percent for the hours worked off their assignment. (Numerous violation dates in this settlement) Total \$899.00.

10. 79-10-VF15. Informal A. Letter of Warning alleging a failure to scan three MSP points and a failure to complete a 1571 for curtailed marriage mail is reduced to 3 months in the Grievant's OPF.

11. 79-10-VF12. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to 3 months in the Grievant's OPF.

12. 79-10-VF13. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to 3 months in the Grievant's OPF.

13. 79-10-VF14. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to 3 months in the Grievant's OPF.

14. 79-10-CC1029. Formal A. Carriers who submit a 3996 to their supervisor will be advised of management's action on their request within 15 minutes of when their 3996 is submitted.

The Time

The time is now for all our Brothers and Sisters to come together and work on saving our jobs. President Fred Rolando talked about saving the Postal Service and the needs of Saving Saturday Delivery, overall Pres. Rolando did a fantastic job at the 2010 Anaheim Convention. The Workshops at the Convention were very educational and informative; the facilitators at the workshops I attended did a great job. I would like to thank each and everyone who had a part in putting the 2010 Anaheim Convention together. HIP HIP HOORAY!!!

5-day is the Wrong Way, Save Saturday Delivery. The Postal Regulatory Commission (PRC) is accepting comments from the public. These comments will play a crucial role in the PRC's recommendation to Congress about whether the Postal Service should maintain mail delivery six days a week. The NALC has prepared a statement form which is available to all carriers to present to businesses and organizations to fill out opposing 5 day delivery. It is imperative that you be off the clock and out of uniform while soliciting businesses to sign the form. Any carriers who needs forms see your Shop Steward to get them.

I would like to thank everyone for another successful Food Drive, also a special thank you to Marquise Strong, son of Sharron Strong, a carrier at Pike Annex, for coming out and helping to separate the food. The total of food was 55000 pounds for Branch 3825. We had two Food Banks that wrote thank you letters to our Branch for the food donation; Manna Food and Gaithersburg Help. Again thank you everyone for a job well done.

Muscular Dystrophy Association (MDA) is a charity that really touches the heart. I met a wonderful, loving, caring little

girl that really touched my heart not because she has an illness, but because she is special person. She wants to help in raising money to find a cure. Abbey Umali is MDA 2010 National Goodwill Ambassador, she spoke the General Session and at the MDA Workshop she was in the 2nd Annual Read-a-Thon, she has read 50 books and with her donations and pledges she giving it to MDA. If you would like GIVE a donation to MDA please give me a call, no amount is too small, please give to MDA. One last thing, Committee on Letter Carrier Political Education (COLCPE) if you have not signed up please sign up now. You can give me Shearly Shawn or Tom Preston a call.

In Solidarity, *Shearly Shawn*—Distributor

Food Drive, MDA and COLCPE Coordinator

Diamond Farms Blog

Mathew Ackah



The letter carriers at the Diamond Farms Post Office have faced many challenges this summer, from record breaking heat and humidity to irrational discipline and dictatorial supervisors. We have succeeded in beating back all of these challenges and attacks by utilizing the grievance procedure. Supervisors seem to be more focused on making a name for themselves, using heavy handed discipline rather than providing a work environment where all letter carriers are treated with dignity, respect and fairness. We will continue to go the extra mile even under these unconscionable working conditions.

We recently beat back eleven suspensions and letters of warning by reducing or rescinding the discipline all together. In two recent cases, management refused to resolve two letters of warning for “Failure to Scan a Delivery Confirmation piece” at the lowest possible level. The union was forced to appeal the discipline all the way to Step B of the grievance procedure where the management and union representative agreed that the discipline was without merit. Management charged both carriers for failing to scan the **same parcel to the same address on the same day on the same route.** Management’s rationale for going forward

with the discipline was “there was a typographical error” and they refused to rescind both L.O.W’s. We are very luck to have a competent Dispute Resolution Team that was not buying the B— Sh— that management was selling. I hope management thinks twice before sending up this type of discipline in the future.

Route Inspections were conducted at the Farms and our manager decided to instruct the carriers to falsify their street times during the consultations. This is an example of just how far management will go in order to attempt to manipulate the numbers for their own benefit. We will certainly be challenging this in order to put a stop to it.

T.C. Tai who runs the Collection Route at the Farms donated two refrigerators for our break room. We desperately needed them. This is an example of the generosity of letter carriers such as T.C. which improves the quality of life on the work room floor. Take notes supervisors; this is what we need more of. Thanks to Mike Hotovy for stepping up to assist as Shop Steward at the Farms. He is very knowledgeable of the contract and will be a big help to everyone.

Mathew Ackah

Gaithersburg Shop Steward/Branch 3825 trustee

Ripple Effects

By Mike Hotovy



In the Capital District the JARAP route reviews and adjustments were temporarily postponed when the deadlines contained within the agreement were not met. While I'm elated that this keeps the route adjustment hounds away from our door here at Diamond Farms Branch, sadly, other units were not spared the pain of territorial adjustments and displacement. My sympathies if that is your situation.

But adjustments or no, I've still looked over the route adjustment data and been haunted by lingering questions like, "Where are we losing time on these routes when everyone says they work eight hours?" Well, seeing that I've got tons of unused route data printouts and time on my hands, I figured I'd dig around a look for a few answers. What I've discovered is this. The old saying "Think globally, act locally" comes to mind for we now work in a situation where little things we've done for years on our own routes now have ripple effects that causes major changes and loss of routes for our units as a whole. Warning: This may be dull reading, but it's important, so hang in there.

1.The five minute rule

Most everyone knows that we have a five minute leeway with our clock rings, and many of us, when working an eight hour day, will clock out five minutes early knowing that we will be paid for eight hours when in fact have

only worked 7:55 in real time. Here's the problem. TACS is the software program that handles our pay, and TACS will indeed round up 7:55 to 8:00 and pay for eight hours work. However, DOIS is the program that monitors our route time, and DOIS does not round up time. Therefore, if you clock out five minutes early, DOIS records the fact that your route is seven hours and fifty-five minutes long, not eight hours.

The big problem here is this: If you have a unit that has 50 routes, and everyone is giving away five minutes per route per day by clocking out early, that adds up to 250 minutes, or over four hours of route time per day. That is half a route that management will take away during the next round of adjustments. Worse yet, they will take that half a route **every** adjustment. The solution is to get in the habit of working a full eight hours - every day. Let's not give away a job simply because we want to get a five minute jump on traffic.

2.Know your street time

I noticed that for many routes, office time seemed inflated and street time diminished. This is a very bad situation for what usually happens is this. Your actual office time is larger than your estimated office time (that's the time it takes to case and pull down your volume of mail by 18 letters/8 flats/70 pieces pulldown per minute standards). Management takes the smaller of those two numbers, so you lose that time difference from your route. When I asked carriers why their office time was inflated, it came down to the fact that many carriers had cased DPS/boxholders and/or taken DPS and parcels out to the truck while on office time.

The big problem here is this: Casing DPS/boxholders does two things – inflates your office time (time that you will lose come adjustment time) and skews street time which only encourages management to choose a lower street time (also time that

you will lose come adjustment time). So don't do it. Secondly, taking DPS and parcels to your vehicle is a street function and must be clocked as such. If you do it on office time, you will lose that time during adjustment. Also, I've seen many carriers return from the street, park the vehicle, and go into the office and clock back on to office time before unloading their vehicle. Again (I know I'm sounding like a broken record) this will become office time that you will lose during adjustment. And that leads me to my next point.

3. Running for the man

I recently watched a co-worker clock back on to office time before unloading his vehicle. When I asked him why, he stated that he "Boss says I have to be off the street by 6:00." I tried to explain that artificially shortening his street time was a bad thing, but he just waved me off and said he just didn't really care. Well, here's why he should care.

Beyond the fact he's losing route time (see above), running a route or bending clock rings to meet management desires to maintain a 6:00 o'clock window of operation can have ripple effects that (without going into a lengthy explanation) lets management force overtime on non-ODL carriers without maxing out time for the ODL carriers. Trust me on this one.

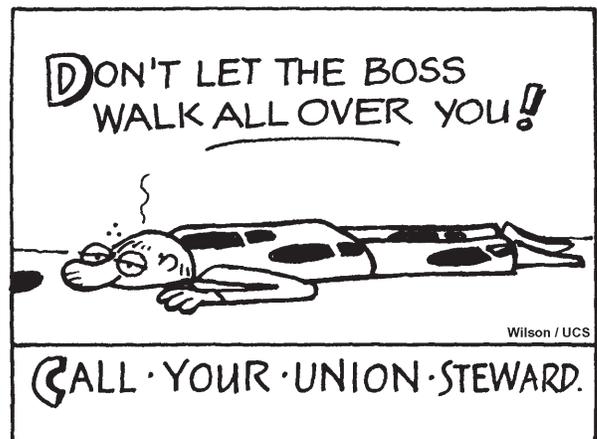
Secondly, carriers should never even consider management's windows of operation when estimating daily overtime. Just put down the time you need on your PS3996, and let management worry about getting you back by 5:00, or 6:00 or whenever. That's **their** job.

And an additional word to the "runners" out there. Maybe you don't care if your route keeps expanding or has large movements in territory. But the carrier with the route geographically next to yours, the carrier who's delivered that same route for 20 years, the carrier who now has his territory

drastically altered because your route needs two hours added to it does care. I am certainly not advocating intentional lack of effort here, but when senior carriers lose long time territory, or a junior carrier's life is turned upside down via excessing or separation because a runner is skipping lunch and/or breaks and is taking unsafe shortcuts and risks, it breaks my heart.

Little things mean a lot. That has never been truer with the technology in today's Postal Service. DOIS and the route adjustment process have created a situation where we, for all intent and purpose, are on inspection every day. And if we get into the habit of doing little things wrong every day, we now see that they become big time losses during adjustment processes – for our individual routes and for the units as a whole. So my advice is become aware. Know proper clock ring procedures. If you don't know them, ask your steward. And if you really want to start getting up to speed, come to a few union meetings! We'll feed you and you'll learn a lot.

Mike Hotovy,
Gaithersburg



A Little Tea, A Little History

As the fall elections approach, letter carriers should be aware that our jobs are very much at risk. The so called “liberal” Washington Post is advocating against our unions, saying we should make concessions in pay and benefits, while Postal management should be given more leeway in layoffs and the grievance arbitration procedure. The usual suspects on the right are worse. While the NALC has attempted to counter the onslaught of Potter’s bad news PR machine, the media has been a willing accomplice in his attempt to savage the Postal Service workers, because explaining the **political issues** which have caused the postal budgetary problems is just too complex for the news media. (Ironically, as news organizations like the *Post* have cut staff and contracted out most of their reporting to wire services, their ability to report news has suffered and as a consequence their circulation continues to decline as more people flee to the on line niches).

However, the politics of pre-funding retiree health costs and the politics of massive overpayments to CSRS and FERS won’t be addressed in contract negotiations, but at the ballot box. As we can see from the past year and a half, the party of business (it starts with an R) has had no interest in solving the financial problems that plague the nation or helping union employees (take a look at their response to the auto industry or the Employee Free Choice Act).

Some of my friends are taking a look at the “Tea Party”, which presents itself as beholden to no party, but is almost exclusively Republican. However, the desire to shake up Washington gives it an appeal it might not otherwise deserve, and the Tea Party has pulled off several stunning victories in the primaries. So who are they? And, how would their rise to power affect us as letter carriers?

The conceit of the Tea Party is that they are the true representatives of what the Constitution means in both a historical and patriotic sense. Their position is that the Founding Fathers wanted limited government, and any powers not specifically granted to the Federal government in the Constitution would devolve to the states (or the people) *10th amendment*. But is that true? First, it’s important to understand who are we referring to as the “Founding Fathers”. Typically, it’s Washington, Hamilton, Jefferson, Franklin, John Adams and Madison

(most famously). What’s more important to understand, is that these gentlemen completely disagreed on this issue. Washington, Hamilton and Adams were so called “Federalists” and strongly supported a strong central/federal government which was superior to the states, while Jefferson and Madison advocated for the states rights position. Few people seem to remember today that from 1776 through 1787 the United States operated under the so-called Articles of Confederation, which gave primacy to the states, and were a disaster. The Constitutional Convention produced a compromise government, in which the states and Congress are both granted and limited in their powers (*Art 1, Sections 8-10*). The compromise created allowed each side of the argument plenty of ammunition for their cause.

The Tea Party seems to have sided with the Jefferson/Madison argument. Jefferson, of course, is the credited author of the Declaration of Independence, one of the two most important documents in US history, the other of course, is the Constitution. The down side, of course, is that the Jefferson side of the argument led to the Civil War. (Jefferson, as President, had no problem with using the power of a strong federal government in pursuing a progressive agenda which included the Louisiana Purchase).

Now, history is interesting, but what does it mean today. Well, if you check out who’s funding the Tea Party, you’ll find that it’s corporate interests whose pet peeves are (federal) regulations, corporate taxes, unions, etc. (you know the drill). These corporations are very interested in the weakening of the federal government, not for philosophical reasons, but for the simple reason that it will be easier to line their pockets (*see Jane Mayer’s article “Covert Operations” in September’s New Yorker*) because many states lack the resources (or inclination) to rein in the excesses of our corporations. I think we can guess how the representatives of these people would feel about Postal employees.

Everybody has to come to their own conclusions when it comes to voting. The most important thing is to be a knowledgeable voter. Find out where your candidates stand on issues that are real, not the blather that passes for issues on cable “news” shows. You might even want to know where they stand on their interpretation of the Constitution.

Mike Shawn,

Editor, Branch 3825

State President's Report



Greeting and salutations NALC brothers and sisters! Thank you, for once again inviting my contribution to the Branch 3825 newsletter!

The NALC 67th Biennial Convention is behind us and I trust that everybody that attended the convention made it back safely! It was great to see our fellow members from across the nation gather in solidarity! Congratulations to President Rolando on being re-elected by acclamation and the same to our Region 13 National Business Agent Tim Dowdy!

It has been a busy year since last I wrote. The MD/DC Shop Steward training in February was well attended, in spite of the back to back blizzards that hammered the area and the Lobby Day in April was again, a huge success thanks to members across Maryland, Washington DC and Virginia! Autumn is around the corner and with it, the cooler weather will bring some much heated general elections the outcome of which, may make for a bumpy road ahead as it relates to Congressional oversight of our jobs, bargaining rights and preserving six-day delivery!

It will take an act of Congress to reduce our delivery days. While passing of the Appropriations Bill in the House of Representatives will maintain six-day delivery for Fiscal Year 2011, many factors are in place that could impact our jobs and jeopardize our universal delivery in the near future!

The Postal Service would be profitable were it not for the erroneous payment schedule imposed in 2006 Postal Reform. In order for the Postal Service to remain financially viable, it is vital that we do what we can to ensure that their prefunding of future retiree health benefits is corrected and the overpayments made be refunded. Currently, there is a proposed bill in the House of Representatives, HR 5746, which essentially mandates an investigation into the unrealistic payment schedule and directs that the overpayment be properly assessed and a repayment schedule be formulated. As of this writing, Congresswoman Eleanor Norton-Holmes (DC) is the only Representative in MD/DC that is signed on as co-sponsor. The Postmaster General (PMG) has stated that if the prefunding/overpayment were corrected there

would be no need to reduce delivery days. This bill needs support to hold the PMG to his word-*Fix the pre-funding = save six-day delivery!* Contact your Representatives **to-day**, urging them to co-sponsor HR 5746!

Of course I would be remiss if I did not mention the utter importance of every member contributing to COLCPE! The Hatch Act forbids us from using union dues to fund political endeavors or actively participating in campaigns. The NALC Legislative and Political Affairs department acts on our behalf in these matters, supporting bi-partisan candidates who support Letter Carrier issues, releasing employees' to participate in campaigns and lobbying on our behalf on matters that affect us!. They cannot function without money.....*bottom line!* The COLCPE fund, comprising of individual contributions, is the fuel for this engine! In my opinion, *and many others as I have learned*, we have the leading Legislative and Political Affairs Department in the trade Union industry and we have been asked to contribute mere pennies on the hour-*\$.06 to be exact*-equating to \$5.00 per pay period to fund this effort!

So the question that begs to be asked: If you truly get what you pay for, what is your job, your bargaining rights, your benefits, your retirement and your very way of life worth to you?! Either through your branch leaders, online or over the phone, whichever you choose, sign up for automatic COLCPE contribution today! You can't afford not to.....

In Solidarity,

Tonya L. Detrick-President

Maryland and Washington D.C. State Association of
Letter Carriers

JARAP, our turn in the barrel ...

JARAP. The latest version of the major breakthrough aimed at ensuring fairness for letter carriers in route adjustments while relieving the stress and conflict long associated with route evaluations, and adjusting routes as nearly as possible to eight hours based on current mail volume. The NALC had a seat at the table and ensured a basic level of fairness.... (From the 2008-2010 Biennial Report in the August Postal Record on page 21 by NALC President Fredric V. Rolando.)

30 miles north of NALC Headquarters in Gaithersburg, MD how close is JARAP to that vision? Initial consultations had to be done in an unrealistic time frame. A consultation form different than what was authorized was misleading. The March/April information used indicated the office was mostly at 8 hours with a few routes over and a few under. Major changes were not needed. Then the evaluated times were sent to us. 15 of the routes had been assigned shorter street times other than the representative time from the 60 days of data. It was obvious our auxiliary was going to be absorbed by shorting us. Then armed with COR strangers sat down to do the adjustments. When the adjustments came back here is how “relieving the stress and conflict long associated with route evaluations” was attained. All 30 routes had been completely blown up and seniority was totally ignored. No attempt was made to use the Local Office Contacts (LOCs) knowledge of the zone or the important information that the LOCs and the carrier gave on the consultations.

The senior carrier’s route was changed from high rise buildings and mounted to 90% walking. Another had his route 100% changed and the route number moved to the other side of town. Still another carrier had a self described complete meltdown and was in tears after finding out how her route was destroyed by the renegade District Evaluation and Adjustment Team (DEAT). No reasons were included as required on the 1840

reverse for the selected street time and the proposed adjustments were not clearly identified, documented and explained so they can be easily discussed between the carrier and the LOCs

The workroom floor was at a low point of morale not seen in years and the comments were getting ugly. One in particular though sums it up. “I expected Management to do this to us but how could a Union person have a part in this”. This is a joint process. The Union needs to fight for our members and not be dominated by their Management counterparts.

Complaints to the District Lead Team on street time, adjustments and seniority issues were turned away. Incredible as it sounds no formal appeal process is available at our level in JARAP if we have problems. Grievances can’t be filed! President Ken Lerch spent much time on the phone with NBA Tim Dowdy and his office to get some sort of intervention and help from the National. A conversation relayed to me by Ken with Director of City Delivery Dale Hart on whether the choice of a street time that was not representative should be used was said to be fine as long as the Union person agreed to it. Then asked what if they chose a 1 hour street time would that be ok? The answer was yes! I was now fairly worried about what was going to happen to our office.

We all agreed Vice President Chuck Clark should take over as the LOC. He was the NALC District Lead in MIARAP and his knowledge and experience was needed. He asked for and was given the opportunity to go to the District with Main Office Supervisor Nadata Ra Akinsanya to see if they could redo the adjustments. Postmaster Cathy Toomer was very supportive and provided the resources necessary for this to happen. The results were much better, made sense and kept changes to a minimum. Seniority was a priority this time. They were able to prove that local people need to be involved in any adjustments in offices where they can work together. I realize some people don’t want to take the heat associated with route adjustments from their fellow carriers and some offices have such a bad working relationship with Management it wouldn’t work anyway.

The target date for the adjustments to go in effect was August 28th. That did not happen because of a dispute we did win over the implementation date of adjustments in JARAP which was July 31 for offices using March/April data. It was announced they are indefinitely suspended. Who knows what's next.

All of this could have been avoided and fair cost effective adjustments in 20877 would have been in place now if someone had just asked.....

Gary Kirwin,
Gaithersburg Main Office 20877
Trustee NALC Branch 3825



Theo's Corner

“Postmaster General or Shockmaster General”

According to postmaster general Jack Potter the USPS continues to lose millions of dollars. Is it the truth or shock propaganda? Mr. Potter is using this as a tool to misrepresent USPS finances to continue to cut postal jobs and pay, and as a platform for contract negotiations with the postal unions for seeking give backs. The truth be told, if the USPS hadn't been for the pre-funding retiree health benefit requirement, the USPS would have been profitable in every year of the past decade except 2009. A brother out of branch 294, Flushing, NY, Julian Adams has done great research on this and displays it graphically. Request to see his good work on this on the net at nalcbostonactivists@yahoo.com.

All Mr. Potter's future financial projections for the USPS are “**SHOCK and AWE.**” These projections Potter has been announcing are the worst case scenario figures. Therefore,

exaggerating the future state of the agency and **SHOCKING** the public, postal rate commission, mailers, and US Congress. The union has trusted Potter in the past, when he vowed if the NALC helped to get “Postal Reform” passed in Congress, it would save our jobs and the future of the USPS. Well, Mr. Potter got “Postal Reform” and now he's still projecting gloom and doom for the agency. Instead of a plan of “**SHOCK and AWE**” why not be creating new innovative ways to generate new business and revenue for the USPS, Mr. Potter? Mr. Potter continues to spend money on FSS machines and implement them in stations. These machines were designed and based for handling a higher mail volume. Well, that mail volume isn't there, So why continue to purchase these machines? Seems like a waste of money. Why not halt the FSS implementation. Get the mail volume back then proceed with the FSS program?

Mr. Potter, do the right thing and reduce all these layers of management which never touch a piece of mail or carry mail. Comply with the contract and stop trying to destroy the postal unions.

At Pike Annex manager, “Sir Nose” was rumored to have recently been out on sick leave due to a tick bite in the ass. Manager “Sir Nose” has his own interpretation of the NALC contract, JCAM, and other postal manuals therefore costing the USPS lots of money in grievances. Manager “Sir Nose” doesn't care it's not his money. Here is an example of the continued problem of no accountability of managers like this in the postal service. A manger who was head of postal operations in the Capital Metro Area had to resign due to allegations of sexual harassment and assault. This manager use to bombard us with articles in the Postal News Bulletin and first-class mailings to our homes about sexual harassment. Now he is accused of it. I guess this is do as I say and not as I do. The manger was allowed to resign and not get fired so he gets a hefty severance pay to depart with. Would a letter carrier been allowed to do the same thing? No way. This goes to show you there are two different justice systems in the postal service. The NALC national delegates voted unanimously “**NO Confidence**” in postmaster general Jack Potter and rightfully so. The “**Shockmaster General**” leadership hasn't been good for the USPS.

“Refuse to Struggle, you dare to lose,”

Theo Anthony,
Pike Annex

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OCTOBER 2010

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1 Pay Day 20 RED	2 RED
3 RED	4 BLACK	5 YELLOW	6 UNION MEETING union office day BLUE	7 GREEN	8 BROWN	9 BROWN
10 BROWN	11 COLUMBUS DAY HOLIDAY RE3D	12 BLACK	13 STEWARD'S MEETING union office day YELLOW	14 BLUE	15 Pay Day 21 GREEN	16 GREEN
17 GREEN	18 BROWN	19 RED	20 union office day BLACK	21 YELLOW	22 BLUE	23 BLUE
24 BLUE 31 YELLOW	25 GREEN	26 BROWN	27 EXECUTIVE BOARD MEETING union office day RED	28 BLACK	29 Pay Day 22 YELLOW	30 YELLOW

YOU COULD BE IN DEEP DOO-DOO...



IF YOU DON'T GET THE POOP FROM YOUR UNION NEWSLETTER



"What kind of givebacks did your union have to take?"