

UNITY



Dare to Struggle, Dare to Win

BRANCH 3825

2000 and 2002 National Award Winner for General Excellence

Volume 28 #1 Winter, 2009

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

President's Report



On December 8, 2008 tragedy struck our branch when a sister Letter Carrier was stabbed by a lunatic when she was trying to do her job and deliver mail. She has route 5104 and carries out of the Twinbrook Post Office. The attack on her was brutal leaving her in critical condition. Thank goodness she is getting better with each passing day and our thoughts and good wishes continue to be with her. Management ordered that the rest of the route (walking) be delivered in the pitch dark even though the insane person who stabbed our sister had not been apprehended. I thought that was a particularly bad decision on the part of management.

On January 20 Barack Obama will be inaugurated as the 44th president of the United States of America. This will certainly be a breath of fresh air. Bush did everything possible to hurt the working class while giving huge tax breaks to the rich. I look forward to Obama working for positive change for the poor and the middle class. To say that this Country needs change is the understatement of the century. I am looking forward to a brighter future and a more worker-friendly Congress. Certainly the ousting of Labor secretary Elaine Chao will be a great improvement for workers and unions. This country's stature in the world improved dramatically with the Obama victory. I look forward to the Obama presidency with great optimism and hope. In fact, the Obama transition team has already met with top NALC officials and their staff.

Our National Business Agent, Tim Dowdy, installed the officers of our Branch on December 3 at the Rockville Senior Center. We had the largest turn out in the history of our Branch with 99 people attending the Installation of Officers. We also had a great discussion on the Interim Route Adjustment Process and lots of other comments and questions on the contract and worker issues. Tim Dowdy did a fine job of fielding the questions from the floor. I believe the members learned a lot at this meeting. I want to thank all the members for coming out on a cold December night for our finest meeting to date. I also want to thank the membership for electing me to represent them for another term as president. It is truly an honor to represent Letter Carriers and you can be assured that I will do my abso-

lute best to get the contract complied with and to knock out all the discipline that is being hurled at us!

As I write this the Interim Route Adjustment Process is in full swing. Derwood had two routes abolished going from 16 routes to 14. Route abolishments are planned for Germantown, Diamond Farms, Montgomery Village, Gaithersburg Main Office, Damascus, Potomac and the Pike Annex. Information is coming in daily. The final results will be discussed in the next issue of Unity.

Our Shop Stewards have been doing a tremendous job. See the Grievance Summary section of this newsletter where 293 grievances were written about. The Shop Stewards deserve appreciation and a pat on the back. Robert Weisner won approximately \$12,000.00 due to management refusing to provide router assistance when that was supposed to be a permanent adjustment to the route. Guess what? Management is now scheduling in ODL's to provide the router assistance on a daily basis! Article 8 Section 5G grievances are again on the rise in some of our units. In Rockville we have reached an ADDITIONAL 200 PERCENT FOR THE NON-ODL when management violates Article 8 Section 5G! And we are winning double time for the ODL. This results in quintuple time and a half for each hour of violation or approximately \$141.90 per hour of violation. In Gaithersburg and Germantown we have reached an additional 150 percent for the NON-ODL and for the first time ever we have achieved an escalating remedy for the NON-ODL at our Damascus Office after a positive Step B decision! And of course, we are winning overtime at the applicable rates for the ODL'S. The Shop Stewards in Gaithersburg have negotiated hundreds and hundreds of hours to the NON-ODL's and ODL'S due to overtime violations there.

Management has placed all cities represented by our Branch under withholding. This comes from Article 12 of the National Agreement. Because management plans on abolishing routes due to FSS and a reduction in mail volume, management is planning on excessing some Carriers. What does it mean when management invokes the withholding clauses of Article 12? If a route comes down with no one bidding on it, that is called a residual vacancy. Management is not required to convert the senior PTF to regular and fill the vacancy when invoking the withholding clause. The route will remain vacant until the future automated event occurs. We will be monitoring this closely and if management is abusing this section of the contract, grievances will be initiated.

We are going through a lot of turmoil now with route abolishments, rebidding routes under Article 41 Section 3 (O) and the

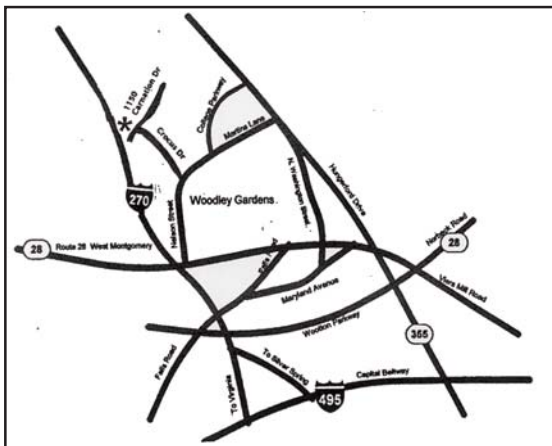
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Unity is the official newsletter of NALC Branch 3825. The purpose of this newsletter is to inform and educate our members, as well as provide a forum to exchange ideas and concerns. No responsible articles or editorial will be refused. Articles in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

Directions to the Union Meeting

Rockville Senior Center
 1150 Carnation Drive
 Rockville, MD 20850



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

tremendous amount of trumped up discipline and contract violations. But, we have a solid branch and some great people to deal with these attacks. I want to close by reprinting what long time NALC activist of our branch, Dominick Lignelli, wrote in a card that was read at our Union meeting. "I am lucky and proud to have been an active member in our branch. Our convictions and dedication to justice for all of our members was abundantly evident in all of the victories we achieved. My best to all of the officers, Shop Stewards and members of the Branch. I will miss you."

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 the number of stops on each route and detailed colored maps for every route in the country!

IN THE STRUGGLE,

Kenneth Lerch

President, NALC 3825

Schedule of Union Meetings

March 4

April 1

May 6

The Sinking Ship



As you may have heard, the postal (service) is allegedly reducing costs. In the words of PMG Potter, "...we continue to reduce work hours and other costs." I would never call Mr. Potter a liar, but here are some interesting facts. Recently, all of the high ranking postal executives got a huge raise. I heard it was well over 20%. Carriers are due to get 1.3% this September. Mr. Potter also got a performance bonus of \$135,041. The total value of his 2008 compensation package is \$857,459. Not bad for heading a company that lost \$2.8 BILLION the same year. Let's look at work hours. It is true that carrier work hours are down (along with service, coupled with increases in contract violations and grievance payouts), but supervisor hours are up. A management official told me that at least one supervisor in our installation regularly works up to 60 hours a week. He added that any hours over 40 are only paid at their straight time rate. My reply was, that equals 13.3 hours of overtime. Not bad.

Another way management is "reducing" costs is through interim route adjustments. Don't give them exclusive credit, though, because they had help from the NALC. I presume that Bill Young's intentions were honorable, but he signed off on the agreement too hastily. Brother DeCesari of Cherry Hill, N.J., Branch 6311 so eloquently confirmed my opinion in his excellent branch item article in the January edition of the Postal Record. First and foremost, why in the hell has the National told us to ignore DOIS numbers that are processed by management, then turns around and agrees to adjust our routes to them? Another big flaw in the agreement is that office time is greatly undervalued. Under-credited mail volume results in low office times. Using minimum line item credit also contributes to this and probably screws the average carrier by 15-20 minutes per day. Mail volume may be down, but office time is not, due to reduced staffing of clerks. Also, in our installation, UNWORKED mail volume is UP by 138,000 letters to SPLY. Bill, don't you think you should have looked at the total picture? One of the street values used in the process was the 3999. In my office, most were done in the summer on low volume days. The possible outcomes of this agreement are

not very pretty. Carriers will not be able to make the office times due to the above mentioned issues, street times will be longer than projected, supervisors will not be able to make their numbers, thus carriers will be disciplined for unauthorized overtime and not "casing to standards", and a hostile workplace could result. Add to that, some uninformed carriers are accusing the Union officials of being in collusion with management. Right now, in my office we are at 100% Union.

A third issue in the cost "reduction" plan is the decision to blatantly violate the contract, especially article 8. Tens of thousands of \$\$\$\$ are being paid to carriers for not working, or, in addition to working, against the wishes of those who signed the National Agreement. I have been shown a copy of the minutes of a national NAPS (supervisors)-IG (Inspector General) meeting that states, "Our members are being directed by their superiors to violate national agreements resulting in pay to craft employees of overtime that they did not work. These cash settlements, in cross-craft and Article 8 violations are costing the Postal Service millions of dollars through contract violations and not having staffing where needed. Instead of saving money it is costing more money."

Management use of discipline to show manhood is another misconstrued way to reduce "costs." When discipline is doled out, the steward and the victim are taken out of the workforce for the time to complete the "PDI" and various steps of the grievance procedure. This hurts productivity and may reduce discretionary effort in some cases. When the excessive discipline is not resolved at the lowest level, as encouraged in the EL-921 (supervisor's guide to handling grievances), the steward is again taken away from delivering mail. How does this reduce costs? These happenings violate Jerry Lane's wishes as stated in the Metro Leader of 10-01-03. He wrote, "Our objective...is...do everything possible to pre-empt issues from becoming grievances in the first place. Compliance with our national agreements is the most significant preventive measure we can take." Sounds good, Jerry but....

Steve Klein
20877

Living The Good Life...



No traffic, no schedule, no supervisors and no bumps! Greetings to all the members of Branch 3825 from warm, sunny Florida on whatever day it is. Retirement life is going well and I am keeping very busy taking care of my Mom. Playing golf is a little hit or miss but the weather is certainly a daily pleasure. I'll get back to you on whether or not I'll be getting another job. One thing for sure, I am very well versed in Oprah, Regis and Kelly, The Food Network, Jeopardy, Wheel of Fortune and Deal or No Deal. Maybe my next job will be as a chef.

Things are economically tough for many Floridians. Jobs are very scarce, the state budget is in a shambles and the future of the Space program is in serious jeopardy. If there are NASA cutbacks then the area I live in (Melbourne, Florida) will be further depressed. Our new congress and President Obama have their work cut out for them but I firmly believe that they will do their best to guide us out of these recessionary times. With all that has happened with the investment markets and retirement funds I am grateful and blessed to be a Civil Service retiree.

On that segue, Ken Lerch is retiring from the USPS on February 28. Now some of you may not recognize Ken in the letter carrier uniform, but I go back to the days at the Main Office and City 26 when Ken was carrying that monster. That was a route that never seemed to end and got tons of mail volume. Anyway, congratulations Ken on your retirement! Words could never express enough of our gratitude to you for all the incredible work you have done helping and representing carriers in Rockville for all these years. You were the reason our branch gained and kept national prominence with the National Association of Letter Carriers. You should be very proud of that accomplishment. I hope retirement is good to you and gives you some free time to enjoy life. I am sure you will continue to be dedicated to the struggle.

There is plenty I miss about being a carrier in Rockville and living in Maryland. After living in the Washington, DC area all my 55 years of life most of social life disappeared with the move. I can't tell you how much I miss the Washington Post and Sports Talk Radio. However, there is a lot I don't miss about the area and the Postal Service. Along the lines of David Letterman's Top 10 List, here is my top 10 things I don't miss about the USPS.

10. LATE STARTING TIMES - When I started way back when, 6:30 a.m. was the norm. Automation pushed that to 8, 8:30, 9 a.m. Go figure!

9. INCREDIBLE MANAGEMENT LAYERS OF UNNECESSARY NP'S - Those making up the ridiculous rules and regulations while not even understanding the job we did.

8. NEGATIVE SERVICE TALKS - How many times do you have to be told that you are doing a CRAPPY job?

7. CLUSTER BOXES ON WINDY DAYS - I cursed the inventor of those things with each gust.

6. MARRIAGE MAIL - 20 years and still going strong. I thought it would never last. Go ahead and case it for me on those windy days.

5. RIDICULOUS RULES AND REGULATIONS - Do this and don't do that. Carriers know the job and how to do it the most efficiently so let them. The one I miss the most is Back by 5!!!

4. DISCIPLINE - For the most unbelievable charges while our bosses were never held accountable for anything!

3. LYING, DICTATORIAL, CONTRACT VIOLATING..... - The frustration still gets my blood boiling. I always thought the grievances would stop the MADNESS. It didn't.

2. SLOP BUCKETS - This new millennium concoction was automation at it's very best. I loved the in order, sets of shoppers that were broken open and dumped into the buckets to help make the numbers. Just remember, casing that thin stuff doesn't take more time.

1. COLD, RAINY DAYS IN THE WINTERTIME - Throw in a little ICE and you have the worst conditions for being a carrier. Stay warm and dry up there from a transplanted Floridian.

That's it for now. To everyone, all the best in 2009. The days ahead will be very challenging. Stay strong, united and informed.

Warmest Solidarity Wishes,

Dominick Lignelli

*NEW
YEAR'S
REVOLUTIONS.....*



I am third generation Postal Service/Post Office. I've grown up with it, heard the old war stories and lived my own postal career for 26 years.....and I'm lost. I have come to a complete loss for words to describe an organization that intentionally underschedules in order to give every carrier a pivot ON CHRISTMAS EVE! I understand these are hard times, but (insert favorite exclamation here), actions like that are just incomprehensibly low, inhuman, deplorable, incredibly insensitive, unfeeling, mean, reprehensible, cold....(okay, maybe I exaggerated about being at a loss for words). I mean it just feels like beyond current economic challenges and technological changes that affect the mailstream, the Postal Service has lost all managerial focus and direction and seems content to watch itself destruct as micromanagement and local decision making gridlock tear it apart. So, while I can't say that this is really constructive criticism, I offer with my one small voice, a few New Year points for my superiors to consider. And who knows, maybe a revolution can begin:

We're delivering Express Mail service for 43 cents. Ever since former Postmaster General Marvin Runyon came to the USPS with EXFC scores, we've become self obsessed with overnight delivery of first class mail. In fact, we'll hold 50+ carriers in our office for 30 minutes of waiting time as a horrendously understaffed clerk crew works the last tray of letter mail. Sure, a couple hundred first class letters do get delivered on time, but at the cost of 25 hours at \$25/hour. Hmmm. Lets see. 200 letters delivered at an extra cost of \$625. Gee, that's only a little over \$3.12 per letter. And we wonder why we're losing money. And speaking of losing money, just how many times is a delivery confirmation scanned before it's delivered?

We don't service customers anymore. Not a hard call on this one, but it begs the question, "Just exactly who or what are we servicing?" The answer? We serve to justify automation. In the wake of recent reform, postal executives now have to trot up to Congress numerous times per year and justify their

decisions and expenditures. Since the USPS has sold almost their entire future on an automation model, including that huge white elephant that is FSS, those numbers better show up on those spreadsheets! That leads to point three.

The USPS constantly lies to itself. Actually, I'll give everyone involved a little slack here. We're talking about human nature. It happens all the time, at every level, in most every organization. I recall many years ago when I was chasing upward mobility in the Postal Service, I had a very wise Postmaster in Schuyler, Nebraska (where I first started) who told me, "Management rule number one is you're going to get yelled at every day...so get used to it." Now, no one really likes to get yelled at, so what happens? Everyone gives their bosses the numbers they want even if they have to fake it. Boss wants undertime? Simple. Underreport volume and DOIS says 'undertime.' Boss wants to make sure that DPS is capturing 95% of all letter volume? Simple. Don't move 999 volume into caseable volume and take the letters DPS rejects and throw them into the flats tubs where they probably don't get counted at all but still protect those precious DPS percentage numbers. The end result is that a true picture of the effectiveness of automation is never seen. In my wildest dreams, I hope for a Postmaster General who is willing to see that much of the implementation of the automated mailstream into delivery the Emperor's New Clothes that it is. Only self delusional managers can believe that fracturing the mailstream into multiple upon multiple bundles and having the letter carriers sort it back into one stream while on the fly during street time is efficient. Every honest professional carrier, supervisor, station manager and postmaster knows that to be true.

Craft employees can't get no respect. In fact, I'd go as far as saying that craft employees are not seen as valuable assets, but liabilities. I have an idea that, if implemented, could make the USPS millions of dollars. It would cost virtually nothing and could be initiated immediately without any modification of personnel or equipment. You'd think the USPS would be especially hungry for employee input in these trying economic times, so, I tried to submit my suggestion. Guess what? You can't submit suggestions anymore, at least not on hard copy. You have to do it on the blue network on the web via e-idea. Only problem? Craft employees don't have access to e-idea, only management does. Now just try to convince your supervisor to log on to the blue network using their logon code and let you play around on their computer. And finally...

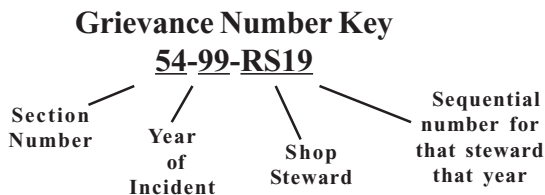
Management themselves has devalued what we do. Not just a lack of respect for what we as letter carriers do, but a lack of

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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 |
| DE - Daniel Essome | 20850 |
| AC - Amy Campain | 20874/76 |
| KA - Kevin Abernathy | 20853/51 |
| TAP - Tom Preston..... | 20874/76 |
| SK - Steve Klein..... | 20877 |
| CC - Chuck Clark..... | 20879/86 |
| CB - Clay Baldwin..... | 20879/86 |
| HM - Hugh McElroy, Jr..... | 20878 |
| CCR - Chester Crews..... | 20878 |

Alternate Stewards are Mark Hicks, Mathew Ackah, Ron Miranda & Chris Lively (Gaithersburg), Mike Butz (Germantown) & 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 293 GRIEVANCE SUMMARIES ending December 31, 2008. Any grievances brought up to the Union Office after this date will appear in the next issue of Unity.

Due to the back-log of grievances, we are currently behind on summarizing approximately 75 cases. These will appear in the next issue of Unity.

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

IN THE STRUGGLE,

Kenneth Lerch

President NALC 3825

CABIN JOHN

1. 18-08-AC1. Informal A. Letter of Warning alleging unidentified mail at the case is reduced to a discussion.
2. 18-08-AC2. Informal A. Letter of Warning alleging missed scans is reduced to a discussion.
3. 18-08-AC3. Informal A. Letter of Warning alleging unidentified mail at the case is reduced to a discussion.

DAMASCUS

1. 72-08-61ST. ARBITRATION. REMOVAL alleging a failure to come to a complete cessation of movement at a stop sign and smoking in a postal truck is rescinded, but no back pay.
2. No number. Informal A. 14 DAY SUSPENSION alleging poor attendance is rescinded.
3. 72-08-ST87. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.
4. 72-08-ST83. Informal A. Letter of Warning alleging IMPROPER CONDUCT is reduced to one year in OPF.
5. 72-08-ST55. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.
6. 72-08-AC16. Informal A. Letter of Warning alleging unidentified mail at the case and inputting assistance on the wrong route is rescinded.
7. 72-08-AC17. Informal A. Letter of Warning alleging a failure to input assistance on the correct route is rescinded.
8. 72-08-42ST. Formal A. Management will inform Carriers off the workroom floor of any 1017-B (unauthorized overtime) entries. Management will delete all 1017-B entries for the entire office.
9. 72-08-ST85. Informal A. Management will pay 4 ODL'S a total of 6.22 hours of overtime due to an article 8 violation.

10. 72-08-ST84. Informal A. Management will pay the Shop Steward 2 hours for failing to provide the Steward with adequate Union Time.

11. 72-08-ST82. Formal A. Grievant is awarded 12.50 hours of overtime due to inequitable distribution of overtime.

12. 72-08-79ST. Informal A. The two 1017-B entries (unauthorized overtime) are hereby deleted from the Grievant's 1017-B log.

13. 72-08-78ST. Informal A. The two 1017-B entries (unauthorized overtime) are hereby deleted from the Grievant's 1017-B log.

14. 72-08-AC13. Formal A. Management violated Article 15 Section 3A of the National Agreement. Management will cease and desist refusing to meet at Informal A and Formal A of the Dispute Resolution Process.

15. 72-08-65ST. Formal A. Management violated Article 15 Section 3A of the National Agreement. Management will cease and desist refusing to meet at Informal A and Formal A of the Dispute Resolution Process.

DIAMOND FARMS

1. 78-07-HM108. Formal A. 14 DAY SUSPENSION alleging "IMPROPER CONDUCT" is rescinded.

2. 78-08-HM116. Formal A. 14 DAY SUSPENSION alleging a Time Wasting Practice (talking on cell phone) is rescinded.

3. 78-07-HM127. Formal A. 14 DAY SUSPENSION alleging a failure to put a yellow dot on a notice left parcel is rescinded.

4. 78-07-HM112A. Formal A. 7 DAY SUSPENSION alleging poor attendance is rescinded.

5. 78-07-HM114. Formal A. 7 DAY SUSPENSION alleging a Time Wasting Practice (talking) is reduced to a Letter of Warning and further reduced to one year in OPF.

6. 78-08-CFC16. Informal A. Letter of Warning alleging that the Grievant cased DPS mail is reduced to 6 months in OPF.

7. 78-08-HM137. Formal A. Letter of Warning for calling in sick in on N/S day is rescinded.

8. 78-08-CFC17. Informal A. Letter of Warning for delivering express mail after 12 noon (12:01pm) is reduced to 3 months in OPF.

9. 78-08-HM135. Formal A. Letter of Warning alleging poor attendance is rescinded.

10. 78-07-HM128. Formal A. Letter of Warning alleging unauthorized overtime is rescinded.

11. 78-08-CFC14. Formal A. Letter of Warning for calling in sick in on N/S day is rescinded.

12. 78-07-HM157. Formal A. Letter of Warning alleging that the Grievant delivered International express mail after 3:00pm is rescinded.

13. 78-07-HM110. Formal A. Letter of Warning alleging poor attendance is rescinded.

14. 78-07-HM121. Formal A. Letter of Warning alleging a sleeper left in the case is rescinded.

15. 78-07-HM123. Formal A. Letter of Warning alleging a sleeper left in the case is rescinded.

16. 78-07-HM129. Formal A. Letter of Warning alleging a sleeper left in the case is rescinded.

17. 78-08-HM102. Formal A. Letter of Warning alleging that the Grievant talked on his cell phone is reduced to a discussion.

18. 78-08-HM102A. Formal A. Letter of Warning alleging that the Grievant talked on his cell phone is rescinded.

19. 78-08-CFC11. Formal A. Eight Carriers are awarded a total of 35 hours of overtime due to inequitable distribution of overtime.

20. 78-08-HM64. Formal A. Six Carriers are awarded a total of 29.50 hours of overtime due to inequitable distribution of overtime.

21. 78-07-HM83. Formal A. Management will cease and desist from instructing Carriers to drop their trays and clock off in the pm. Section 441 of the M-41 handbook will be complied with. Carriers will be given the opportunity to clear their accountable mail, separate missorts, missents and all undeliverable mail, place empty equipment in the designated area and take their wash-up time as specified in the LMU.

22. 78-08-HM02. Formal A. The parties agree that the Social and Recreation Program Committee will meet in accordance with the provisions outlined in ELM Section 615. NALC Branch 3825 designates Steve Klein to represent the Letter Carriers on this committee.

INSTALLATION-WIDE ROCKVILLE

1. IW-2008-MS03. Formal A. On the District's Cellular Telephone Policy, dated April 11, 2008, the last sentence (Cell phones with photographic capability are not to be utilized) will be removed from the policy.

Management will cease and desist calling employees on their personal phones for work-related issues. Also, having Carriers call back from the street for additional assignments and telling them to not use pay phones for these call backs, but use their cell phones instead, will stop, etc.

MONTGOMERY VILLAGE

1. TWENTY Grievances were combined into this FORMAL A settlement.

Management violated Article 8 Section 5G of the National Agreement and will pay 23 ODL'S a total of 165.78 hours of overtime. Management will pay 20 NON-ODL'S an additional 125 percent for a total of 165.78 hours.

2. 79-08-CB180. PRE-ARBITRATION. Letter of Warning alleging a failure to secure a parcel by leaving it behind a screed door is reduced to 8 months and 16 days in OPF.

3. 79-08-CC402. PRE-ARBITRATION. Letter of Warning alleging a failure to deliver 2 express mail pieces by 12 noon (12:02 and 12:04 respectively) is rescinded.

POTOMAC

1. 54-08-RW65. Informal A. REMOVAL alleging a falsification of a PS 1260 indicating that the Grievant was back in the office before 1800 when management alleged that the Grievant was back from street duties after 1800 is hereby reduced to a 14 DAY PAPER SUSPENSION.

2. 54-08-KL12. Informal A. REMOVAL alleging that the Grievant failed to notify management that the Grievant's drivers license was suspended is reduced to a 14 DAY PAPER SUSPENSION that will not be cited as a prior element in any future discipline unless the Grievant fails to notify management that their drivers license is suspended again.

3. 54-08-LG70. Informal A. REMOVAL alleging numerous days of AWOL is reduced to a 14 DAY SUSPENSION.

4. 54-08-KL13. Informal A. EMERGENCY SUSPENSION alleging that retaining the Grievant on duty may be injurious to self or others by failing to notify management that the Grievant's drivers license was suspended is reduced to one year in the Grievant's OPF with no back pay.

5. 54-08-LG32B. Formal A. EMERGENCY SUSPENSION alleging that retaining the Grievant on duty may be injurious to self or others alleging IMPROPER CONDUCT at the Post Office is hereby rescinded. The 7.16 hours of LWOP is hereby converted to 7.16 hours of annual leave.

6. 54-08-LG32A. Informal A. 14 DAY SUSPENSION alleging IMPROPER CONDUCT at the Post Office is hereby rescinded.

7. 54-08-LG44. Informal A. 7 DAY SUSPENSION alleging that the Grievant left a sleeper in the case is reduced to 6 months in OPF.

8. 54-GA6-2008. Informal A. 7 DAY SUSPENSION for failing to deliver an express mail piece before 12 noon (12:09) is reduced to a Letter of Warning and further reduced from two years to 3 months and 6 days in OPF that will not be cited as a prior element in any future discipline unless the Grievant fails to deliver express mail by 12 noon.

9. 54-GA3-2008. Informal A. 7 DAY SUSPENSION for failing to deliver an express mail piece before 1500 (1603) is reduced to a discussion.

10. 54-08-LG28. Formal A. Letter of Warning alleging poor attendance is reduced to 5 months and 24 days in OPF.

11. 54-08-LG30. Informal A. Letter of Warning alleging that the Grievant cased DPS mail is reduced to a discussion.

12. 54-08-RW06. Informal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation mail piece is rescinded.

13. 54-08-RW07. Informal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation mail piece is rescinded.

14. 54-08-LG54. Formal A. Letter of Warning alleging unauthorized overtime is reduced to 3 months in OPF. Henceforth, the Grievant will complete a 3996 and call back to the Post Office in compliance with the SOP when he can't

complete his assignment in the allotted time.

15. 54-08-LG56. Formal A. Letter of Warning alleging unauthorized overtime is reduced to 6 months in OPF. Henceforth, the Grievant will complete a 3996 and call back to the Post Office in compliance with the SOP when he can't complete his assignment in the allotted time.

16. 54-08-LG55. Formal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion. Henceforth, the Grievant will complete a 3996 and call back to the Post Office in compliance with the SOP when he can't complete his assignment in the allotted time and will move on the ETC for all assistance provided.

17. 54-GA5-2008. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

18. 54-08-LG42. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to a discussion.

19. 54-08-LG50. Informal A. Letter of Warning alleging poor attendance is reduced to 6 months in OPF.

20. 54-08-LG49. Informal A. Letter of Warning alleging that the Grievant left two sleepers in the case is reduced to 3 months in OPF.

21. 54-08-LG51. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to a discussion.

22. 54-08-LG48. Informal A. Letter of Warning alleging poor attendance is reduced to 3 months in OPF.

23. 54-08-LG46. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to a discussion.

24. 54-08-LG47. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to a discussion.

25. 54-08-LG43. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to a discussion.

26. 54-GA2-2008. Informal A. Letter of Warning for failing to deliver an express mail piece before 1500 (1630) is reduced to a discussion.

27. 54-GA4-2008. Informal A. Letter of Warning alleging poor attendance is rescinded.

28. 54-08-LG45. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to a discussion.

29. 54-GA1-2008. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

30. 54-08-LG52. Informal A. 7 DAY SUSPENSION alleging unauthorized overtime is reduced to 6 months in OPF. Henceforth, the Grievant will complete a 3996 and call back to the Post Office in compliance with the SOP when she can't complete her assignment in the allotted time.

31. 54-08-KL20. Management will change the starting time of the Grievant from 1050 to 0800 since there is work within the Grievant's restrictions, normal tour and craft. This is in compliance with the LMU.

32. 54-08-JG26. Formal A. The PTF is hereby paid 10.67 hours

of overtime due to management pulling the PTF off an opt.

33. 54-08-RW39 through 54-08-RW60. Informal A. (This combines 22 grievances). Management will pay 45 ODL'S 7.25 hours of overtime each due to management failing to provide router assistance for 2 months and ten days. This grievance settlement amounts to approximately \$12,000.00!!!!!!!

34. 54-08-RW31. Informal A. When the Station is maximized, management will post a sign on both timeclocks.

35. 54-08-RW11. Informal A. ESCALATING REMEDY. Management will pay the charity of the Union's choice \$400.00 for failing to provide information to the Union within 24 hours.

36. 54-08-LG12. Formal A. Grievant is hereby awarded 25 hours of overtime due to inequitable distribution of overtime.

37. 54-08-GAB11. Formal A. Grievant is awarded 1.50 hours of overtime due to management failing to provide the Grievant with 45 minutes of router time on two days.

38. 54-07-LG134. ARBITRATION. Grievant is granted the sick leave requested. The Grievant had requested advanced sick leave and management denied the request. Grievance sustained.

39. 54-08-KL23. Formal A. Management will pay the charity of the Union's choice \$350.00 for failing to provide information to the Union within 24 hours.

40. 54-08-KL22. Formal A. Management will pay the charity of the Union's choice \$350.00 for failing to provide information to the Union within 24 hours.

41. 54-08-RW35. Formal A. ESCALATING REMEDY. Grievant, a NON-ODL, is hereby awarded an additional 75 percent for the time worked beyond the restrictions found in Article 8 Section 5F (11.09 hours) plus a lump sum of \$30.00. A NON-ODL can't be worked over 10 hours on a regularly scheduled day or over 8 hours on a nonscheduled day.

42. 54-08-RW34. Formal A. ESCALATING REMEDY. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is hereby awarded an additional 200 percent for a total of 1.02 hours and an ODL is hereby paid a total of 1.02 hours of penalty pay. That's QUINTUPLE TIME AND A HALF!!!!

43. 54-08-LG77. Informal A. 14 DAY SUSPENSION alleging a failure to wear a seat belt in the Post Office parking lot is reduced to a 7 DAY paper SUSPENSION and further reduced from two years to one year in the Grievant's OPF.

44. 54-08-LG82. Informal A. 14 DAY SUSPENSION alleging unauthorized overtime is reduced to a Letter of Warning and further reduced to 6 months in the Grievant's OPF.

45. 54-08-LG78. Informal A. 7 DAY SUSPENSION alleging unauthorized overtime is reduced to a Letter of Warning and further reduced to one year in the Grievant's OPF.

46. 54-08-GAB23. Informal A. Letter of Warning alleging unauthorized overtime is reduced to 6 months in the Grievant's OPF.

47. 54-08-LG75. Informal A. Letter of Warning alleging

unauthorized overtime is rescinded.

48. 54-08-LG83. Informal A. Letter of Warning alleging a failure to deliver express mail by 12 noon (1502) is reduced to a discussion.

49. 54-08-LG79. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

50. 54-08-LG81. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

51. 54-08-LG84. Informal A. Letter of Warning alleging a failure to deliver express mail by 12 noon (12:12pm) is reduced to a discussion.

DERWOOD

1. 55-08-KA44. Informal A. Letter of Warning alleging a failure to scan two Delivery Confirmation pieces is reduced to a discussion.

2. 55-08-KA41. Informal A. Letter of Warning alleging a sleeper left in the case is reduced to a discussion.

3. 55-08-KA43. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation piece is reduced to a discussion.

4. 55-08-KA34. Informal A. Letter of Warning alleging unidentified mail a the case is reduced to a discussion.

5. 55-08-KA39. Informal A. Letter of Warning alleging a sleeper left in the case is reduced to a discussion.

6. 55-08-KA36. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation piece is reduced to a discussion.

7. 55-08-KA35. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation piece is reduced to a discussion.

8. 55-08-KA42. Informal A. Letter of Warning alleging a failure to scan an International express mail piece by 3:00pm is reduced to a discussion.

9. 55-08-KA22. Formal A. Management violated Article 8 Section 5G of the National Agreement and will pay an ODL 1.63 hours of overtime. Management will pay 4 NON-ODL'S an additional 175 percent for a total of 1.63 hours.

10. 55-08-KA2. Formal A. Management hereby deletes the 1017-B entry (unauthorized overtime).

11. 55-07-KA51. Formal A. Grievant is hereby paid a lump sum of \$4.80 for having to send her FMLA paperwork directly to the District's FMLA coordinator.

12. 55-08-KA20. Informal A. Management will cease and desist from delivering or picking up mail from a business or house.

13. 55-08-KA38. Informal A. ESCALATING REMEDY. Management violated Article 8 Section 5G of the National Agreement and will pay an ODL 85 units of overtime. Management will pay the NON-ODL an additional 200 percent for 85 units.

14. 55-08-KA37. Informal A. ESCALATING REMEDY. Management violated Article 8 Section 5G of the National Agreement and will pay two ODL' 1.01 hours of overtime. Management will pay 2 NON-ODL'S an additional 200 percent for a total of 1.01 hours.

15. 55-08-SMS5. Informal A. Management violated Article 8 Section 5G of the National Agreement and will pay three ODL's a total of 2.64 hours of overtime. Management will pay 3 NON-ODL'S an additional 175 percent for a total of 2.64 hours.

16. 55-08-SMS6. Informal A. Management violated Article 8 Section 5G of the National Agreement and will pay an ODL a total of 54 units of overtime. Management will pay the NON-ODL an additional 175 percent for a total of 54 units.

17. 55-08-SMS7. Informal A. Management violated Article 8 Section 5G of the National Agreement and will pay 2 ODL's a total of 1.29 hours of penalty pay. Management will pay 2 NON-ODL'S an additional 175 percent for a total of 1.29 hours.

18. 55-08-SMS8. Informal A. Management violated Article 8 Section 5G of the National Agreement and will pay an ODL a total of 81 units of overtime. Management will pay the NON-ODL an additional 175 percent for a total of 81 units.

19. 55-08-SMS10. Informal A. Letter of Warning alleging office TWP's and unauthorized overtime is reduced to a discussion. The 1017-B entry for 40 units is also rescinded.

GERMANTOWN

1. 74-08-TAP78. Informal A. Letter of Warning alleging that the Grievant failed to deliver express mail by 12 noon is rescinded.

2. 74-08-AC44. Informal A. Letter of Warning alleging that the Grievant failed to deliver express mail by 12 noon (2:35PM) is rescinded.

3. 74-08-TAP50. Formal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

4. 74-08-TAP49. Informal A. Letter of Warning alleging that the Grievant failed to deliver dated mail is reduced to 3 months in OPF.

5. 74-08-TAP48. Informal A. Letter of Warning alleging that the Grievant left outgoing mail in the vehicle is rescinded.

6. 74-08-TAP60. Formal A. Letter of Warning alleging poor attendance is rescinded.

7. 74-08-TAP63. Formal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation mail piece is rescinded.

8. 74-08-TAP74. Informal A. Letter of Warning alleging that the Grievant left sleepers in the case is rescinded.

9. 74-08-TAP75. Informal A. Letter of Warning alleging that the Grievant left sleepers in the case is rescinded.

10. 74-08-TAP76. Informal A. Letter of Warning alleging that the Grievant left sleepers in the case is rescinded.

11. 74-08-TAP77. Informal A. Letter of Warning alleging poor attendance is rescinded.

12. 74-08-TAP39. Formal A. Letter of Warning alleging IMPROPER CONDUCT is rescinded.

13. 74-08-TAP59. Informal A. Letter of Warning alleging that the Grievant refused to carry a bump is reduced to a discussion.

14. 74-08-TAP62. Formal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation mail piece is rescinded.

15. 74-08-TAP61. Formal A. Letter of Warning alleging poor attendance is rescinded.

16. 74-08-AC45. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to a discussion.

17. 74-08-AC48. Informal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation mail piece is reduced to a discussion.

18. 74-08-AC49. Informal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation mail piece is reduced to a discussion.

19. 74-08-AC44. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to a discussion.

20. 74-08-AC46. Informal A. Letter of Warning alleging that the Grievant failed to scan the hot case and failed to put the hot case red card in the correct bin is reduced to a discussion.

21. 74-08-TAP73. Informal A. Letter of Warning alleging that the Grievant failed to scan a Delivery Confirmation mail piece is rescinded.

22. 74-08-TAP38. Formal A. Management violated Article 8 Section 5G

of the National Agreement (overtime rules.) 9 NON-ODL'S are hereby awarded an additional 150 percent for a total of 8.69 hours and 2 ODL'S are hereby paid a total of 8.69 hours of overtime.

23. 74-08-AC33. PRE-ARBITRATION. On the District's Cellular Telephone Policy, dated April 11, 2008, the last sentence (Cell phones with photographic capability are not to be utilized) will be removed from the policy. Management will cease and desist calling employees on their personal phones for work-related issues. Also, having Carriers call back from the street for additional assignments and telling them to not use pay phones for these call backs, but use their cell phones instead, will stop, etc.

24. 74-08-TAP35. Formal A. Management will provide the Union with information requests within 24 hours.

25. 74-08-TAP36. Formal A. Management will provide the Union with information requests within 24 hours.

26. 74-08-TAP41. Formal A. Management will comply with the M-41 handbook Section 441 by allowing Carriers to complete their pm office duties.

27. 74-08-AC52. Informal A. Management charged four Carriers 40 hours of LWOP instead of paying them for sick leave. We agreed to withdraw this grievance when management paid the 40 hours of sick leave.

MAIN OFFICE ROCKVILLE

1. 50-08-KL30. Informal A. Removal alleging IMPROPER CONDUCT on the workroom floor and in the supervisor's office is reduced to a 14 DAY PAPER SUSPENSION that will not be

cited as a prior element unless a similar charge is levied.

2. 50-08-KL31. Informal A. Removal alleging IMPROPER CONDUCT on the workroom floor (yelling and pointing a finger in the supervisor's face) is reduced to a 14 DAY PAPER SUSPENSION that will not be cited as a prior element unless a similar charge is levied.

3. 50-08-SL48. Formal A. 14 DAY SUSPENSION alleging IMPROPER CONDUCT (quarreling with supervisor and refusing to go back to the case) is reduced to 6 months in OPF.

4. 50-08-SL83. Informal A. Letter of Warning alleging unidentified mail at case is rescinded.

5. 50-08-SL90. Informal A. Letter of Warning alleging a failure to properly set up the scanner is reduced to a discussion.

6. 50-08-SL86. Informal A. Letter of Warning alleging an at-fault vehicle accident is reduced to a discussion.

7. 50-08-SL87. Informal A. Letter of Warning alleging a falsified time on a Delivery Confirmation mail piece is reduced to a discussion.

8. 50-08-SL88. Informal A. Letter of Warning alleging improper handling of the red card concerning the hot case is reduced to a discussion.

9. 50-08-DE008. Informal A. Letter of Warning alleging a missed scan on an express mail piece is reduced to a discussion.

10. 50-08-DE010. Informal A. Letter of Warning alleging a missed scan on a Delivery Confirmation mail piece is reduced to a discussion.

11. 50-08-DE009. Informal A. Letter of Warning alleging a falsified time on a Delivery Confirmation mail piece is reduced to a discussion.

12. 50-08-DE011. Informal A. Letter of Warning alleging an at-fault vehicle accident and a failure to report the accident immediately

is reduced to a discussion.

13. 50-08-SL65. Formal A. Letter of Warning alleging that the Grievant cased a sequenced mailing is reduced to a discussion.

14. 50-08-SL85. Formal A. Letter of Warning alleging an unacceptable level of tardiness is rescinded.

15. 50-08-SL81. Formal A. Letter of Warning alleging Time

Wasting Practices in the office is reduced to a discussion.

16. 50-08-SL82. Informal A. Letter of Warning alleging a missed scan on a Delivery Confirmation mail piece is reduced to a discussion.

17. 50-08-SL76. Informal A. Letter of Warning alleging a missed scan on a Delivery Confirmation mail piece is reduced to a discussion.

18. 50-08-SL84. Informal A. Letter of Warning alleging a

failure to scan an International express mail piece by 3:00pm

is reduced to a discussion.

19. 50-08-SL78. Informal A. The Supervisor will apologize to the Grievant and henceforth will treat the Grievant with dignity and respect. Carrier's unable to complete their assignments in the allotted time will call back by 3:00 pm or as soon as they become aware that they will be unable to complete their assignment in the authorized time. Supervisor's will inform the carrier to carry the mail or bring the mail back to the Post Office. If the instruction is to carry the mail, inherent in that instruction is that the time used to carry the mail will be authorized, unless the Carrier does not have a reason for requesting the additional time.

20. 50-08-SL61. Formal A. Grievant is awarded 8 hours of Administrative Leave due to a violation of the LMU regarding annual leave.

21. 50-08-SL56. Formal A. The Topeka, Kansas FMLA letter dated May 2, 2008 violates the National Agreement. The sentence that reads; Note: If this absence is for an FMLA condition for which you are already approved, please contact your local FMLA office within 5 days of receipt of this letter. There is no handbook or manual that supports this requirement. Nor does the FMLA Act itself. The sentence that reads; "This 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".) There is no handbook or manual that supports this requirement. Nor does the FMLA Act itself. In fact, M-01635 contradicts this language. The sentence that reads; "If you are not going to hand carry your documentation, please mail to the appropriate FMLA Coordinator address cited below." There is no handbook or manual that supports this requirement. Nor does the FMLA Act itself. In fact, M-01635 contradicts this language. Management will cease and desist sending these types of FMLA letters.

22. 50-08-SL63. Formal A. Management will pay \$350.00 to the charity of the Union's choice for failing to provide information to our Union within 24 hours.

23. 50-08-SL78. Informal A. Grievant is awarded a lump sum of \$17.50 because management failed to provide him with 30 minutes of router time.

24. 50-2007-SL135. Formal A. Letter of Demand for \$ 1,285.42. Grievance was withdrawn because the Grievant signed a voluntary payroll deduction to liquidate a Postal Service debt.

25. 50-08-SL66. Formal A. Management will pay \$350.00 to the charity of the Union's choice for failing to provide information to our Union within 24 hours.

26. 50-08-DE012. Informal A. Letter of Warning alleging that the Grievant failed to check the DPS for a MHTS (Mail History Tracking System) mail piece is reduced to a discussion.

PIKE ANNEX

1. 52-2008-MC109. Formal A. 7 DAY SUSPENSION alleging unacceptable tardiness is reduced to one year in OPF.

2. 52-2008-MC94. Informal A. Letter of Warning alleging a failure to deliver express mail by 12 noon (12:36pm) is reduced to a discussion.

3. 52-2008-MC95. Informal A. Letter of Warning alleging a failure to deliver express mail by 12 noon (1:36pm) is reduced to 3 months in OPF.
4. 52-2008-MC99. Formal A. Letter of Warning alleging that the Grievant failed to follow the instruction to come back to the Post Office instead of calling back to the Post Office when he could not complete his assignment in the allotted time is reduced to a discussion.
5. 52-08-SMS58. Informal A. Letter of Warning alleging a failure to deliver express mail by 12 noon (12:26pm) is rescinded.
6. 52-2008-MC82. Formal A. Letter of Warning alleging that the Grievant talked on her cell phone is rescinded.
7. 52-2008-MC81. Formal A. Letter of Warning alleging unauthorized overtime is rescinded.
8. 52-2008-MC74. Formal A. Letter of Warning alleging an expansion of street time for part of the route is rescinded.
9. 52-08-SMS38. Formal A. Letter of Warning alleging three sleepers left in the case is reduced to 5 months and 9 days in OPF.
10. 52-2008-MC80. Formal A. Letter of Warning alleging unauthorized overtime is reduced to 4 months in OPF.
11. 52-2008-MC83. Formal A. Letter of Warning alleging unauthorized overtime is reduced to 4 months in OPF.
12. 52-2008-MC73. Formal A. Letter of Warning alleging that the Grievant talked on his cell phone is rescinded.
13. 52-08-SMS57. Informal A. Letter of Warning alleging an express mail failure is rescinded.
14. 52-2008-MC91. Informal A. Letter of Warning alleging poor attendance is reduced to one month and 9 days in OPF.
15. 52-2008-MC90. Formal A. Letter of Warning alleging poor attendance is rescinded.
16. 52-2008-MC93. Informal A. Letter of Warning alleging poor attendance is reduced to 2 months and 18 days in OPF.
17. 52-2008-MC92. Formal A. Letter of Warning alleging poor attendance is reduced to 3 months in OPF.
18. 52-2008-MC98. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation mail piece is reduced to a discussion.
19. 52-2008-MC101. Informal A. Letter of Warning alleging a failure to wear the seat belt, failure to use the turn signal and a failure to roll the window all the way up when parking is reduced to a discussion.
20. 52-2008-MC100. Informal A. Letter of Warning alleging a failure to deliver express mail by 1500 (1642) is reduced to 2 months in OPF.
21. 52-2008-MC103. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation mail piece is reduced to a discussion.
22. 52-2008-MC102. Informal A. Letter of Warning alleging that the Grievant extended his lunch by ten minutes, ate lunch at an unauthorized location and failed to scan two MSP points is reduced to a discussion.
23. 52-08-SMS69. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to two months in OPF.
24. 52-2008-MC107. Step B. Letter of Warning alleging unauthorized overtime and failing to carry a bump is rescinded.
25. 52-08-SMS43. Formal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is awarded an additional 175 percent for 1.26 hours and an ODL is awarded 1.26 hours of overtime.
26. 52-08-SMS55. Formal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is awarded an additional 175 percent for 75 units and an ODL is awarded 75 units of overtime.
27. 52-08-SMS56. Formal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is awarded an additional 175 percent for 1.18 hours and an ODL is awarded 1.18 hours of overtime.
28. 52-2008-MC64. Formal A. Escalating remedy. Management will pay the charity of the Union's choice \$150.00 due to management refusing to meet at Informal A.
29. 52-07-SMS13. Formal A. The Topeka, Kansas FMLA letter dated August 10, 2007 violates the National Agreement. The sentence that reads; Note: If this absence is for an FMLA condition for which you are already approved, please contact your local FMLA office within 5 days of receipt of this letter. There is no handbook or manual that supports this requirement. Nor does the FMLA Act itself. The sentence that reads; "This 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".) There is no handbook or manual that supports this requirement. Nor does the FMLA Act itself. In fact, M-01635 contradicts this language. The sentence that reads; "If you are not going to hand carry your documentation, please mail to the appropriate FMLA Coordinator address cited below." There is no handbook or manual that supports this requirement. Nor does the FMLA Act itself. In fact, M-01635 contradicts this language. Management will cease and desist sending these types of FMLA letters.
30. 52-2008-MC86. Formal A. Management will pay the charity of the Union's choice \$350.00 due to management failing to provide information to the Union within 24 hours.
31. 52-08-SMS51. Formal A. Management will pay the charity of the Union's choice \$150.00 due to management refusing to meet at Informal A.
32. 52-08-SMS53. Formal A. Management will pay the charity of the Union's choice \$150.00 due to management refusing to meet at Informal A.
33. 52-08-SMS52. Formal A. Management will pay the charity of the Union's choice \$150.00 due to management refusing to meet at Informal A.
34. 52-08-SMS50. Formal A. Management will pay the charity of

the Union's choice \$150.00 due to management refusing to meet at Informal A.

35. 52-08-SMS54. Formal A. Management will pay the charity of the Union's choice \$150.00 due to management refusing to meet at Informal A.

36. 52-08-SMS49. Formal A. Management will pay the charity of the Union's choice \$150.00 due to management refusing to meet at Informal A.

37. 52-2008-MC58. Formal A. Grievant will be treated with dignity and respect when calling back to the Post Office to notify management that he cannot complete his assignment in the allotted time. Grievant is hereby reimbursed 50 cents for the phone call.

38. 52-2008-MC31. Formal A. Grievant will be treated with professional courtesy when calling back to the Post Office to notify management that she cannot complete her assignment in the allotted time.

39. 52-2008-MC30. Formal A. Grievant will be treated with professional courtesy when calling back to the Post Office to notify management that she cannot complete her assignment in the allotted time. Management can ask a question concerning the nature of the call-back for instructions.

40. 52-2008-MC69. Formal A. Grievant was hit with a Letter of Demand for \$199.99. Grievance was withdrawn when management proved the Grievant signed a payroll deduction authorization to liquidate a Postal Service Indebtedness.

41. 52-2008-MC60. Memorandum of Understanding. Management will comply with M-01664. Specifically, that DOIS projections are not the sole determinant of a Carriers leaving or return time, or daily workload.

42. 52-2008-MC33. Formal A. Resolved; "Making the numbers" is not an excuse for treating employees without dignity and respect.

43. 52-2008-MC29. Formal A. Management will comply with M-01664. Specifically, that DOIS projections are not the sole determinant of a Carriers leaving or return time, or daily workload.

44. 52-2008-MC42. Formal A. The 1017-B entry (unauthorized overtime) for 14 units is hereby deleted from the 1017-B log.

45. 52-2008-MC14. Formal A. The 24 hours of AWOL/LWOP is hereby changed to FMLA/SLDC. All records will reflect this change.

46. 52-2008-MC71. Formal A. The document titled "NOTIFICATION OF OBLIGATION TO DILIGENTLY SEEK EMPLOYMENT" inserted into Removal Notices/packets will immediately cease. Management will use the language in Section 436.42(e) of the June 2007 issue of the ELM. The Union has prevailed on this issue at Step B, which is precedent setting, and in numerous other grievance resolutions. In fact, an escalating remedy is currently at \$100.00 to the charity of the Union's choice concerning this issue. Future violations of this issue will resume the escalating remedy at \$200.00 to the charity of the Union's choice. This is due to repeated violations of grievance settlements/resolutions and a precedent setting Step B on this issue.

47. 52-2008-MC46. Formal A. Grievant is awarded 8.57 hours of overtime due to inequitable distribution of overtime.

48. 52-2008-MC84. Formal A. The 1017-B entry (unauthorized overtime) for 82 units is hereby deleted from the 1017-B log.

49. 52-08-SMS39. Formal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is awarded an additional 175 percent for 1.22 hours and two ODL's are awarded a total of 1.22 hours of overtime or penalty pay as applicable.

50. 52-08-SMS40. Formal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is awarded an additional 175 percent for 34 units and an ODL is awarded 34 units of overtime.

51. 52-08-SMS41. Formal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Three NON-ODL's are awarded an additional 175 percent for a total of 2.66 hours and two ODL's are awarded a total of 2.66 hours of overtime or penalty pay as applicable.

52. 52-08-SMS42. Formal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Two NON-ODL's are awarded an additional 175 percent for a total of 2.88 hours and 3 ODL's are awarded a total of 2.88 hours of overtime or penalty pay as applicable.

53. 52-08-SMS44. Formal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Two NON-ODL'S are awarded an additional 175 percent for a total of 1.89 hours and an ODL is awarded 1.89 hours of overtime or penalty pay as applicable.

54. 52-08-SMS47. Formal A. Management will pay the charity of the Union's choice \$150.00 due to management refusing to meet at Informal A.

55. 52-08-SMS48. Formal A. Management will pay the charity of the Union's choice \$150.00 due to management refusing to meet at Informal A.

56. 52-08-SMS46. Formal A. Management will pay the charity of the Union's choice \$150.00 due to management refusing to meet at Informal A.

57. 52-2008-MC85. Formal A. The 1017-B entry (unauthorized overtime) for 19 units is hereby reduced to 4 months and 5 days and will then be deleted from the 1017-B log.

58. 52-2008-MC36. PRE-ARBITRATION. The Topeka, Kansas FMLA letter dated May 9, 2008 violates the National Agreement. The sentence that reads; Note: If this absence is for an FMLA condition for which you are already approved, please contact your local FMLA office within 5 days of receipt of this letter. There is no handbook or manual that supports this requirement. Nor does the FMLA Act itself. The sentence that reads; "This 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".) There is no handbook or manual that supports this requirement. Nor does the FMLA Act itself. In fact, M-01635 contradicts this language. The sentence that reads; "If you are not going to hand carry your documentation, please mail to the appropriate FMLA Coordinator address cited below." There is no handbook or manual that supports this requirement. Nor

does the FMLA Act itself. In fact, M-01635 contradicts this language. Management will cease and desist sending these types of FMLA letters.

59. 52-2008-MC28. Formal A. Carrier's unable to complete their assignments in the allotted time will call back by 3:00 pm or as soon as they become aware that they will be unable to complete their assignment in the authorized time. Supervisor's will inform the carrier to carry the mail or bring the mail back to the Post Office. If the instruction is to carry the mail, inherent in that instruction is that the time used to carry the mail will be authorized, unless the Carrier does not have a reason for requesting the additional time. The reason must be justifiable.

60. 52-2008-MC79. Formal A. Grievant is awarded 10 hours of overtime due to inequitable distribution of overtime.

61. 52-2008-MC78. Formal A. Grievant is awarded 7 hours of overtime due to inequitable distribution of overtime.

62. 52-08-SMS63. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Two NON-ODL'S are awarded an additional 175 percent for a total of 2.44 hours and 2 ODL'S are awarded 2.44 hours of overtime or penalty pay as applicable.

63. 52-08-SMS65. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is awarded an additional 175 percent for 1.01 hours and an ODL is awarded 1.01 hours of overtime or penalty pay as applicable.

64. 52-08-SMS64. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Two NON-ODL'S are awarded an additional 175 percent for a total of 99 units and 2 ODL'S are awarded 99 units of overtime or penalty pay as applicable.

65. 52-08-SMS66. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is awarded an additional 175 percent for 1.29 hours and an ODL is awarded 1.29 hours of overtime or penalty pay as applicable.

66. 52-08-SMS67. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is awarded an additional 175 percent for 30 units and an ODL is awarded 30 units of overtime or penalty pay as applicable.

67. 52-2008-MC88. Formal A. Grievant is awarded 1.50 hours of overtime for having to write two grievances off the clock when management denied Union time.

68. 52-08-SMS59. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Two NON-ODL's are awarded an additional 175 percent for a total of 2.67 hours and two ODL's are awarded a total of 2.67 hours of overtime or penalty pay as applicable.

69. 52-08-SMS60. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is awarded an additional 175 percent for 1.04 hours and an ODL is awarded 1.04 hours of overtime or penalty pay as applicable.

70. 52-08-SMS61. Informal A. Management violated Article 8

Section 5G of the National Agreement (overtime rules.) Two NON-ODL'S are awarded an additional 175 percent for a total of 1.69 hours and 2 ODL'S are awarded 1.69 hours of overtime or penalty pay as applicable.

71. 52-08-SMS68. Informal A. ESCALATING REMEDY. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is awarded an additional 200 percent for 1.09 hours and an ODL is awarded 1.09 hours of overtime or penalty pay as applicable.

72. 52-08-SMS62. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Two NON-ODL'S are awarded an additional 175 percent for a total of 1.22 hours and 2 ODL'S are awarded 1.22 hours of overtime or penalty pay as applicable.

73. 52-2008-MC97. Formal A. ESCALATING REMEDY. Management will pay the charity of the Union's choice \$400.00 due to management failing to provide information to the Union within 24 hours.

74. 52-2008-MC67. Formal A. Grievant was hit with a Letter of Demand. Grievance was withdrawn when management proved the Grievant signed a payroll deduction authorization to liquidate a Postal Service Indebtedness.

75. 52-08-SMS36. Informal A. Management will treat the Grievant with dignity and respect.

76. 52-2008-MC72. Formal A. In an effort to speed the Grievant up, management ordered the Carrier to leave the vehicle unsecured and not to use the mail satchel. Resolved; The above instructions are rescinded.

77. 52-2008-MC53, 52-2008-MC55 and 52-2008-MC57. Grievant is awarded \$1.50 for having to call back to the Post Office when the Grievant could not complete the assignment in the allotted time on three separate days.

78. 52-2008-MC105. Informal A. The 1017-B entry (unauthorized overtime) for 23 units is hereby deleted from the 1017-B log.

79. 52-2008-MC39. Step B. Management did not violate the contract when issuing the Grievant a Letter of Demand. The Grievant did not complete a 3074 (Waiver of Claims for the Erroneous payment of Pay).

80. 52-2008-MC114. Informal A. Letter of Warning alleging unauthorized overtime is reduced to 6 months in the Grievant's OPF from the time the Grievant returns to work.

81. 52-2008-MC115. Informal A. Letter of Warning alleging that dated mail was left at the case is reduced to 2 months in OPF.

82. 52-2008-MC106. Formal A. Letter of Warning alleging a failure to scan a Delivery Confirmation mail piece is reduced to 3 months and 26 days in OPF.

83. 52-2008-MC113. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

84. 52-08-SMS70. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case and left dated mail is reduced to two months in OPF.

TWINBROOK

1. 53-2008-MS122. Informal A. REMOVAL alleging safety infractions on the street (driving with the door open without a seat belt on and making a U-turn on a busy street) is reduced to a 14 DAY SUSPENSION that will not be cited as a prior element unless the charge is similar.

2. 53-08-KL14. Informal A. REMOVAL alleging safety infractions on the street (driving with the door open without a seat belt on) is reduced to a Letter of Warning and further reduced from two years to one year in OPF and will not be cited as a prior element unless the Grievant is charged with a safety infraction.

3. 53-2008-MS111. Formal A. 7 DAY SUSPENSION for being injured on duty is reduced to a discussion.

4. 53-2008-MS118. Formal A. Letter of Warning alleging a failure to identify all mail left at the case is reduced to a discussion.

5. 53-08-KA47. Formal A. Letter of Warning alleging that the Grievant talked on a cell phone while delivering mail is rescinded.

6. 53-08-KA30. Informal A. Letter of Warning alleging unauthorized overtime is rescinded. Also, the 1017-B entry is deleted.

7. 53-08-KA28. Informal A. Letter of Warning alleging unauthorized overtime is rescinded. Also, the 1017-B entry is deleted.

8. 53-08-KA29. Informal A. Letter of Warning alleging poor attendance is reduced to a discussion.

9. 53-08-KA33. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

10. 53-2008-MS100. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation mail piece is rescinded.

11. 53-08-RP1. Informal A. Letter of Warning alleging unauthorized overtime is rescinded. Also, the 1017-B entry is deleted.

12. 53-2008-MS119. Informal A. Letter of Warning alleging unidentified mail left at the case is rescinded.

13. 53-2008-MS102. Formal A. Letter of Warning alleging

that the Grievant took too much time between MSP scan points is reduced to a discussion.

14. 53-2008-MS107. Informal A. The Work/Assignment T-6 Carrier is hereby paid 1.17 hours of overtime because an ODL on his swing worked overtime and the W/A Carrier could have provided the assistance without going into penalty pay.

15. 53-08-KA49. Informal A. ESCALATING REMEDY. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is hereby awarded an additional 200 percent for a total of 60 units and an ODL is hereby paid a total of 60 units of overtime.

16. 53-08-KA48. Informal A. ESCALATING REMEDY. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Two NON-ODL'S are hereby awarded an

additional 200 percent for a total of 83 units and 2 ODL'S are hereby paid a total of 83 units of overtime.

17. 53-2008-MS95. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is hereby awarded an additional 175 percent for a total of 53 units and an ODL is hereby paid a total of 53 units of overtime.

18. 53-2008-MS103. Informal A. ESCALATING REMEDY. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Two NON-ODL'S are hereby awarded an additional 200 percent for a total of 91 units and 2 ODL'S are hereby paid a total of 91 units of overtime.

19. 53-2008-MS117. Formal A. Letter of Warning alleging a failure to write a begin and end date on a hold mail card marked "hold until notified" is reduced to a discussion.

20. 53-2008-MS63. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Two NON-ODL'S are hereby awarded an additional 175 percent for a total of 2.01 hours and 3 ODL'S are hereby paid a total of 2.01 hours of overtime and penalty pay as applicable.

21. 53-2008-MS69. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Three NON-ODL'S are hereby awarded an additional 175 percent for a total of 1.96 hours and 3 ODL'S are hereby paid a total of 1.96 hours of overtime and penalty pay as applicable.

22. 53-2008-MS101. Informal A. ESCALATING REMEDY. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Two NON-ODL'S are hereby awarded an additional 200 percent for a total of 96 units and 2 ODL'S are hereby paid a total of 96 units of overtime.

23. 53-2008-MS82. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Four NON-ODL'S are hereby awarded an additional 175 percent for a total of 2.60 hours and 4 ODL'S are hereby paid a total of 2.60 hours of overtime and penalty pay as applicable.

24. 53-2008-MS75. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Two NON-ODL'S are hereby awarded an additional 175 percent for a total of 1.29 hours and 2 ODL'S are hereby paid a total of 1.29 hours of overtime and penalty pay as applicable.

25. 53-2008-MS81. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) 3 NON-ODL'S are hereby awarded an additional 175 percent for a total of 1.74 hours and 3 ODL'S are hereby paid a total of 1.74 hours of overtime and penalty pay as applicable.

26. 53-2008-MS72 and 53-2008-MS73 (2 grievances combined) Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) 2 NON-ODL'S are hereby awarded an additional 175 percent for a total of 1.27 hours and 2 ODL'S are hereby paid a total of 1.27 hours of overtime and penalty pay as applicable.

27. 53-2008-MS113. Informal A. ESCALATING REMEDY. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Two NON-ODL'S are hereby awarded an additional 200 percent for a total of 1.09 hours and 2 ODL'S are hereby paid a total of 1.09 hours of overtime.

28. 53-08-KA46. Formal A. Grievant was injured carrying mail and was taken to the company doctor. Management ended the Grievant's tour at 8 hours of work even though she returned to the office after working 9.73 hours. Resolved; Grievant is awarded 1.73 hours of overtime.

29. 53-08-KA45. Formal A. Two ODL Carriers are awarded a total of 32 hours of overtime due to inequitable distribution of overtime.

30. 53-2008-MS92. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) 2 NON-ODL'S are hereby awarded an additional 175 percent for a total of 1.94 hours and 2 ODL'S are hereby paid a total of 1.94 hours of overtime and penalty pay as applicable.

31. 53-2008-MS93. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) 4 NON-ODL'S are hereby awarded an additional 175 percent for a total of 2.51 hours and 4 ODL'S are hereby paid a total of 2.51 hours of overtime and penalty pay as applicable.

32. 53-2008-MS91. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) 2 NON-ODL'S are hereby awarded an additional 175 percent for a total of 1.68 hours and 2 ODL'S are hereby paid a total of 1.68 hours of overtime and penalty pay as applicable.

33. 53-2008-MS66. Formal A. Two Carriers are awarded a total of 1.50 hours at their straight time rate due to management failing to provide router assistance.

34. 53-2008-MS30. Formal A. Management will correct the hours as follows; 80 hours of SLDC/FMLA and 32 hours AL/FMLA.

35. 53-2008-MS83. Informal A. Grievant is awarded 16 hours of overtime due to inequitable distribution of overtime.

36. 53-2008-MS86, 53-2008-MS88 and 53-2008-MS89 (3 grievances combined) Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) 9 NON-ODL'S are hereby awarded an additional 175 percent for a total of 7.90 hours and 12 ODL'S are hereby paid a total of 7.90 hours of overtime and penalty pay as applicable.

37. 53-08-KA24. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) 2 NON-ODL'S are hereby awarded an additional 175 percent for a total of 1.33 hours and 2 ODL'S are hereby paid a total of 1.33 hours of overtime and penalty pay as applicable.

37. 53-2008-MS96. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) 6 NON-ODL'S are hereby awarded an additional 175 percent for a total of 5.45 hours and 6 ODL'S are hereby paid a total of 5.45 hours of overtime and penalty pay as applicable.

38. 53-2008-MS80. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) 3 NON-ODL'S are hereby awarded an additional 175 percent for a total of 1.96 hours and 3 ODL'S are hereby paid a total of 1.96 hours of overtime and penalty pay as applicable.

39. 53-2008-MS76. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) 8 NON-ODL'S are hereby awarded an additional 175 percent for a total of 5.09 hours and 8 ODL'S are hereby paid a total of 5.09 hours

of overtime and penalty pay as applicable.

40. 53-08-KA15. Formal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is hereby awarded an additional 175 percent for 55 units and one ODL is hereby paid a total of 55 units of overtime.

41. 53-2008-MS120. Informal A. Letter of Warning alleging a failure to endorse the mail being held for a Change of Address order is rescinded.

42. 53-08-KA50. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.



what we, the Postal Service, do. Back in the old days, the mere mention of the “J” word elicited instant rebuke. How dare we call it junk mail! Yet, nowadays, references to the Postal Service being “just an advertising medium” and “evolving into just another parcel delivery company” frequently creep into discussions by management themselves. It smacks of despondency. And to be honest, I’m really tired of it.

And that brings me to my last point. I really believe that if the Postal Service survive, it’s going to be on the strength of the rank and file. It’s going to be the letter carriers, the clerks, the mail handlers – people that actually move the mail – that are going to provide the strength for this organization to keep up the standards of quality delivery, and generate the drive, creativity and inspiration needed to change this organization and prepare it for a markedly different future. Like all revolutions, let it start with us!

Michael Hotovy
Gaithersburg



"How do we get the deregulated corporate monster back in the bottle?"

National News and Us

So, here’s good news. President Barack Obama has been inaugurated, there is a worker friendly House and Senate (theoretically) and the Department of Labor is no longer under the control of business (for the last 8 years *labor* has been a misnomer). Mr. Obama’s nominee for the Secretary of Labor is Representative Hilda Solis, a pro-labor representative whose father was a Teamster’s shop steward and organizer.

President Obama in his first week in office has already signaled his support for the labor movement by rescinding several Bush era regulations and expressing his support for the Employee Free Choice Act. Congress has already passed and Mr. Obama has signed the Lily Ledbetter Fair Pay Act. Vice-President Biden has made it clear where the administration stands with his comment of “welcome back to the White House” to labor. These are all a huge change from the previous eight years.

On the economic front, things look very difficult. On the national scene jobs are now being lost on a large scale, the mortgage and credit crisis’ have had a huge impact on individuals’ pensions and savings, home values have plummeted and...well we all know the story. On the political front, the Obama administration is attempting to fast track a stimulus plan in a bipartisan manner - it remains to be seen if any Republicans will move forward. However, there are hopeful signs that the party of business will come around...

The effect of the economic news can be seen in our workplace on a daily basis. It is clear to everyone how much lighter mail now is (remember all the years when management would say mail was lighter - all that unfortunate crying of wolf did nothing to foster better labor/management relations): the lighter mail is a direct result of business not having the money to advertise.

Postmaster General Potter testified in front of the Subcommittee on Federal Financial Management (etc) on January 28 regarding our financial situation. His prepared remarks are well worth reading. Several things stand out. First, Mr. Potter’s comments regarding the “5.6 billion dollars deposited into the Postal Service Retiree Health Benefit Fund *to prefund future premium payments* (my italics).....that is particularly significant in light of the fact that *no other entity*

continued on page 18

Change for the Good



The January issue of the Postal Record has a picture of letter carriers greeting President Barack Obama in the Oval Office. This is a significant *change* from the former president who did not have an open door policy with letter carriers, let alone labor organizations that represent working men and women.

President Elect Obama's transition team has already met with NALC officers and staff to discuss many issues facing letter carriers and their families. Before President Elect Obama is sworn in as our 44th President, his transition team is already sitting down with letter carriers and listening to our concerns on issues important to us. President Young described the meeting as a "breath of fresh air" compared to the previous eight years that we were ignored.

The next February Issue of the Postal Record will honor letter carriers who have contributed to the **Committee on Letter Carriers Political Education** (COLCPE) fund. These letter carriers have taken a lead in the fight to protect to good wages and benefits that we have fought so hard for. I hope your name is on that list. You can contribute to COLCPE by going on line at: www.liteblue.usps.gov.

The following Branch 3825 leaders have taken the lead by contributing to COLCPE. They understand the importance of electing pro-letter carrier candidates and the difference we make when we combine our resources. They are: **Chuck Clark, Mike Curley, Mike "Magic" Hotovy, Ken Lerch, Dave Matthews, Hugh McElroy, Shearly McFadden Shawn, Martin Reid, Walt Tubbs** and **Phil Shackelford**. Don't be left out, contribute to today and help protect your **job, benefits, health care, retirement, sick leave** and **vacation** that other workers wish they had.

The middle class in America is vanishing and working men and women are struggling to make ends meet. We need unions to protect our health care, retirement and job security.

The **Employee Free Choice Act (EFCA)** is a bill before Congress that will level the playing field for employees and restore workers freedoms to organize unions. It is a tool to help workers organize to protect the same freedoms and

benefits we take for granted. Approximately 12% of the American work force is organized. More than 50 million workers say they would join a union if given the opportunity. Unfortunately, employers continue to block this effort through intimidation and harassment. Workers are normally threatened or fired when they attempt to organize.

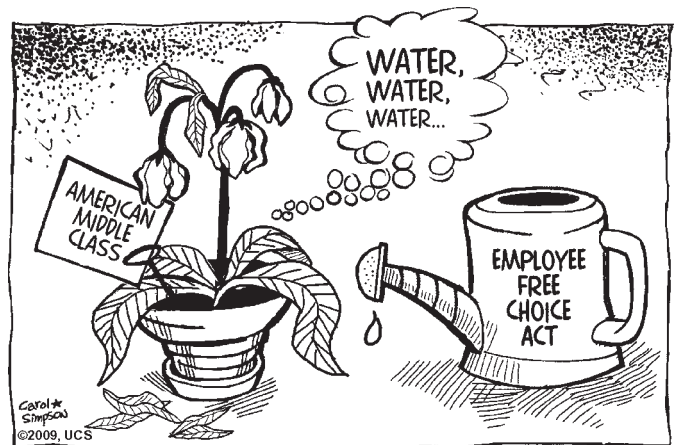
EFCA eliminates road blocks that make organizing workers difficult. It would implement a card check program that would simplify the authorization for unions to bargain on behalf of workers. It would also speed up the time necessary to begin the bargaining process and implement a mediation process if an agreement cannot be reached. It would also stiffen the penalties on employers when they threaten workers from exercising their rights to organize.

When we increase the number of workers that have union representation, the middle class will grow and poverty rates will decrease. Through better paying jobs and health benefits, we can continue to grow the labor movement and increase our effectiveness in the legislative and political arena.

By the time you receive **Unity**, President Obama will be hard at work implementing the *changes* necessary to turn this country around and lift up working men and women in the process. His nomination of Rep. Hilda Solis as Secretary of Labor is an important first step. We all to help implement the changes necessary to begin the process of *change* this country so desperately needs. Can we make a difference? "**Yes We Can!**"

Hugh McElroy
Mutual Benefits Rep.

Hugh McElroy is also the President of the Maryland and DC state Association of Letter Carriers.



- *public or private*- is required to prepay this health benefit obligation at these extremely high levels.” This is an area where the NALC is in agreement with Mr. Potter. It should be noted that the national media barely touched upon this issue - the one most crucial to our financial well being.

The national media did focus on Mr. Potter’s comments regarding the elimination of six day a week delivery. Mr Potter’s exact remarks were “it could become necessary to **temporarily** reduce mail delivery to five days a week” - this is six day a week became unaffordable. I believe what should concern us more is Mr. Potter’s request to open talks with both national unions to “*begin talks now to create needed levels of workforce flexibility.*”

Ideally, Congress will authorize a suspension or lowering of our payments into the prefunding payments, and the Postal Service will be on a more secure economic footing during the course of this recession. It is hard to believe that this Congress would be complicit in the elimination of jobs rather than take that particular route.

I recommend that you see your shop steward to review Mr. Potter’s remarks for yourself.

Interim Route Adjustments

There is a widespread perception that the NALC’s agreement with the Post Office to engage in the joint interim route adjustments is a sellout. While there are serious problems with this method, it should also be looked at in the context of how inspections (and special inspections) are generally conducted.

It is the rare carrier who is able to make the normal route inspection process work for him even under optimal conditions. The problems we generally face are things like management scheduling inspections during light volume periods, the routine creation of alleged “time wasting practises” by unscrupulous route inspectors, and the inability of carriers to keep track of line item deductions on their 1838s.

Some of the same issues that are problematic in the interim route adjustment program are the same in the regular process, most noticeably the office time issue. Remember, during a regular inspection, management has the option to choose the shorter of two times, your demonstrated time on inspection or standard time.

In the interim process, your office time is determined by a volume measurement. The obvious problems are whether it’s accurate and/or meaningful, the less obvious problem is the way it legitimizes DOIS as a way of establishing our office times. Nonetheless, the interim process gives us an advantage when it comes to maintaining our street times - there is no examiner with you trying to find ways to cut your street time.

Unfortunately, one of the things that we can see from the data is that carriers still haven’t caught on to the fact that street time is the main issue. On mounted routes when multiple bundles are carried, the overwhelming majority of routes I saw did not extend their street time, but their office time noticeably expanded. What this means is they cased the third bundles and lost the office time (because they were “over” standards) and as a result, the routes lost real hours of work - often several times a week. If carriers worked every day with the knowledge that they should carry like they are on inspection it would help this process immeasurably. Casing sequenced mail and DPS, lacing mail, unloading on office time combined with the lower volumes the new economy has brought us- these are the reasons we are losing positions.

The process definitely isn’t perfect, and I’m hearing now that, in the typical management spirit, if an office is “over time” in the sense routes should be added...management will provide routers for relief. This is the type of behavior the completely sours any “mutual” process and our national union needs to take a hard look at the possibility of having this provision of the M-39 eliminated. Now we know how easy it is to transfer territory.

As a final note, I’d like to share one of my favorite examples of how the office time can be manipulated. A carrier in Main Office came up as about 1.5 hours under standards (this was when we cased everything, pre 1996, and he had a lot). The route examiner cited him for time wasting practises in the office because he tapped each letter before he stuck it. After that, I think he was then about 3 hours under standards according to their results - he got a huge addition to his route needless to say. We grieved it - and lost. The glorious Postmaster we had at the time thought it was very cute. The point is, at least this process eliminates a little bit of the issue of personal abuse.

Mike Shawn
Editor, Branch 3825

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March 2009

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

