

UNITY



Dare to Struggle, Dare to Win

BRANCH 3825

2000 and 2002 National Award Winner for General Excellence

Volume 26 #4 Winter, 2007

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

President's

Report



By the time this is read, the installation of officers will have come and gone. National Business Agent, Tim Dowdy, will be the installing official on December 5, 2007. The Executive Board for 2008 will consist of four representatives from Gaithersburg, two from Germantown and nine from Rockville. We have a great group of people and it will take all of our talent and skills to keep the contract complied with due to management's relentless attacks. We will do whatever is necessary to prevail! I want to take this opportunity to thank Dominick Lignelli for serving on our Executive Board for the last 25 years. He has opted to step down after aptly representing our Branch as President, Vice President, Treasurer and being a very good Shop Steward. Thank you for your hard work and dedication to Union Letter Carriers.

Back in March of 2007 District management invoked Article 12 and withheld residual vacancies. This meant that the PTF's in our Branch were not converted to regular to fill the vacancies. The routes just sat vacant. More than 20 PTF's would have been converted to regular status! Management's rationale for this withholding of assignments was that 45 full time regulars from northern Virginia would be excessed to other cities including all of the cities represented by our Branch. On November 30 we received communication from our NBA that 45 positions had been identified in Virginia and that we should file grievances seeking to convert the PTF's to regular to fill all of our residual vacancies. This is great news for our PTF's!

Local negotiations ended on November 14. This was the time for changes in our Local Agreements/LMU's. These Local Agreements are in effect through November of 2011. Important issues such as annual leave percentages and how we

are to apply for annual leave, the method (pecking order) of selecting employees to work on holidays, Light Duty rights, how long a route will be posted for bid, when the successful bidder will be moved to the new assignment, posting routes junior to a Carrier when management abolishes an assignment, whether to post an assignment when management changes the starting time by more than an hour, and a host of other important issues. Rockville and Germantown were able to sign off on their respective Local Agreements. Copies will be made available to every Union member. The Local Agreement is going to impasse and will probably end up in arbitration for Gaithersburg. We are seeking to guarantee enough weeks for the annual leave earned for every Letter Carrier in Gaithersburg. We were facing a management staff in Gaithersburg that was nothing short of being recalcitrant! I want to thank Amy Campaign and her entire committee for their diligent efforts in Germantown and for negotiating a very good Local Agreement. I also want to thank Chuck Clark and his committee for all the time and effort put into their Local Agreement efforts and for making the appeal to impasse for Gaithersburg. Chuck Clark's team put in scores of hours which included many nights preparing strategy for their meetings with management.

Management has informed us that all documentation for FMLA must be sent directly to the two FMLA coordinators at the District office. That's right, your supervisors have been ordered to refuse any and all FMLA documentation! We will be grieving this each time. It is obvious that the spirit and intent of the Family and Medical Leave Act is being violated by management at the highest levels up to and including L'Enfant Plaza. Consider this language sent to any employee requesting FMLA, which is sent from Topeka, Kansas. "FMLA documentation must be sent or given to your local FMLA Coordinator (See attached Area/District FMLA Coordinator's address listing. Locate the appropriate FMLA Coordinator for your office.)" **THIS IS A GENERIC FORM AND IS BEING SENT OUT NATIONWIDE! THIS SHOULD BE GRIEVED BY NALC HEADQUARTERS AND EVERY BRANCH.**

We have reached escalating remedies for NON-ODL's

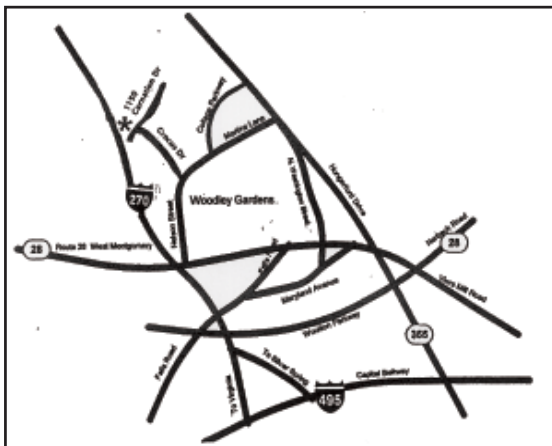
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EB Member (GBurg).....Steve Klein

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

forced to work overtime in violation of our contract in Gaithersburg, Germantown and Rockville due to repeat violations. I'm sure repetitive violations does not surprise anyone! In the city of Gaithersburg we have reached an additional 125 percent for the NON-ODL. In Germantown we just won an additional 150 percent for the NON-ODL in an arbitration case dated November 4, 2007 and in the city of Rockville we have reached an additional 175 percent for the NON-ODL.

I want to thank George Abid for the long hours he put into the Article 8 grievances out of Potomac, Maryland that resulted in huge monetary settlements for Letter Carriers!

Congratulations to Shop Steward, Mike Curley, for winning a Letter of Demand case at Step B (\$619.00) for a lost scanner! The Carrier will not have to pay one cent.

The level of discipline in some of our units borders on insanity. The Diamond Farms unit was blasted with 22 disciplinary letters, 9 of which were suspensions! At the Rockville Main Office, the Chief Shop Steward, Sergio Lemus, informed me that 18 PDI's were given which in all likelihood will result in 18 disciplinary letters. These are serious attacks on our jobs. Fortunately, we have two exceptional Shop Stewards, Hugh McElroy and Sergio Lemus to represent the members at these units.

Any and I attended the National Contract Training Conference with over 2000 brothers and sisters from all over the Country. The training was good and very democratic. At every training session any person could go to a microphone and ask any question they wanted. A question and answer packet on TE's will be sent to management and where there is agreement no grievances will have to be filed. Where we don't agree, we will be forced into the grievance procedure. This should be sent to the branches in the very near future. At the last day of training, Bill Young spoke to us for an hour on all the major issues. Then Bill Young took 2 hours of non-stop questions from the thousands in attendance, and answered each one and did a fine job. This was a great example of democracy at work within the NALC.

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

IN THE STRUGGLE,

Kenneth Lerch

CONDESCENDING DONKEYS

by

Steve Klein



It's always interesting when members of the labor community get together. The other day, I was talking to a Union official from a different part of the country. If you think we have it bad, wait till you hear what he told me about his job. The morons who run his business are squeezing the workers beyond belief. They are scheduled to start work at a later time and told to complete their duties earlier. They cannot embark on their street work because they get their products later due to management cutting employees. They are told that their workload is lighter even though it is not. His employer preaches safety while making the employees work even harder and less efficiently, so the bosses can get bigger bonuses. Due to this persons Union position, his supervisor is cutting his overtime. He believes that the supervisor hates him so much that his ability to manage efficiently, fairly, and effectively is seriously impaired. Lucky we don't work for idiots like that. We do, however have to deal with obedient, non-questioning geldings who follow the pagan god named DOIS. Some say they are not managers or supervisors, but messengers and bullies who hide behind their titles. Only a donkey would give DOIS any credence what so ever. To start off with, management does not count all of the mail. Secondly, the flats that come in from the plant (which are not counted, or measured with a ruler) are usually not down loaded into the volume for that day. Thirdly, management does not count your parcels correctly. Speaking of parcels, do your DHL Delivery Confirmation parcels get delayed daily, or is that just happening in Gaithersburg? Fourthly, no time is credited for DPS volume or any other non-cased mail onto the street time. Got 25 accountables? That's your problem. What about those office functions that you perform daily. Sorry no extra time for that. Are you getting the picture? But don't worry, you will be back on time, even if you do not scan in yourself.

Another major problem we have is THE PLANT. Ever since the purge of the Coveillo management group, the plant has undergone a major inefficiency reform. We get more unworked mail. With a reduced number of clerks in our office to work the mail, especially flats, the time for mail up has drastically increased. The flow of DPS is very uneven. To add to that, they usually put untimely bulk rate boxholders in on the heaviest days

(usually Monday). They take our equipment and leave us with nothing. Some days, a business route will have a U-cart as a parcel tub. When postal reform came to be, the post office was supposed to be run like a real business. Instead it has become a breeding ground for inefficient, ignorant, illogical, business decisions. Remember when they took some of our trucks away because they said we didn't need them? Remember when they wouldn't hire anyone? Now they have flooded our office with bodies and they don't have enough trucks for the employees to drive. This is the only business that I am aware of that does not care about the bottom line. They will hire people to reduce overtime, but end up spending more dollars on the new hires than they save on overtime. Speaking of overtime, in our installation, management is again violating Article 8. Another issue that is taking place in Gaithersburg is that management thinks that all time spent preparing for, and conducting local negotiations should be off the clock for the Union, even if they (management) are on the clock. Since we are required to take part, why should we be off the clock? We have been doing local negotiations on the clock since before I even worked for the USPS. We are the only installation in Branch 3825 that is being forced to do this. In the National Agreement, Article 5 prohibits unilateral changes and Article 17 states that stewards shall be paid for performing Union duties. But don't fret because Jerry is telling us that things are going great. He tells us that workplace environment is improving, sexual harassment is declining, safety is better, and in an issue of USPS NEWS declares this is the best place to work. Does anyone who voted for the contract feel duped? I wondered why management would agree to a contract so suddenly. We were not given the whole picture. How many ODLs would have voted for it if they had known about the T.E. issues? Management is using these people to eliminate carrier overtime, and in many cases, eliminating service (meanwhile supervisors are getting to work their days off & receive financial rewards off our work). I warned people that the COLA projections were drastically overstated because the base year was changed to 2007. The first COLA was projected to be \$114 and was actually ZERO. Don't expect any of the other projections (\$340 or more) to be much better. In fact, the current COLA is at \$21 and the projection was \$347. When we asked about the many T.E. issues in regard to Local Negotiations, we were told that they would be discussed at a national training meeting on November 16. Guess what! Local Negotiations end on November 14. Why did Bill spend huge amounts of our money on sending all carriers an unsolicited and very expensive packet on the NALC Health Benefits Plan?

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Local negotiation update on safety: Our LMOU states that we can take wash-up time before lunch, going on the street, and before leaving for the day. We wanted to add before break since people eat at break. We asked for no additional time! Management said NO! What a joke. They always preach SAFETY, but actions speak louder than words.

A new service issue just popped up. When carriers are off, or a route gets pivoted out, accountables are not taken out, and 999 and final hot case mail and parcels are left in the office due to carriers being encouraged to leave the office earlier. Carriers please be conscientious. This happens more frequently because more routes are left uncovered so the money spent on overtime is better spent on management bonuses.

I am going to end on a sad note. A postmaster in Florida was removed because his supervisors were clocking carriers off before 5:00 to increase the bonus pool. Congratulations on your promotion!

Steve Klein
20877

Vice-President's Report

Lately, we have had carriers who have had vehicle accidents and not reported them. This is a removable offense. The pressure is on and we understand that, however, accidents happen. Do not be afraid to report an accident. Failing to report an accident is far worse. Do not make a deal with anyone or give your own insurance information. The next day, invariably, that person will show up at the post office demanding their money. This has happened time and time again. If you have a vehicle accident, call your supervisor immediately and report it.

Local Negotiations are over. Rockville and Germantown have successfully negotiated and Gaithersburg is going to impasse. I would like to thank the carriers in Germantown that worked so hard on their own time to be on the LMOU committee and to help create our local. Those carriers are Doug Walker, Tim Whitfield, Tom Preston and Mike Butz. These guys were great and deserve thanks for working so hard for something that will affect all the carriers.

Ken and I are going to Las Vegas this week to attend Contract Training. We have many questions about TE's that have yet to be addressed and we are hoping that this forum will answer those questions. We also hope to bring attention to the horrendous FMLA letters that carriers have been receiving in this District and throughout the country. These FMLA letters are not only VERY poorly written but demand that the carriers jump through some hoop and then give whatever "documentation" is supposedly needed to their FMLA coordinator. There is another page attached with seven different addresses on it and the letter states that you should send it to your "appropriate FMLA Coordinator". Now how are we supposed to know

who or where our "FMLA Coordinator" is? We have always dealt with our supervisor. No one has ever sent out letters telling us that there has been a change in procedure. No one has ever told us that we have been assigned a certain person as coordinator, the steps we need to take and where that Coordinator is located. It is obviously set up to intimidate and make the whole procedure so difficult that carriers STOP using FMLA. Shame on the Post Office. How would Postmaster General Potter feel if his wife or children were being treated this way at a time when they were sick or injured? How would the bigwigs in L'Enfant feel? We give our lives and bodies to this job and deserve decent treatment and respect when we or our family members are ill or injured.

In my office, one day, a supervisor came up to me and said "did you congratulate the carrier on route 6 on his new baby boy?" I said "Wow, I didn't know his wife had the baby! When did she have it?" The supervisor said "She just called, she just had the baby" Needless to say, I was shocked and went up to the carrier and asked why he was at work. He said that he received a letter from the FMLA Coordinator denying his leave so he was in the hospital all night and left in the morning before she had the baby, to go to work. This man missed the birth of his child because he needed his job and received an official looking letter from the Post Office saying he was denied the Leave. Now, tell me that is not immoral! It makes me sick to think that this District cares so little for it's employees that it would set up a system to violate the Federal Family Medical Leave Act and treat it's employees with such disregard. It makes me sick to think of a Peon (probably a rehab employee management didn't know what else to do with...) sitting in an office that can barely read and write as can be shown from these letters which are usually illegible, denying all of the FMLA employees have requested. So far, every employee that I know that has put in for FMLA for has received a denial letter for one reason or another. Let me repeat that... EVERY EMPLOYEE THAT I KNOW THAT HAS PUT IN FOR FMLA HAS RECEIVED ONE OF THESE DENIAL LETTERS. Think about that. Are we going to let them get away with this? **NO!** The union is going to do their part by filing grievances against this practice and for the letters that are being sent that actually violate procedure and the law. **YOU** can do your part by notifying the union immediately when you receive the letter and by NOT allowing these people to intimidate you. This is a Federal law and your right; do not allow these people to prevent you from using FMLA.

As a last note, I would like to remind everyone to be conscious of the other workers around us. I am talking about the waiters/waitress's, plumbers, grocery clerks, drug store clerks, cable repairmen, truckers, etc. These people have the same stresses in their jobs that we have in ours. If they seem harried or grumpy, take a deep breath and remember your bad days at work and then cut them a break. If management can't treat the workers with dignity and respect, at least we can treat each other the way we want to be treated.

In Solidarity,

Amy Campaign

Local Disagreement



We just completed negotiations with management concerning our Local Agreement for the next four years. As you might have guessed, the most acrimonious discussions involved the availability of annual leave.

We were unable to negotiate an increase in the guaranteed number of carriers who would be approved annual leave following the completion of the Choice vacation calendar. This issue will be sent to impasse. We currently have leave approval guaranteed for only 4% of the carrier complement for other than choice leave. So it is mathematically impossible for the carriers in any of our three offices to have a realistic expectation of being able to use their annual leave benefit during a time of their choosing.

In the Montgomery Village office, following the completion of the 2007 Choice vacation calendar, there were only 40 weeks that didn't already have 4% of the carriers off on annual leave. So the 55 carriers in this office had to share 40 weeks for the use of their other than choice leave.

How is this possible? How do 55 carriers take a week of leave when there are only 40 weeks of leave available? If you are a carrier who is buddy-buddy with your supervisor, you will get your annual leave approved, even when there is already 4% off. If you are not a member of this club, your request for annual leave is likely to be marked, DISAPPROVED 2 OFF. Membership has its privileges.

Another way carriers in management's good graces get their leave approved beyond the 4% guarantee is by fabricating a story concerning why they need the leave. This is done with management's knowledge and blessing. For example, a carrier in this group needs a week off and the Choice calendar is full with 12.5 % of the carrier complement already on leave; they are told to claim they have an emergency and their leave is approved. Over the past several years there has been emergency leave approved for weeks in Florida, California, South America and the Delaware shore. As you can see the 4% cap is not a real barrier for getting your leave approved provided you're on the team and are willing to play the game.

Another problem with the current, other than choice leave program, is the inability to apply for leave any earlier than 30 days in advance of the day being requested. This makes trying to plan for your time-off problematic. Can I get a hotel and air fare on such short notice? If so, will it cost me considerably more to book than if I had been able to make reservation earlier? We were able to change the notification of approval or disapproval of our leave request from no later than 7 days prior to your day of requested leave, to 7 days following the day you applied for leave. We wanted the ability to apply for leave up to 90 days in advance. Management wants to keep the 30-day period. This is being sent to impasse. So we have gone from being able to plan for our time-off in 7 days, with the old language, to 23 days with the new language. Thanks.

We hope to achieve at impasse what we were unable to get done in our negotiations with management. We want to level the playing field regarding the use of our annual leave. We want to eliminate favoritism, as much as possible, from the equation. We want the ability to use our annual leave at a time of the year that we choose, without the need to play games with our supervisor and with enough advance notice to plan the time off. This can be achieved with a realistic number of carriers guaranteed annual leave daily. For nearly nine months of the year management has agreed to let 12.5% (June-August) and 10% (March-May and September-November) of the carriers off on Choice leave. They then offer to increase the other than choice leave from only 4% to 5%. This would perpetuate the problem, not correct the current inequity. With our request for 10% of the carrier craft guaranteed leave daily and with the ability to apply for leave 90 days in advance, we ALL could have the ability to use our annual leave in a reasonable way.

Chuck Clark

Montgomery Village



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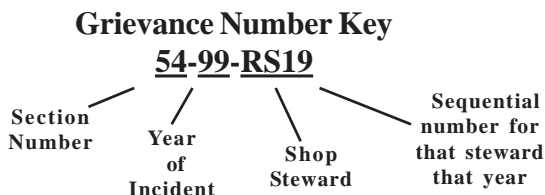
©LASBERGEN

"You get 16 hours of vacation time every day. That adds up to more than 170 vacation days a year!"

Branch Stewards & Abbreviations

MC - Mike Curley	20852
SMS - Shearly McFadden Shawn	20852
MS - Mike Shawn	20851/53
LG - Les Gaynair	20854
KL - Ken Lerch	20852
GB - Greg Brooks	20854
SL - Sergio Lemus	20850
DL - Dominick Lignelli	20850
AC - Amy Campain	20874/76
KA - Kevin Abernathy	20853/51
TAP - Tom Preston.....	20874/76
SK - Steve Klein.....	20877
CC - Chuck Clark.....	20878
CB - Clay Baldwin.....	20878
HM - Hugh McElroy, Jr.....	20879/66
CCR - Chester Crews.....	20879/66

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



The Grievance Process

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

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

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

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

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

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

GRIEVANCE SUMMARIES

Enclosed are 271 GRIEVANCE SUMMARIES ending November 27, 2007. Any grievances brought up to the Union Office after this date will appear in the next issue of Unity. Due to the tremendous amount of grievances caused by OIC Jack Felton, many of these cases date back to February of 2007!!!

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

IN THE STRUGGLE,

Kenneth Lerch

President NALC 3825

DIAMOND FARMS

1. 78-07-HM61. Informal A. Letter of Warning for failing to scan an express piece is reduced to 8 months in OPF.
2. 78-07-HM76. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.
3. 78-07-HM59. Informal A. 7 DAY SUSPENSION alleging an express mail failure (delivered after noon) is reduced to a discussion.
4. 78-07-HM77. Informal A. Letter of Warning alleging unauthorized overtime is rescinded. (Grievant called back to notify management that they could not complete the assignment in the allotted time and management told the Grievant to complete the assignment. THAT AUTHORIZES THE OVERTIME!)
5. 78-07-HM73. Informal A. Letter of Warning for casing sequenced mail is rescinded.
6. 78-07-HM72. Informal A. Letter of Warning for delivering an express mail piece after 12 noon (12:01 pm) is rescinded.
7. 78-07-HM71. Informal A. Letter of Warning for casing sequenced mail is rescinded.
8. 78-07-HM70. Informal A. Letter of Warning for casing sequenced mail is rescinded.
9. 78-07-HM79. Informal A. Letter of Warning for casing sequenced mail is rescinded.
10. 78-07-HM78. Informal A. Letter of Warning for talking on a cell phone while casing is rescinded.
11. 78-07-HM74. Informal A. Letter of Warning for not providing assistance as requested is rescinded. (This discipline letter had a due process error.)
12. 78-07-HM75. Informal A. Letter of Warning for not providing assistance as requested is rescinded. (This discipline letter had a due process error.)
13. 78-07-HM80. Informal A. Letter of Warning alleging unauthorized overtime is rescinded. (Grievant called back to notify management that they could not complete the assignment in the allotted time and management told the Grievant to complete the assignment. THAT AUTHORIZES THE OVERTIME!)
14. 78-07-CC746. PRE-ARBITRATION. Management will cease and desist the blanket policy of denying requested leave for medical appointments scheduled during work hours.
15. 78-07-HM35. Formal A. The NON-ODL Carrier is hereby paid an additional 50 percent for 2.00 hours and 2 ODL's are hereby paid a total of 2.00 hours of overtime due to management violating Article 8 Section 5G (overtime rules).

16. 78-07-HM34. Formal A. The NON-ODL Carrier is hereby paid an additional 50 percent for 75 units and 1 ODL is hereby paid 75 units of overtime due to management violating Article 8 Section 5G (overtime rules).

17. 78-07-HM33. Formal A. The NON-ODL Carrier is hereby paid an additional 50 percent for one hour and 1 ODL is hereby paid one hour of overtime due to management violating Article 8 Section 5G (overtime rules).

18. 78-07-HM29. Formal A. The NON-ODL Carrier is hereby paid an additional 50 percent for 70 units and 1 ODL is hereby paid 70 units of overtime due to management violating Article 8 Section 5G (overtime rules).

19. 78-07-HM87. Informal A. 14 DAY SUSPENSION alleging that the Grievant did not get off the clock fast enough during pm office duties is rescinded.

20. 78-07-HM60. Formal A. 4 Carriers are awarded a total of 37 hours of overtime due to inequitable distribution of overtime.

21. 78-07-HM37. Formal A. Grievant is hereby approved 1.47 hours of EAL.

22. 78-07-HM91. Informal A. Letter of Warning alleging deviation from route is reduced to 6 months in OPF.

23. 78-07-HM90. Informal A. Letter of Warning alleging an unsafe right hand turn is reduced to 6 months in OPF.

24. 78-07-HM93. Informal A. 7 DAY SUSPENSION for talking and being away from the case is rescinded.

25. 78-07-HM98. Informal A. Letter of Warning alleging that the Grievant read a newspaper for 5 minutes while waiting for mail is reduced to a discussion.

26. 78-07-HM44. Formal A. Letter of Warning for driving while on a cell phone is reduced to a discussion.

27. 78-07-HM97. Informal A. 14 DAY SUSPENSION for talking and being away from the case is reduced to a discussion.

28. 78-07-HM99. Informal A. Letter of Warning alleging deviation from route is reduced to 6 months in OPF.

29. 78-07-CFC03. Informal A. Letter of Warning for taking lunch at an unauthorized location is reduced to 6 months in OPF.

30. 78-07-HM22. PRE-ARBITRATION. Management will carefully consider every leave request even when the minimum guarantee percentage is met for incidental leave as outlined in the LMU.

31. 78-07-HM23. PRE-ARBITRATION. Management will carefully consider every leave request even when the minimum guarantee percentage is met for incidental leave as outlined in the LMU.

INSTALLATION-WIDE

1. IW-07-KL16. Good-Faith Resolution. The PTF cited by the union met the criteria of the Memorandum of Understanding concerning maximization/ Full-time Flexible. The senior PTF will be converted to a Full-time Flexible.

2. IW-07-KL17. Good-Faith Resolution. The PTF cited by the union met the criteria of the Memorandum of Understanding concerning maximization/ Full-time Flexible. The senior PTF will be converted to a Full-time Flexible.

MONTGOMERY VILLAGE

1. 79-07-CB121. Formal A. Grievant is paid 4.15 hours of overtime due to management failing to pay the Grievant 8 hours of overtime on their nonscheduled day.

2. 79-07-CB119. Formal A. Gaithersburg has a prior settlement which stipulates that a NON-ODL can only be forced to work their nonscheduled day if management puts the employee on the schedule the Wednesday before the workweek. Management breached this so the Carrier is

awarded an additional one hour of pay.

3. 79-07-CC86. Step B. 15 NON-ODL Carrier's are hereby paid an additional 75 percent for a total of 58.35 hours and 21 ODL's are hereby paid a lump sum of \$83.36 each due to management violating Article 8 Section 5G (overtime rules).

4. 79-07-CC108. Formal A. Carriers were told not to clock back in from street duties in an effort to conceal the fact that they were carrying mail past 1800. Management even swiped one of the Carrier's time badge at 1799. Resolved; Management will cease and desist falsifying clockrings and will cease and desist instructing Carriers to falsify clockrings.

5. 79-07-CC101. Formal. Management went into the TACS system and entered a one hour lunch for this Grievant. This action took away 27 units of penalty pay and 23 units of overtime pay. Resolved; The Grievant is awarded 2 hours of overtime pay.

6. 79-07-CB133. Formal A. Management will pay 232 hours of PENALTY PAY to the ODL'S due to Rural Carriers carrying City Letter Carrier mail.

7. 79-07-CC165. Formal A. 4 NON-ODL Carrier's are hereby paid an additional 100 percent for a total of 8.95 hours and 2 ODL's are hereby paid a total of 8.95 hours of additional overtime due to management violating Article 8 Section 5G (overtime rules).

8. 79-07-CC163. Formal A. 10 NON-ODL Carrier's are hereby paid an additional 100 percent for a total of 21.42 hours and 18 ODL's are hereby paid a total of 21.42 hours of additional overtime due to management violating Article 8 Section 5G (overtime rules).

9. 79-07-CC162. Formal A. One NON-ODL Carrier is hereby paid an additional 100 percent for a total of 8.00 hours and 8 ODL's are hereby paid a total of 8.00 hours of additional overtime due to management violating Article 8 Section 5G (overtime rules).

10. 79-07-CB141. Formal A. Management will pay 104.20 hours of PENALTY PAY to the ODL'S due to Rural Carriers carrying City Letter Carrier mail.

11. 79-07-CC120. Step B. Management violated Article 8 Section 5G (overtime rules). Management will pay 29 employees lump sums totaling \$2,616.13. The NON-ODL's were paid at the rate of an additional 75 percent.

12. 79-07-CC109. Formal A. 22 NON-ODL Carrier's are hereby paid an additional 75 percent for a total of 93.00 hours and 21 ODL's are hereby paid a total of 93.00 hours of additional overtime due to management violating Article 8 Section 5G (overtime rules).

13. 79-07-CC113. Step B. Management violated Article 8 Section 5G (overtime rules). Management will pay 17 employees lump sums totaling \$897.44. The NON-ODL's were paid at the rate of an additional 75 percent.

14. 79-07-CC138. Step B. Disparate treatment concerning annual leave during choice. Grievance denied.

15. 79-07-CC100. Step B. The NON-ODL is awarded 8 hours of Administrative Leave and 8 hours of overtime is awarded to the ODL's due to management violating Article 8 Section 5G (overtime rules.)

16. CB86094. ARBITRATION. Management split up the DPS by relays for vacant routes. The Union claimed that management performed craft work and wanted compensation for the ODL's. Grievance was denied.

17. CB86098. ARBITRATION. Management performed craft work and the Union was seeking compensation for the ODL's. Grievance denied as CB86094 was declared a representative case.

18. 79-07-CC155. Step B. Management started placing all sequenced mailings outside the building and instructed all Carriers to withdraw, cut the straps and load them on street time. Resolved; Grievance denied. However, the Carriers must be granted the time necessary to verify if the sequenced mailings meet the agreed upon percentages to be able to

case this mail.

POTOMAC

1. 54-07-SMS24. Formal A. 12 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 14.28 hours and ten ODL's are hereby paid a total of 14.28 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 23, 2007.

2. 54-07-SMS23. Formal A. 4 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 2.66 hours and one ODL is hereby paid a total of 2.66 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 21, 2007.

3. 54-07-SMS21. Formal A. 5 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 2.24 hours and two ODL's are hereby paid a total of 2.24 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 16, 2007.

4. 54-07-SMS19. Formal A. 4 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 9.66 hours and six ODL's are hereby paid a total of 9.66 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 12, 2007.

5. 54-07-SMS20. Formal A. 1 NON-ODL Carrier is hereby paid an additional 125 percent for a total of 1.95 hours and one ODL is hereby paid a total of 1.95 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 14, 2007.

6. 54-07-SMS22. Formal A. 3 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 5.68 hours and 5 ODL's are hereby paid a total of 5.68 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 19, 2007.

7. 54-07-LG81. Formal A. Grievant, a PTF, is hereby awarded a lump sum of \$100.00 plus an additional 50 percent for 8.94 hours due to management removing him from his opt on this day. (This is an escalating remedy due to repeat violations.)

8. 54-07-LG11. Step B. Management instructed the Grievant not to clock back in from street duties in an effort to conceal the fact that the Carrier returned from the street after 1800. Resolved; All records will be changed to accurately reflect the time the Carrier returned from the street. Management must cease and desist falsifying the clockings and must cease and desist instructing Carriers to falsify the time they return from the street.

9. 54-06-LG80. Step B. The Grievant was getting harassed by bill collectors because management failed to ensure that the Grievant's bills were paid after she suffered an injury on the job. The Station Manager told her to pay the bills and that the Postal Service would reimburse her. Resolved; Grievance denied. (This was denied by a Florida Step B team, but the City was not included in the decision. We asked the NBA to re-open the case because the Grievant was following the instructions of her Station Manager, but this was to no avail.)

10. 54-07-LG45. Step B. Grievant reported late on a snow day. Management unilaterally changed the Grievant's schedule in a slimy effort to avoid paying overtime. Resolved; Management cannot unilaterally change an employee's schedule. Grievant is paid 2.74 hours of EAL, 5.26 hours of straight pay and 1.10 hours of overtime.

11. 54-07-LG78. Step B. Grievant reported late on a snow day. Management unilaterally changed the Grievant's schedule in a slimy effort to avoid paying overtime and penalty pay. Resolved; Management cannot unilaterally change an employee's schedule. Grievant is paid 4.51 hours of EAL, 3.49 hours of straight pay, 2.00 hours of overtime and 1.99 hours of penalty pay.

12. 54-07-GAB8. Formal A. 4 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 34.98 hours and 15 ODL's are hereby paid a total of 34.98 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 21, 2007.

13. 54-07-GAB6. Formal A. 6 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 23.01 hours and 14 ODL's are hereby paid a total of 23.01 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 17, 2007.

14. 54-07-GAB1. Formal A. 4 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 27.06 hours and 15 ODL's are hereby paid a total of 27.06 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 12, 2007.

15. 54-07-GAB5. Formal A. 8 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 20.22 hours and 16 ODL's are hereby paid a total of 20.22 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 15, 2007.

16. 54-07-BMP1. Formal A. 5 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 10.04 hours and 5 ODL's are hereby paid a total of 10.04 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 6, 2007.

17. 54-07-GAB7. Formal A. 10 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 32.35 hours and 31 ODL's are hereby paid a total of 32.35 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 20, 2007.

18. 54-07-LG46. Informal A. Grievant was yelled at and the supervisor hung up on him during a call-back to notify management that he could not complete the assignment in the allotted time. We withdrew the grievance when upper management agreed to remove this supervisor from the section and move him to supervising clerks.

19. 54-07-BMP2. Formal A. 12 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 36.12 hours and 24 ODL's are hereby paid a total of 36.12 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 9, 2007.

20. 54-07-GA2. Formal A. 4 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 31.94 hours and 11 ODL's are hereby paid a total of 31.94 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 7, 2007.

21. 54-07-GAB2. Formal A. 4 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 19.48 hours and 8 ODL's are hereby paid a total of 19.48 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 14, 2007.

22. 54-07-GA16. Formal A. 2 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 2.37 hours and 2 ODL's are hereby paid a total of 2.37 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on January 26, 2007.

23. 54-07-GA28. Formal A. 3 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 3.27 hours and 2 ODL's are hereby paid a total of 3.27 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 27, 2007.

22. 54-07-GA5. Formal A. 4 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 32.79 hours and 14 ODL's are hereby paid

- a total of 32.79 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 22, 2007.
23. 54-07-GA4. Formal A. 1 NON-ODL Carrier is hereby paid an additional 125 percent for a total of 9.75 hours and 10 ODL's are hereby paid a total of 9.75 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 16, 2007.
24. 54-07-GA3. Formal A. 3 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 26.38 hours and 13 ODL's are hereby paid a total of 26.38 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 13, 2007.
25. 54-07-GA22. Formal A. 3 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 3.39 hours and 5 ODL's are hereby paid a total of 3.39 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on January 29, 2007.
26. 54-07-GA15. Formal A. 3 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 4.05 hours and 2 ODL's are hereby paid a total of 4.05 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 9, 2007.
27. 54-07-GA26. Formal A. 2 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 2.70 hours and 2 ODL's are hereby paid a total of 2.70 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 24, 2007.
28. 54-07-GA12. Formal A. 2 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 1.62 hours and 2 ODL's are hereby paid a total of 1.62 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 27, 2007.
29. 54-07-GA10. Formal A. 5 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 27.76 hours and 11 ODL's are hereby paid a total of 27.76 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 24, 2007.
30. 54-07-GA6. Formal A. 3 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 24.97 hours and 12 ODL's are hereby paid a total of 24.97 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 23, 2007.
31. 54-07-GA7. Formal A. 4 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 3.03 hours and 2 ODL's are hereby paid a total of 3.03 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 10, 2007.
32. 54-07-GA8. Formal A. 8 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 7.47 hours and 6 ODL's are hereby paid a total of 7.47 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 13, 2007.
33. 54-07-LG91. Informal A. Letter of Warning alleging that the Grievant delivered two express mail pieces after 12 noon is reduced to a discussion.
34. 54-07-LG95. Informal A. Grievant will be allotted time to pull forwards.
35. 54-07-LG103. Informal A. Grievant is awarded 1.98 hours of penalty pay due to management utilizing the Grievant on other routes and not allowing the Grievant to work 8 hours on their bid assignment.
36. 54-07-LG96. Informal A. Grievant will be allotted time to pull forwards.
37. 54-07-LG93. Informal A. Letter of Warning alleging that the Grievant delivered an express mail piece after 12 noon (12:04pm) is reduced to a discussion.
38. 54-07-LG90. Formal A. Grievant is awarded 93 units of penalty pay due to management utilizing the Grievant on other routes and not allowing the Grievant to work 8 hours on their bid assignment.
39. 54-07-LG85. Formal A. 7 DAY SUSPENSION alleging poor attendance is reduced to a Letter of Warning and further reduced to one year in OPF.
40. 54-07-GB7. Formal A. Letter of Warning alleging poor attendance is remanded to Informal A.
41. 54-07-GA14. Formal A. One NON-ODL Carrier is hereby paid an additional 125 percent for 1.16 hours and one ODL is hereby paid 1.16 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 1, 2007.
42. 54-07-GA13. Formal A. One NON-ODL Carrier is hereby paid an additional 125 percent for 2.00 hours and 3 ODL's are hereby paid a total of 2.00 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 28, 2007.
43. 54-07-GA11. Formal A. One NON-ODL Carrier is hereby paid an additional 125 percent for 76 units and one ODL is hereby paid 76 units of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 26, 2007.
44. 54-07-GA23. Formal A. One NON-ODL Carrier is hereby paid an additional 125 percent for 69 units and one ODL is hereby paid 69 units of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on January 26, 2007.
45. 54-07-GA24. Formal A. One NON-ODL Carrier is hereby paid an additional 125 percent for 40 units and one ODL is hereby paid 40 units of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 1, 2007.
46. 54-07-GA17. Formal A. One NON-ODL Carrier is hereby paid an additional 125 percent for 63 units and one ODL is hereby paid 63 units of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on January 20, 2007.
47. 54-07-GA18. Formal A. One NON-ODL Carrier is hereby paid an additional 125 percent for 49 units and one ODL is hereby paid 49 units of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on January 24, 2007.
48. 54-07-GA20. Formal A. One NON-ODL Carrier is hereby paid an additional 125 percent for 1.30 hours and one ODL is hereby paid 1.30 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on January 31, 2007.
49. 54-07-GA21. Formal A. One NON-ODL Carrier is hereby paid an additional 125 percent for 1.35 hours and 1 ODL is hereby paid a total of 1.35 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 2, 2007.
50. 54-07-GA29. Formal A. One NON-ODL Carrier is hereby paid an additional 125 percent for one hour and one ODL is hereby paid one hour of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 28, 2007.
51. 54-07-GA25. Formal A. One NON-ODL Carrier is hereby paid an additional 125 percent for 53 units and 1 ODL is hereby paid a total of 53 units of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 2, 2007.
52. 54-07-GA19. Formal A. One NON-ODL Carrier is hereby paid an additional 125 percent for 1.03 hours and one ODL is hereby paid 1.03 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on January 26, 2007.

53. 54-07-GA27. Formal A. One NON-ODL Carrier is hereby paid an additional 125 percent for 50 units and 1 ODL is hereby paid a total of 50 units of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 26, 2007.

54. 54-07-LG100. Informal A. 14 DAY SUSPENSION alleging an at-fault vehicle accident is reduced to a Letter of Warning and further reduced from two years to 3 months in OPF.

55. 54-07-LG97. Informal A. Letter of Warning alleging two missed MSP scans and working 3 hours and 42 minutes more than your DOIS projection is rescinded.

56. 54-07-GA30. Formal A. One NON-ODL Carrier is hereby paid an additional 125 percent for 9.22 hours and 1 ODL is hereby paid 9.22 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 20, 2007.

57. 54-07-LG98. Informal A. The PTF in question is awarded an additional 3.70 hours at the straight time rate because management failed to work the PTF the same hours as the regular while the PTF was on an Opt.

58. 54-07-LG102. Informal A. 7 DAY SUSPENSION alleging that the Grievant had completed the assignment early yet used 45 units of overtime is rescinded.

59. 54-07-LG117. Informal A. Letter of Warning for using unauthorized overtime, failing to complete a 3996, failing to call back to notify management that you could not complete your assignment in the allotted time and could not complete your street duties by 1800 is reduced to a discussion.

60. 54-07-LG112. Informal A. Letter of Warning for using unauthorized overtime, failing to complete a 3996, failing to call back to notify management that you could not complete your assignment in the allotted time and could not complete your street duties by 1800 is reduced to a discussion.

61. 54-07-LG116. Informal A. Letter of Warning for using unauthorized overtime, failing to complete a 3996, failing to call back to notify management that you could not complete your assignment in the allotted time and could not complete your street duties by 1800 is reduced to a discussion.

62. 54-07-LG113. Informal A. Letter of Warning for using unauthorized overtime, failing to complete a 3996, failing to call back to notify management that you could not complete your assignment in the allotted time and could not complete your street duties by 1800 is reduced to a discussion.

63. 54-07-LG101. Informal A. Letter of Demand for \$220.00 alleging a loss of a registered letter will be paid back \$25.00 per pay period.

64. 54-07-LG114. Informal A. Letter of Warning for using unauthorized overtime, failing to complete a 3996, failing to call back to notify management that you could not complete your assignment in the allotted time and could not complete your street duties by 1800 is reduced to a discussion.

65. 54-07-LG111. Informal A. Letter of Warning for using unauthorized overtime, failing to complete a 3996, failing to call back to notify management that you could not complete your assignment in the allotted time and could not complete your street duties by 1800 is reduced to a discussion.

66. 54-07-LG115. Informal A. Letter of Warning for using unauthorized overtime, failing to complete a 3996, failing to call back to notify management that you could not complete your assignment in the allotted time and could not complete your street duties by 1800 is reduced to a discussion.

67. 54-07-LG99. Formal A. Grievant, a PTF, is awarded a lump sum of \$100.00 plus an additional 50 percent for 8 hours due to management removing him from his opt for one day.

DERWOOD

1. 55-07-KA33. Step B. 7 DAY SUSPENSION alleging AWOL is rescinded. The 3971 and 3972 will be changed to reflect this.

2. 55-06-KA54. Formal A. The Letter of Demand for \$217.44 is hereby

rescinded.

3. 55-07-KA40. Formal A. The 1017-B entry (unauthorized overtime) for 25 units is hereby deleted.

4. 55-07-KA28. Formal A. Five NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 2.54 hours and an ODL is hereby paid a total of 2.54 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 16, 2007.

5. 55-07-KA27. Formal A. Six NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 5.54 hours and two ODL's are hereby paid a total of 5.54 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 15, 2007.

6. 55-07-KA6. Formal A. Three NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 3.21 hours and two ODL's are hereby paid a total of 3.21 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 13, 2007.

7. 55-07-KA4. Formal A. Two NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 1.19 hours and an ODL is hereby paid a total of 1.19 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 7, 2007.

8. 55-07-KA7. Formal A. Two NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 16.90 hours and 7 ODL's are hereby paid a total of 16.90 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 14, 2007.

9. 55-07-KA5. Formal A. Five NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 4.79 hours and 3 ODL's are hereby paid a total of 4.79 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 12, 2007.

10. 55-07-KA17. Formal A. Four NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 3.91 hours and two ODL's are hereby paid a total of 3.91 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 2, 2007.

11. 55-07-SMS1. Formal A. Management and the employees will treat each other with dignity and respect.

12. 55-07-KA35. Formal A. Management, specifically the District's FMLA Coordinator, violated the National Agreement. All FMLA requested by the Grievant is hereby changed to approved FMLA leave and the Grievant's 3971 and 3972 will reflect this change with copies provided to the Grievant and the Union.

13. 55-07-KA26. Formal A. Management, specifically the District's FMLA Coordinator, violated the National Agreement. All FMLA requested by the Grievant is hereby changed to approved FMLA leave and the Grievant's 3971 and 3972 will reflect this change with copies provided to the Grievant and the Union.

14. 55-07-KA39. Formal A. Management, specifically the District's FMLA Coordinator, violated the National Agreement. All FMLA requested by the Grievant is hereby changed to approved FMLA leave and the Grievant's 3971 and 3972 will reflect this change with copies provided to the Grievant and the Union.

GERMANTOWN

1. 74-06-AC70. Step B. The FMLA Coordinator called the Grievant's physician and harassed the physician during a 30 minute phone call!!! Resolved; No violation of the Contract. (Note* We appealed this decision through the NBA's office to no avail).

2. 74-07-AC39. Informal A. Letter of Warning alleging unauthorized overtime and an expansion of street time is rescinded.

3. 74-07-AC43. Informal A. Letter of Warning alleging a failure to take an express mail piece from the supervisor is rescinded. (Grievant didn't hear the supervisor).

4. 74-07-AC42. Informal A. Letter of Warning alleging unauthorized overtime and an expansion of street time and an unauthorized break at McDonald's is rescinded.

5. 74-07-AC41. Informal A. Letter of Warning alleging unauthorized overtime and an expansion of street time is rescinded.

6. 74-07-AC40. Informal A. Letter of Warning alleging a failure to assist the routes as assigned and returning to the office after 1800 is rescinded.

7. 74-07-KL08. Formal A. 7 DAY SUSPENSION alleging Improper Conduct on the workroom floor is rescinded.

8. 74-07-MGB3. Formal A. Management will pay the ODL 2 hours of overtime due to management performing craft work. (Labeling cluster boxes.)

9. 74-07-MGB2. Formal A. From this point forward, management personnel who deliberately falsify clockrings or instruct Carriers to falsify clockrings, will be REMOVED FROM THE POST SERVICE subject to a complete and fair scrutiny of the facts.

10. 74-07-AC17. PRE-ARBITRATION. Management violated Article 8 Section 5G (overtime rules). The ODL is awarded 1.20 hours of overtime and the NON-ODL is awarded an additional 50 percent for 1.20 hours.

11. 74-07-AC14. PRE-ARBITRATION. Management violated Article 8 Section 5G (overtime rules). Two ODL'S are awarded 1.21 hours of overtime each and two NON-ODL's are awarded an additional 50 percent for 1.21 hours.

12. 74-07-AC18. PRE-ARBITRATION. Management violated Article 8 Section 5G (overtime rules). The ODL is awarded 1.18 hours of overtime and the NON-ODL is awarded an additional 50 percent for 1.18 hours.

13. 74-07-TAP58. Formal A. Letter of Warning for casing sequenced mail is reduced to a discussion.

14. 74-07-AC46. Informal A. Management will enter FMLA into ERM'S properly and resubmit the documentation for the Grievant's FMLA.

15. 74-07-TAP57. Formal A. Letter of Warning for casing sequenced mail is reduced to a discussion.

16. 74-07-TAP53. Formal A. Grievant is awarded 4 hours of comp time due to management repeatedly denying Steward duty time.

17. 74-07-TAP50. Formal A. Management will provide information requested by the Union within 24 hours.

18. 74-07-TAP47. Formal A. Management will provide information requested by the Union within 24 hours.

19. 74-07-TAP48. Formal A. Management will provide information requested by the Union within 24 hours.

20. 74-07-MB1. Formal A. An ODL is awarded 92 units of overtime due to management utilizing a rural Carrier to deliver City Letter Carrier parcels.

21. 74-07-TAP51. Formal A. Management will provide information requested by the Union within 24 hours.

22. 74-07-TAP52. Formal A. Management will provide information requested by the Union within 24 hours.

23. 74-07-TAP59. Formal A. Management will provide information requested by the Union within 24 hours.

24. 74-07-TAP49. Formal A. Management will provide information requested by the Union within 24 hours.

25. 74-07-TAP46. Formal A. Management will provide information requested by the Union within 24 hours.

26. 74-07-TAP57. Informal A. 7 DAY SUSPENSION alleging IMPROPER CONDUCT is reduced to a discussion.

27. 74-07-AC30. ARBITRATION. Management will pay two NON-ODL'S an additional 150 percent for 2 hours for the overtime they were forced to work in violation of Article 8 and the Letter Carrier Paragraph (overtime rules.)

28. 74-07-AC47. Informal A. REMOVAL alleging a failure to report a vehicle accident is reduced to a 7 day suspension and management will not cite this discipline as a prior element in any future discipline unless it is similar in nature.

MAIN OFFICE ROCKVILLE

1. 50-2007-SL38. Formal A. The 1017-B entry (unauthorized overtime) for 1.49 hours is hereby deleted from the log.

2. 50-2007-DL51. Formal A. The 8 hours of AWOL is hereby changed to 8 hours of sick leave.

3. 50-2007-SL79. Formal A. Letter of Warning alleging that a piece of first class mail was left in the vehicle is rescinded.

4. 50-2007-SL75. Formal A. From this point forward, Management personnel who deliberately falsify clockrings or instruct Carriers to falsify clockrings, WILL BE REMOVED FROM THE POSTAL SERVICE subject to a complete and fair scrutiny of the facts.

5. 50-2007-DL54. Informal A. Letter of Warning alleging a failure to scan express mail as delivered or attempted is reduced to a discussion.

6. 50-2007-SL08. Step B. Management falsified the clockring of a Carrier who returned from street duties at 1897. Management changed the time in TACS to returning from the street at 1750. Resolved; All records will be changed to accurately reflect that the Carrier returned from the street at 1897. Management will cease and desist falsifying clockrings.

7. 50-2007-DL53. Formal A. Letter of Demand for \$106.10 for delivering express mail after 12 noon is rescinded.

8. 50-2007-DL52. Formal A. Letter of Warning alleging that the Grievant did not follow instructions and immediately clock out in the pm is reduced to 3 months in OPF.

9. 50-2007-DL57. Formal A. Letter of Warning alleging that the Postal vehicle was left unlocked at the loading dock is rescinded. (Grievant received an emergency call and had to leave.)

10. IW-07-KL7. Good-Faith Resolution. The PTF cited by the union met the criteria of the Memorandum of Understanding concerning maximization/ Full-time Flexible. The senior PTF will be converted to a Full-time Flexible.

11. 50-2007-SL102. Informal A. The Letter of Demand issued for a second time for \$106.10 for delivering express mail after noon is rescinded.

12. 50-2007-SL100. Formal A. 9 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 12.14 hours and 12 ODL's are hereby paid a total of 12.14 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 14, 2007.

13. 50-2007-SL101. Formal A. 4 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 4.13 hours and 4 ODL's are hereby paid a total of 4.13 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 27, 2007.

14. 50-2007-SL102. Formal A. 13 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 13.98 hours and 7 ODL's are hereby paid a total of 13.98 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 13, 2007.
15. 50-2007-SL105. Formal A. 2 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 94 units and 1 ODL is hereby paid a total of 94 units of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 12, 2007.
16. 50-2007-SL106. Formal A. 21 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 32.87 hours and 17 ODL's are hereby paid a total of 32.87 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 9, 2007.
17. 50-2007-SL107. Formal A. 13 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 21.93 hours and 22 ODL's are hereby paid a total of 21.93 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 20, 2007.
18. 50-2007-SL99. Formal A. Management agreed to cease and desist taking relays out of the Postal vehicles and giving this mail to other Carriers as this is craft work. We agreed to withdraw this grievance with the above understanding.
19. 50-2007-SL98. Formal A. Grievant is awarded \$17.50 due to management failing to provided 30 minutes of router time.
20. 50-2007-SL96. Formal A. Grievant is awarded \$17.50 due to management failing to provided 30 minutes of router time (again!)
21. 50-2007-SL101. Formal A. Management will pay \$150.00 to the charity of the Union's choice for failing to meet at Informal A. (Note* This is an escalating remedy due to years of repeat violations).
22. 50-2007-SL94. Formal A. The Letter of Demand for \$227.50 for failing to deliver express mail by noon is rescinded.
23. 50-2007-SL95. Formal A. Letter of Warning for failing to deliver 14 pieces of express mail by noon is reduced to 6 months in OPF.
24. 50-2007-SL97. Formal A. Grievant is awarded \$17.50 due to management failing to provided 30 minutes of router time (again!)
25. 50-2007-SL93. Formal A. The supervisor in question will treat the Grievant with dignity and respect.
26. 50-2007-SL88. Formal A. 17 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 17.71 hours and 15 ODL's are hereby paid a total of 17.71 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 5, 2007.
27. 50-2007-SL87. Formal A. 7 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 20.14 hours and 20 ODL's are hereby paid a total of 20.14 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 6, 2007.
28. 50-2007-SL111. Formal A. 19 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 37.77 hours and 23 ODL's are hereby paid a total of 37.77 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 1, 2007.
29. 50-2007-SL108. Formal A. 16 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 26.91 hours and 24 ODL's are hereby paid a total of 26.91 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 19, 2007.
30. 50-2007-SL86. Formal A. 13 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 14.62 hours and 15 ODL's are hereby paid a total of 14.62 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 7, 2007.
31. 50-2007-SL85. Formal A. 16 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 37.29 hours and 21 ODL's are hereby paid a total of 37.29 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 8, 2007.
32. 50-2007-SL89. Formal A. 15 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 37.68 hours and 26 ODL's are hereby paid a total of 37.68 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 26, 2007.
33. 50-2007-SL113. Informal A. Management refused to pay this PTF sick leave. Resolved; Grievant is hereby paid 12 hours of sick leave for the 2 days in question.
34. 50-2007-SL27. Formal A. Management, specifically the District's FMLA Coordinator, violated the National Agreement. All FMLA requested by the Grievant is hereby changed to approved FMLA leave and the Grievant's 3971 and 3972 will reflect this change with copies provided to the Grievant and the Union.
35. 50-2007-SL110. Formal A. 16 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 28.77 hours and 25 ODL's are hereby paid a total of 28.77 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 16, 2007.
36. 50-2007-DE002. Informal A. Letter of Warning for leaving a postal vehicle window partially open in the postal parking lot at night is reduced to a discussion.
37. 50-2007-DE001. Informal A. Letter of Warning alleging misdelivery of mail is reduced to a discussion.
38. 50-2007-SL120. Informal A. The PTF was not scheduled on a day he should have been on the opt. Resolved; The PTF is awarded 8 hours of straight time pay.
39. 50-2007-SL90. Formal A. 7 DAY SUSPENSION accusing the Grievant of leaving the postal vehicle unlocked on the route with mail in the vehicle on two occasions is reduced to a Letter of Warning and further reduced to one year in OPF.
40. 50-2007-SL92. Formal A. 7 DAY SUSPENSION for running into another vehicle is rescinded. (Serious due process error. Management failed to honor the Grievant's Weingarten Rights.)
41. 50-2007-SL109. Formal A. 17 NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 25.20 hours and 25 ODL's are hereby paid a total of 25.20 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 15, 2007.
42. 50-2007-SL127. Informal A. The 1017-A entry (Time disallowance) for 50 units is hereby deleted.
43. 50-2007-SL126. Informal A. Grievant is awarded an additional \$17.50 due to management failing to provide him with 30 minutes of router time.
44. 50-2007-SL121. Formal A. Management will pay the charity of the Union's choice \$150.00 for refusing to meet at Informal A within 14 days (escalating remedy due to repeat violations). A meeting will occur within 7 days with all of the management personnel at the Main Office and all the Shop Stewards and Kenneth Lerch to go over management's obligations to meet at Informal A.
45. 50-2007-SL122. Formal A. Management will pay the charity of the

Union's choice \$150.00 for refusing to meet at Informal A within 14 days (escalating remedy due to repeat violations). A meeting will occur within 7 days with all of the management personnel at the Main Office and all the Shop Stewards and Kenneth Lerch to go over management's obligations to meet at Informal A.

46. 50-2007-SL119. Formal A. The color-coded tags will not be changed so the Carriers can rotate the mail.

47. 50-2007-SL114. Formal A. The Grievant's were put on the schedule to work their designated holiday after the Tuesday before a holiday week, so both Carriers will receive holiday premium pay.

48. 50-2007-SL131. Informal A. Management will cease and desist violating the pecking order for who gets the overtime concerning Work Assignment T-6's. The Work Assignment T-6 is entitled to the overtime on the swing before an ODL.

49. 50-2007-SL133. Informal A. The NON-ODL is awarded an additional 75 percent for working over 10 hours on a regularly scheduled day plus a lump sum of \$30.00 due to repeat violations and our arbitration on this issue.

50. 50-2007-SL138. Informal A. Grievant, a T-6, did not work 8 hours on one of his routes on his swing. Therefore, management has violated Article 41 Section 1C4. Grievant is awarded an additional 50 percent for 2.46 hours since the most he worked on any one route on his swing for this day was 5.54 hours.

51. 50-2007-SL132. Formal A. The full-time regular Carrier is hereby awarded an additional 50 percent for all time worked over 12 hours for the day (13.20 hours).

52. 50-2007-SL117. Formal A. Management will cease and desist changing accurate clockrings to inaccurate clockrings. The Carrier was on street time delivering mail and management entered a falsified parcel run to conceal the fact that the Carrier was delivering mail until 1953. This type of falsification skews the data for adjusting routes and must stop immediately.

PIKEANNEX

1. 52-2007-MC74. Formal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion (no 3996 and did not call back).

2. 52-2007-MC73. Informal A. The 1.98 hours charged to annual leave is hereby changed to 1.98 hours of sick leave.

3. 52-2007-MC67. Formal. Management will reasonably and equitably consider all revised schedule requests on a case by case basis.

4. 52-2007-MC86. Informal A. Management denied the Grievant's request for sick leave for an appointment with a doctor, even though the Grievant gave management 5 days notice. We withdrew the grievance when management agreed to grant the sick leave.

5. 52-2007-MC68. Formal A. The disapproval of incidental annual leave will not be on account of the vacation leave selections or the vacation leave calendar.

6. Seven DAY SUSPENSION alleging Improper Conduct on the workroom floor will remain in the employees OPF for two years.

7. 52-2007-MC76. Informal A. Letter of Warning alleging poor attendance is reduced to 6 months in OPF.

8. 52-2007-MC77. Informal A. Letter of Warning alleging poor attendance is reduced to 6 months in OPF.

9. 52-2007-MC87. Informal A. Letter of Warning alleging poor attendance is reduced to a discussion.

10. 52-2007-MC88. Informal A. 7 DAY SUSPENSION for having a backing accident is reduced to a Letter of Warning.

11. 52-07-SMS15. Informal A. The 4.73 hours of unscheduled sick leave is hereby changed to scheduled sick leave.

12. 52-2007-MC81. Formal A. Letter of Warning alleging that the Grievant did not scan the express piece by noon is reduced to a discussion.

13. 52-2007-MC84. Formal A. Letter of Warning alleging that the Grievant did not scan the express piece by noon is reduced to a discussion.

14. 52-07-SMS9. Formal A. From this point forward, management will not require automatic medical updates every 30 days for Light Duty.

15. 52-2007-MC92. Informal A. Grievant called back to notify management that they couldn't complete the assignment in the allotted time. From this point forward, the Grievant will be treated with dignity and respect at all times including when calling back. Management will inform the Grievant to deliver the mail or bring the mail back. Performance will not be discussed on these call-backs. This can be done at a later time with a Shop Steward present.

16. 52-2007-MC75. Formal A. The four tardies will not count against the Grievant because management did not have the 3971's completed on the same day as the tardiness.

17. 52-2007-MC94. Informal A. Management will cease and desist requiring documentation for an absence for a covered FMLA condition consistent with M-01474.

18. 52-2007-MC91. Informal A. Grievant filed a grievance to be reimbursed 50 cents for having to call back to the Post Office when he could not complete his assignment in the allotted time. Management handed the Grievant 50 cents at the grievance meeting and we agreed to withdraw the grievance.

19. 52-2007-MC96. Informal A. Management will cease and desist giving Carriers job instructions when they are waiting in line to clock in.

20. 52-2007-MC97. Informal A. Letter of Warning alleging that the Grievant failed to report an injury immediately is reduced to a discussion.

21. 52-07-SMS10. Formal A. Management will ensure that employees will clock to the proper routes.

22. 52-07-SMS11. Formal A. Management will ensure that employees will clock to the proper routes.

23. 52-2007-MC47. Formal A. Management will cease and desist requiring documentation for an absence for a covered FMLA condition consistent with M-01474.

24. 52-2007-MC89. Formal A. The Grievant will have 24 hours of FMLA SLDC. (The FMLA coordinator was trying to reduce this to 16 hours!).

25. 52-2007-SMS12. Formal A. Management will cease and desist requiring documentation for an absence for a covered FMLA condition consistent with M-01474.

26. 52-07-SMS17. Formal A. Management refused to pay a Carrier 1.11 hours of penalty pay when they worked 9.11 hours on their nonscheduled day. Resolved; The Carrier is hereby paid 1.11 hours of penalty pay.

27. 52-2007-MC98. Informal A. Letter of Warning alleging unauthorized overtime is reduced to one month and 20 days in OPF.

28. 52-2007-MC97. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

29. 52-2007-MC99. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

30. 52-2007-MC100. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

31. 52-2007-MC69. Step B. Letter of Demand for \$619.00 accusing the

Grievant of losing a scanner is rescinded.

32. 52-07-SMS21. Formal A. Grievant, a NON-ODL, is awarded an additional 150 percent for 77 units and an ODL is awarded 77 units of overtime due to an Article 8.5G violation (overtime rules.)

33. 52-2007-MC23. Step B. The 32 hours of AWOL is changed to paid annual leave.

34. 52-2007-MC28. Step B. The 16 hours of AWOL is changed to paid sick leave.

35. 52-2007-MC58. Informal A. 7 DAY SUSPENSION alleging a failure to cooperate with a USPS investigation is rescinded.

36. 52-2007-MC49. Step B. 7 DAY SUSPENSION alleging unacceptable attendance is reduced to a one year review period.

37. 52-2007-MC101. Formal A. Letter of Warning alleging unauthorized overtime is rescinded. Grievant will complete 3996's and 1571's in accordance with the handbooks and manuals.

38. 52-2007-MC63. ARBITRATION. REMOVAL alleging Improper Conduct is reduced to a 14 day suspension. The Grievant shall otherwise be made whole for all lost wages and benefits.

TWINBROOK

1. 53-2007-MS41. Formal A. Grievant is paid 71 units of overtime on Friday and 2.37 hours of overtime on Saturday due to management failing to pay the Grievant 8 hours of guaranteed overtime on both of the employee's nonscheduled days! (Long Weekend).

2. 53-2007-MS63. Informal A. Grievant is awarded an additional 50 percent for 3.39 hours due to management only working this router 4.61 hours on their assignment this day.

3. 53-2007-MS65. Informal A. Management, specifically the District's FMLA Coordinator, violated the National Agreement. All FMLA requested by the Grievant is hereby changed to approved FMLA leave and the Grievant's 3971 and 3972 will reflect this change with copies provided to the Grievant and the Union. This grievance settlement supercedes any correspondence or denial of FMLA by the District's FMLA coordinator.

4. 53-07-KA44. Informal A. Letter of Warning for delivering express mail after 12 noon is rescinded.

5. 53-07-KA45. Informal A. Letter of Demand for \$16.25 for delivering express mail after 12 noon is rescinded.

6. 53-07-KA43. Informal A. Grievant is awarded 8 hours of pay due to management scheduling the Grievant off when it was not the nonscheduled day of the opt.

7. 53-2007-MS61. Formal A. A total of 50 hours of overtime is hereby awarded to four ODL's due to inequitable distribution of overtime.

8. 53-07-KA46. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is rescinded.

9. 53-07-KA47. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is rescinded.

10. 53-07-KA42. Formal A. Grievant, a PTF, is awarded an additional 8 hours of overtime due to management removing her from her opt for one day.

11. 53-2007-MS68. Formal A. Grievant, a PTF, was worked 12.25 hours which is past the maximum allowable hours in a day for a PTF (11 and a half). Grievant is awarded an additional 75 percent for all time worked past 11.50 hours plus a lump sum of \$80.00.

12. 53-2007-MS70. Informal A. Grievant is awarded 1.85 hours of overtime due to management failing to work the Grievant on her assignment

for 8 hours.

13. 53-07-KA41. Formal A. Letter of Warning alleging an at fault vehicle accident is reduced to 8 months and 25 days in OPF.

14. 53-2007-MS77. Informal A. Letter of Warning alleging that all rubber bands, personal items, etc. were not cleared from the Postal vehicle is rescinded.

15. 53-2007-MS75. Informal A. Letter of Warning alleging that all rubber bands, personal items, etc. were not cleared from the Postal vehicle is rescinded.

16. 53-2007-MS74. Informal A. Letter of Warning alleging that a vehicle door was left unlocked overnight in the empty Postal truck is rescinded.

17. 53-2007-MS76. Informal A. Letter of Warning alleging that a vehicle door was left unlocked overnight in the empty Postal truck is rescinded.

18. 53-2007-MS78. Informal A. Letter of Warning alleging that all rubber bands, personal items, etc. were not cleared from the Postal vehicle is rescinded.

19. 53-2007-MS71-A. Formal A. Grievant is awarded an additional 5 hours of paid court leave.

20. 53-2007-MS72. Informal A. 7 DAY SUSPENSION alleging 5 days of AWOL (40 hours) is reduced to 11 months and 19 days in OPF.

21. 53-2007-MS71. Formal A. Management violated the National Agreement, precedent setting Step B decision 52-2005-MC101 dated 1-3-06 and a Step 4 (M-01308) signed by William Burrus and Stephen W. Furgeson, General Manager, Grievance and Arbitration Division for the USPS. Management agrees to a second cease and desist from including disciplinary action in their grievance packages, that have been modified unless the disciplinary letter has been re-typed showing only the modified discipline or pen and ink changes so as to obscure the original disciplinary action. Future violations will result in monetary settlements.

Schedule of Union Meetings

January 2
February 6
March 5
April 2
May 7

Current Events

Local Agreement: Rockville's Local Agreement was signed off on in November 2007 by President Ken Lerch and Postmaster Katherine Harris. It is our intent to provide each Rockville member with a pocket sized copy. One major change our Rockville members should be aware of is found in B-13, regarding the Holiday schedule pecking order. The pecking order is now:

1. Part-time Flexibles
2. Full-time Volunteers by Seniority on the Designated Holidays
- 3. Transitional Employees**
4. Full-time Regular Volunteers by seniority on their N/S day.
5. Employees on the designated holiday by reverse seniority
6. Employees on their N/S day by reverse seniority

Hopefully, this will allow more of our carriers to take advantage of their contractual right to have their holidays off.

Transitional Employees: NBA Tim Dowdy graciously attended our December Branch meeting for the installation of officers and fielded questions, particularly many relating to TE's. Tim explained the National Union's strategy regarding contract negotiations, and pointed out that there will be two types of TE's; first, those replacing the casual complement in our previous contract, and then those that would be hired as the Postal Service transitions to FSS (Flat Sorting System). There is a 8% limit on FSS TE's per district.

Obviously, this is a problematic issue for our branch. We had successfully eliminated casuals in Rockville, and FSS has not arrived here, yet we do have TE's. We are also well aware that the District's view is that TE's are really here to "eliminate" overtime. So far, the TE's in Rockville have had a limited effect on overtime, but time will tell. Meanwhile, we are still waiting on written clarification on TE issues from the National.

FSS and Withholding: NBA Tim Dowdy also addressed these issues at our Branch meeting. He alluded to a Northern Virginia installation that was scheduled to start with FSS, but on the day of implementation the plan had to be scrapped due to the lack of flats sorted by the machines. We have heard that 3 of our offices in Rockville are scheduled for FSS in 2008, but no accurate information regarding either work methods or timing is now available.

The withholding of routes as a result of the implementation of FSS in our area seems to be close to a resolution. Several routes in Rockville that were allegedly withheld were nonetheless offered to PTF's who were converted as well as to an unassigned regular, which indicates to me that withholding was merely a tool to delay the conversion of PTF's to regular, rather than a serious attempt to withhold routes for regular carriers who may have been in jeopardy of losing their jobs.

With that in mind, it seems ridiculous to even consider hiring TE's. For instance, if as a result of the implementation of FSS, assignments are lost, why would you need TE's, as the regular carriers who had lost their bid assignments would now become a "supplemental" work force. It's very mysterious.

FMLA: The District's attacks on our FMLA rights continues unabated. Virtually every request for FMLA is challenged and/or denied. Except one! That's when you have an on the job injury, you don't request FMLA, and all of a sudden you get a notice from the FMLA coordinator that your FMLA request has been approved. We continue to grieve all the violations we become aware of, but we need the intervention of the National.

New Contract: By now, we've all seen the new wage increase, as well as the low COLA. We are still waiting to see at effect the TE's will have on our earning ability. These issues were not well explained prior to the vote on the contract and there is a lot of talk about a sense of "buyer's remorse" on the floor. We do have a new settlement regarding 3rd bundles for park and loop route which our NBA states "if the mailing label has any code other than "ECRWSS" delivery of that mailing on park-and-loop sections of routes will **NOT** be carried as a third bundle - it must be cased or collated with another mail bundle." Your steward should have copies of this information.

Twinbrook: My home station - Management continues to blubber about the use of overtime, after 5 PM, blah, blah blah. As I recall, it was management and the "special Ops" group that eliminated routes a few years ago, extended the remaining routes and gave us routers after the special inspections. If you want to fix the problems, enter into serious negotiations with the local union. Otherwise, why not accept the responsibility for your own decisions.

Happy New Year.

Mike Shawn
Editor, Branch 3825

Attention Letter Carriers,

Postal Management Exam is Now Open

As a Letter Carrier, have you ever wondered what the Postal Service Management Training Course is like? Perhaps you thought of going into management, via their training course. I have never been a postal supervisor and I have never played one in their training films, but after years of their abuse I have a cursory knowledge of the exam. I even have some study materials in front of me. Below there are multiple choice questions. Go ahead and see if you are management material.

What to do as a Supervisor in the following situations:

I. How to Handle Overtime:

Situation: Carrier calls in from the street, states power out in Apartment Building, wants instructions on how to proceed.

- A. Will send some help.
- B. Ask building maintenance engineer for flashlight or lantern.
- C. And why did you call?
- D. Get the Hell back by Five and hang up!

Situation: Carrier calls in from the street, can't make it back by 5:00, states the 4 shoppers are taking longer than expected.

- A. Will send some help.
- B. Bring back X amount of shoppers.
- C. Do the best you can.
- D. Get the Hell back by Five and hang up!

II. How to Handle Sick Calls:

Situation: Carrier calls in and states he won't be able to make it in today, he says his child is ill.

- A. No Problem, hope she gets better, hope to see you tomorrow.
- B. Just let us know if you need more time.
- C. Don't you have a spouse?
- D. Tell your Damn spouse to watch the rugrat!

III. How to Deal with scheduling conflicts:

Situation: Carrier needs day off for a wedding, funeral, graduation, or a bar mitzvah.

- A. Thanks for letting us know in advance, we will cover your route.
- B. No Problem, you have enough leave, better than using sick leave.
- C. We can't cover your route, sorry.
- D. No Damn way, come in a half hour early & case two routes!

IV. How to Handle an Accident Report:

Situation: Carrier calls in to inform you he was just stung by a wasp.

- A. Ask carrier if they are having an allergic reaction.
- B. Inform carrier possible first aid treatments.
- C. We warned you about bee stings in our service talks.
- D. When you get back from the street we are going to STING YOU with a Letter!

V. How to get carriers motivated to perform at their best:

- A. Encourage good working habits.
- B. Compliment & Recognize carriers for their extra effort.
- C. As a new supervisor, demand respect no matter what.
- D. At every service talk, discuss our numbers down, and then threaten them with disciplinary action, more scans, and later starting times, back earlier. Finish every talk with the threat of yellow stickers to be applied to everything!

If you answered D to all of the multiple choice questions you will have just graduated from the Postal Academy. They will instruct you to go up to the desk for your cap & gown. All of you who did not answer D will be told to return your pencil to the desk and to get the Hell back to your route!



Letter Carrier/Transitional Postal Examiner,

Larry Levy

(Pike Station)

the following is excerpted from the Part-Time Flexible Handbook compliments of Branch 3 in Buffalo, New York

Part Time Flexible Handbook

The PTF Handbook is presented as a basic primer for newly hired Letter Carriers to make them familiar with the Postal Service, their responsibilities and their Union, the National Association of Letter Carriers. Any questions about the contents of this handbook or areas not covered should be directed to the installation Shop Steward or Branch Office. When in doubt on any issue related to your employment with the Postal Service contact your NALC Representative.

WHAT IS A SHOP STEWARD? - The Shop Steward is a letter carrier who has been trained and certified by the NALC as the on site representative of all carriers within an installation. Stewards are empowered by the National agreement to investigate, present and adjust grievances in behalf of letter carriers and the Union. If a problem or issue arises the Steward should be notified immediately.

WHAT IS A PROFESSIONAL LETTER CARRIER? This is a term applied to a Letter Carrier who carries their assignment deliberately and conscientiously, observing all applicable regulations while maintaining a high level of service.

WHAT DOES SANCTITY OF THE MAIL MEAN? It means that all employees must make every effort to protect the mail entrusted to them.

ARE PTF EMPLOYEES GUARANTEED A CERTAIN NUMBER OF HOURS? PTF's are not guaranteed a fixed number of hours unless they have bid and been awarded a hold-down assignment. There is a four hour guarantee per pay period.

WHAT IS OPTING/BIDDING? PTF's may bid/opt for assignments with an expected vacancy of five (5) or more days. Seniority determines the successful bidder when there is more than one. When awarded a bid/opt assignment the PTF assumes the duty hours and non scheduled day of the assignment as if he/she was the regular carrier.

CAN PTF'S BE ON CALL? No. There is no contractual provision nor is it intended that PTF's be required to remain or call the Post Office to ascertain whether their service are needed. If a PTF is told that they must remain available for work, they are entitled to four (4) hours of pay.

HOW LONG DOES IT TAKE TO BE CONVERTED TO FULL TIME? The length of time varies widely and no one can predict how long it will take. It depends on a number of factors which are determined by specific installation. Consult with Shop Steward for further explanation. (*Ed. Note - In Rockville, we have successfully grieved converting PTFs to regular under Article 7 for the past decade.*).

HOW DO I GET HELP ON A ROUTE? If you feel that you cannot deliver all the mail in 8 hours, an employee must inform their supervisor. As a new employee to immediately discuss with the supervisor any questions or problems you may encounter and to follow whatever instructions are given. In office, ask the supervisor for PS Form 3996 if you estimate being unable to complete the assignment in the time allowed. If delays or problems arise on the route be sure to call the office as soon as you are aware that you are running late, (*Ed. Note - Rockville call back policy is by 3PM*) and follow the instructions given. Under no circumstances should you take action that is unsafe to complete an assignment. If there is a problem notify management, and let them make all decisions. Delivery proficiency improves with time and experience. Develop good work methods from the start.

They Haven't Got a Clue



I must digress. I mean it seems like the management people running this organization have no idea how to be successful. At the core of this inability to captain this postal ship the fact that most of these folks did not carry mail in the vertical case/DPS environment. Through the years I have followed nonsensical instructions of my supervisors knowing full well that there was a better more efficient way to do my job. After thirty-one years I'm throwing up my hands in defeat due to illogical stupidity on the part of management.

An example of this is the 2 month old rash of letters of demand for Express Mail failures. When I told the Postmaster that deviating to deliver Express mail or going out to deliver Express mail prior to completing casing our routes would require more overtime, she nearly fainted. Furthermore I told her, this would put carriers past five o' clock and then she was hyperventilating.

It seems like the carrier craft is taking the brunt of the Postal crap. Take the recent announcement over the loudspeaker that we now have to deliver Express Mail by 11:45 AM. WOW! Our premium service just got better. The problem is our guarantee to the customer is still 12 noon or 3 PM (yeah what happened to that - yeah, that's right: International Express Mail has a 3 PM guarantee to the customer).

Again, a manager makes a nonsensical decree, Express Mail delivery by 11:45 AM, alleging that carriers are bring down our premium service with failures. This type of unfounded attacks on carriers galls me to this day. Management should investigate the many facets of our premium service before they abuse, criticize and accuse us of being the problem for the failures.

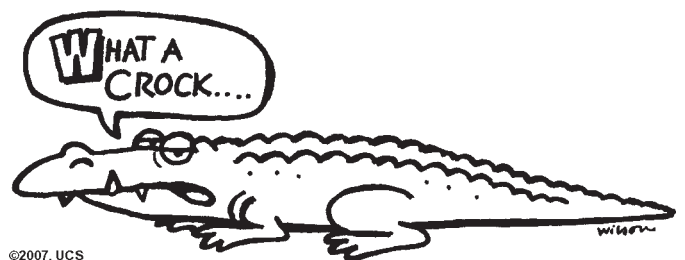
Article 28 of the National Agreement cites specific guidelines for the issuance of a Letter of Demand. The J-CAM language makes it clear that only "Wilful or Deliberate Misconduct" is a reason for claiming damages. Article 28 is designed to protect carriers

against management claims, not assist management in their deprecations. None of the Letters of Demand even alleged that it was carrier misconduct, wilful and deliberate, that caused late delivery. None of the recipients even was proven to have made a claim for a refund for failure of on-time delivery. How about that for double-dipping?

Finally, I would like to say a few words about my stepping down as a shop steward. It became increasingly apparent that I have lost touch with many of my co-workers, especially the new breed. I am old school to say the least. I believe you should follow work rules, although I would certainly criticize them if I believed they were wrong. To some of my co-workers and supervisors I am not a TEAM player. I don't believe in "saving" the Postal Service, especially the way management wants. I am a conscientious, dedicated carrier, even though I get back after 5 o' clock on many occasions. Being a shop steward is a thankless job. To those who didn't feel I did a good job, that is certainly your right. To everyone else, thanks for your support through the years. I enjoyed representing you all through the many victories.

Dom

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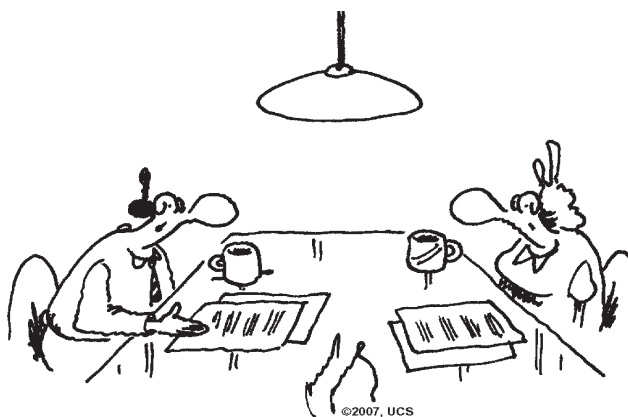
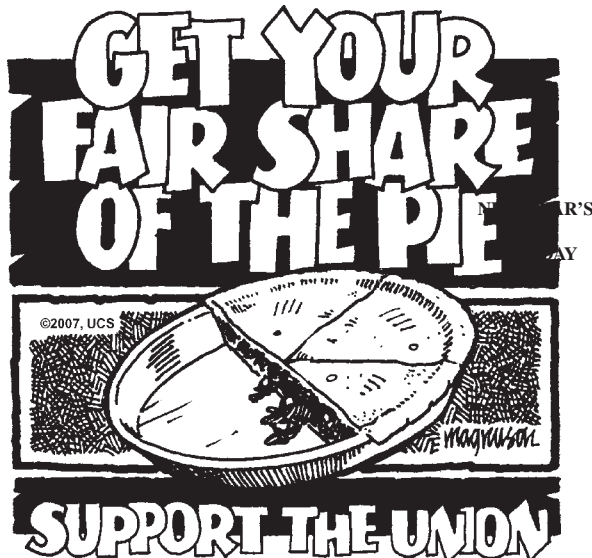


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January 2008

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



"Management will agree to employer-provided daycare on the condition that we can outsource the children for cheap labor."