

# UNITY



*Dare to Struggle, Dare to Win*  
2000 and 2002 National Award Winner for General Excellence

**BRANCH 3825**

Volume 27 #3 Fall, 2008

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

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## President's

### Report



At the National Convention our Union endorsed Barack Obama for president of the United States. As our NALC Executive Vice President, Fred Rolando, pointed out in the July Postal Record, the choice for Letter Carriers and all poor and working people is crystal clear. Obama has a 100 percent voting record for working families while John McSame (as Bush), I mean McCain, has a zero percent voting record for working families. McCain voted for tax breaks for the millionaires and billionaires, supports the U.S. "health care" system that leaves 40 million people with no health care and wants to leave our troops in Iraq for 100 years!

If anyone hears of someone who is not voting for Barack Obama because of the color of his skin, challenge them on this. If it is a family member, challenge them. If it is a co-worker, challenge them. We cannot remain silent when racism rears its ugly head! And remember, if you want to keep your job vote for Obama. McCain has stated that he wants to privatize the Postal Service which would rip up our Union contracts. We would all be replaced with workers making 10 dollars per hour with little or no benefits! McCain has repeatedly voted to privatize federal jobs. Check out his voting record in the Senate in 2003, 2004 and 2006.

**A VOTE FOR BARACK OBAMA IS A VOTE TO IMPROVE THE LIVING CONDITIONS FOR ALL POOR AND WORKING PEOPLE AND THEIR LOVED ONES! Let's do everything in our power to get Barack Obama elected!**

Things are changing so fast at the Post Office that this will seem like old news by the time it is read. The Postal Service is projecting a 5 BILLION DOLLAR LOSS over the next two years.

Everything is being put on the table including laying postal workers off. I don't see that happening. The Postal Service is currently using more than eleven percent overtime to get the mail delivered. Management is going to inspect every unit that is not planned to get FSS. We will conduct route examination training sessions. We must be prepared and educate all of our members as to their rights during route inspections. Management wants to eliminate thousands of routes nationwide. We must make sure we get all the time credits we are entitled to. Let's not be faced with overburdened routes every day and the unauthorized overtime discipline that comes with long routes.

Our Shop Stewards have been doing a tremendous job. Sergio Lemus and Mike Curley have won over 1000 hours of overtime due to inequitable distribution of overtime (Article 8 Section 5C2b). The above was not a typo. **ONE THOUSAND HOURS OF OVERTIME WAS NEGOTIATED BY THESE TWO OUTSTANDING SHOP STEWARDS!!** In Rockville we have reached an **ADDITIONAL 200 PERCENT FOR THE NON-ODL** when management violates Article 8 Section 5G! 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! 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.

The National Parties have invoked the INTERVENTION PROCESS at the Damascus Post Office due to all of the discipline, contract violations and Step B decisions there. As of this writing, another INTERVENTION MEETING is planned for the end of October. It is very likely that Gaithersburg will be put under the Intervention Process because of all the problems at the Diamond Farms unit. I will keep everyone updated on this development.

Management has placed all cities represented by our Branch under withholding. This comes from Article 12 of the National

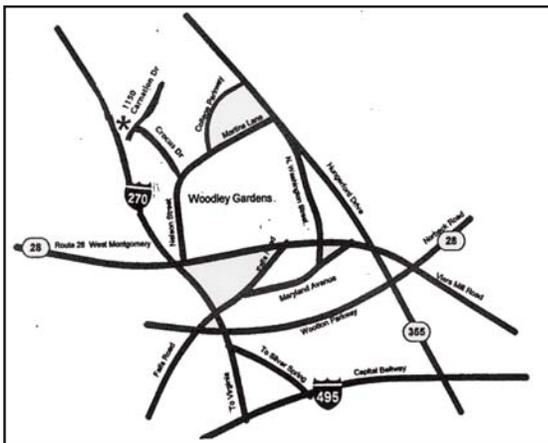
# OFFICERS

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**Vice President.....Amy Campaign**  
**Rec.Secretary.....Tom Preston**  
**Fin.Sec.Treas.....Beth Parsons**  
**Sgt.at Arms.....Les Gaynair**  
**Editor.....Mike Shawn**  
**Health Benefits Rep.....Tony Gatling**  
**Mutual Benefits Rep.....Hugh McElroy**  
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**Trustee.....Gary Kirwin**  
**Trustee.....Mike Curley**  
**Trustee.....Chuck Clark**  
**Trustee.....Tim Bonnett**  
**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

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 our contract, grievances will be initiated.

We finally completed the Labor/Management meeting in Gaithersburg. Unfortunately, we needed the intervention of our NBA, Tim Dowdy, to force management to complete a meeting that was started on April 2, 2008! Had management met on our agenda items, we may have been able to avoid hundreds of grievances. Hugh McElroy and Chuck Clark have filed over 200 Formal A grievances there! We are still tabulating the cases filed by Steve Klein. Most of these grievances could have been avoided had management bargained in good faith with us. Hopefully, the work environment will now improve and the contract violations will decrease. Time will tell.

I would like to thank our OIC in Rockville, Lakhjit Dheman, for making a real effort to comply with the National Agreement and reducing the grievance activity. I have been informed that all of the indicators that management is rated on are going in a positive direction. This proves that management does not have to violate the contract in order to achieve good numbers! Do you hear that upper management?!!!

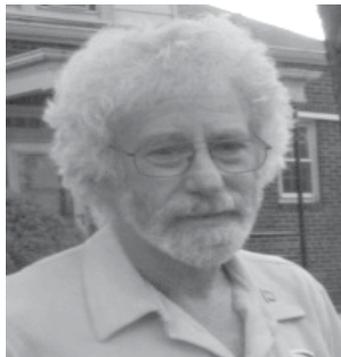
I also would like to thank the membership for electing me as president of NALC Branch 3825 for another term. I will continue to do the best that I can and always strive for a work environment where Letter Carriers are treated with dignity and respect. And when the contract is violated, we will seek fair remedies through the grievance/arbitration procedure. The installation of officers for our Branch will occur on December 3, 2008 at the Rockville Senior Center, 1150 Carnation Drive. Our National Business Agent, Tim Dowdy, will install our officers. I encourage all of our members to attend this event.

Please visit our web site set up by Union Brother Chuck Clark at ([WWW.NALC3825.COM](http://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

***THE LAND OF LIES,  
HYPOCRITES, & NO  
INTEGRITY***



Someone who worked at the post office in the management sector once told me about a management oath that had to be taken before one could be given a managerial assignment. The candidate had to swear to do anything and everything in his or her power, "...to enforce the goals and wishes of higher management, including, but not limited to, lying, wrongfully disciplining, and violating the contract, without regard to the laws and regulations of the government of the United States of America." He told me the use of moles was encouraged. I didn't believe all of this at first, but to deny it now would be illogical. A perfect example of the carrying out of the oath would be the use of a being from the district sent to our office to talk to us about V.O.E. This has to do with the surveys sent to carriers so that our concerns are addressed and the work environment can be improved. Keep in mind, she is our friend, sent here to help us. That's why I don't understand her opening remarks. She told us that we were malingering and that we should do more on "undertime" to save our jobs. She told us the USPS had lost 6 billion dollars in one month. (totally impossible, even with our alleged incompetent, immoral, illogical decision makers). She said we must control costs. We must work together. She then went to the divide and conquer method to try to pit carriers against each other. When I asked how violating the contract and having to pay out huge punitive sums of money as a result, helped to defray costs, she ignored me. I mentioned that casing most mail in the office would save gas dollars and be safer in extreme weather conditions. Her answer was that she brought donuts for us. According to management in Gaithersburg, integrity is a demonic word and should be abolished from the dictionary and be replaced with stonewalling. Our last Labor-Management meeting began in April and was finally completed in September. Discipline for the carriers is given to the defenseless supervisors to hand out for such offenses as not having a hold notice on top of the tub of hold mail, while tubs of carrier review mail are hidden by unknown perpetrators until regular carriers return from leave, and nothing is done. Maybe I'm wrong, but I don't think we are working together. One of my all-time favorites is management's use of moles and pimp agitators against other carriers and the Union. Everyone knows who these transparent hypocrites are. They bad mouth

the Union and stab other carriers in the back. They don't scan their pivot time for other routes, which overstates their route and hurts not only the route they carried off, but also the office as a whole because it could result in loss of routes for the office and loss of jobs for their fellow carriers. If you model citizens would give me the names of the managers that you give copies of this article to, I could save you time and just give it to them myself. Ken and I were talking the other day, and I mentioned that offices that were not on the FSS schedule would probably be attacked through the old route inspection method. He confirmed my feeling. Carriers must remember that the historic data used to adjust a route's street time is taken from computer data. If you case DPS, your street time will be reduced, as will your P.M. office time. That is why it is "easier to sneak in" and case your DPS now, but it won't be after inspections. This habit will result in a greater loss of routes in your office, maybe even yours. Some carriers load parcels when they are waiting for mail up. You should always scan to the street when you perform this task. Grievances are at a very high level at this time. Stewards, remember that TE's get their unused leave at the end of every separation. I had management payout over 140 hours in the last month. In my office, thousands upon thousands of dollars are being wasted by management on Article 8 grievances and on overtime equalization. Letters of discipline used to be rare, but are now part of their standard operating procedure. Contract grievances and Article 2's are commonplace. Someone even told me that street times were being manipulated. How's your standard of living? How's your retirement fund? I hope everyone is registered to vote or you shouldn't complain. This is the worst of economic times our country has endured since 1929. One candidate wants to tax the value of your health benefits as income. He also backs contracting out of jobs. If you could vote for Bush again, would you? One of the candidates voted with Bush about 90% of the time. People ask me, who should I vote for? My reply is, the one who would best let you and your family live a comfortable life. Some people say to me, I like you, but I cannot vote for an old man. Others say, I like you, but I cannot vote for a black man. You should vote for whoever is best for you and your family. Close your eyes and listen to the words they speak, don't judge by appearance. If you fail, let me know what bridge you will be living under so I can bring you some loose change every once in a while so you can take the family out to McDonald's.

*Steve Klein ,20877*

## Dear Mr. President.....

by Michael Hotovy



On Tuesday 22,2008, on the floor of the NALC 66th biennial national convention in Boston, you, President Young, along with the Executive Council proposed a change to our National by laws. This change would dissolve the NALC Strike fund (monies set aside to assist letter carriers and their families in the event of a strike) and make the funds available for advancing political and legislative agendas perceived as appropriate by you and the Executive Council.

To say the least, your proposal generated much opposition. Leading the charge was out Local NALC Branch 3825 President Kenneth Lerch, who clearly made the point that the vast majority of advances made in wages, work conditions and benefits came not a as a result of political influence buying, but rather as a direct result of withholding our labor via strike. At the close of debate. a voice vote was taken on the floor with you, President Young, declaring that based on the voice vote, the proposed by-law change had been defeated. Sadly, this was only the beginning of a strange series of events.

A challenge was placed to the voice vote, and accordance with procedure, a teller vote was ordered. What should have happened at the time was a lock down of the room, a five minute recess and an actual count of the "yea" and "nay" votes on the proposal. In reality, what happened was an abuse of parliamentary procedure that will be hotly discussed for years to come. Instead of the required five minute break, accommodations were made for a guest speaker to address the assembly in the interim, giving time for members of the Executive Council to spread across the convention floor and "work the room" in an effort to sway votes. I personally witnessed NALC VP Gary Mullins argue heatedly with local President Ken Lerch for a solid fifteen minutes. VP Mullins seemed convinced the 2008 political elections were some of the most pivotal in recent history and that the

NALC best get these monies channeled towards the election of union friendly candidates as soon as possible.

In the end, with the long delayed teller vote finally tallied, the voice vote was overturned and the by-law change to dissolve the strike fund was adopted by a very slim (less than 400 votes out of 5300) margin. Later in the day, in a contract administration workshop, you, President Young, stated "This union has given me everything I've asked for. I now have everything I need to be successful. There are no more excuses...."

Yes, Mr. President, I wholeheartedly agree. The very fact that even after some heavy handed pressure administered by members of the Executive Council and a "do-over" vote, nearly 46% of the convention delegates still opposed the proposed by-law change. I was among them. And, for the record, I'd like to state my concerns:

- **This is the use of actual dues monies used in the pursuit of a political agenda:** The NALC has a conduit for political action, COLCPE, where letter carriers can, of their own free will, contribute monies for the specific purpose of supporting legislation and election of candidates supportive of the union agenda. This by-law change is something wholly different with much more serious implications as dues monies, not free will contributions, are being used for political purposes. Dissolution of the dues funded strike fund for the purpose of political influence buying tiptoes on the fine line of legality as well as precipice of rank and file ill will should elections and legislative vote not bring the desired result.

-**Financial support of a party/candidate is no guarantee of results:** Nothing less than history tells us this. Supposed union-friendly parties and candidates have been in control of both the legislative and executive branches of the federal government for many periods of time in the past sixty years. Yet, labor laws and unions have lost legal and political strength steadily the last six decades regardless of the party in the majority. At the very least, this process must be open and transparent. All monies transferred from the now defunct strike fund into legislative and political endeavors should be accounted for and published in a timely manner.

- **There's too much attention being paid to Washington, and not enough to the state of affairs out here in the field:** Management is running roughshod

over the contract and seems to feel unimpeded in continuing the practice. Overtime pivots, overtime abuses, FMLA challenges, violations of medical privacy, intimidation tactics all run rampant. We are simply told to grieve these matters, and we do. But we need help. I have to wonder if, instead of routing funds towards Washington, more dollars were targeted towards better tools for our locals and funding for our National Business Agents, we might have a better, stronger union,

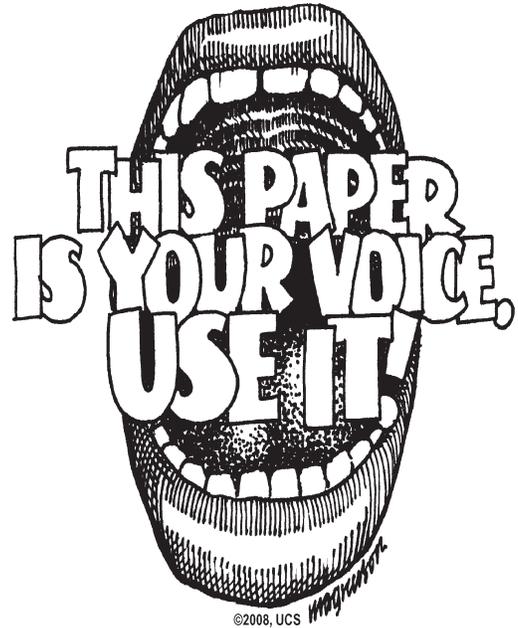
- **The strike fund was leverage:** We all know it's illegal to strike. But that didn't stop the letter carriers in 1971. Dissolving the fund sends a message to management that we have no intent to strike and perhaps no longer have the will. It was bargaining chip we have simply given away to management and received nothing in return. This is something no one involved in negotiations should ever do.

The risky decision to dissolve the strike fund for political aspirations is one supported by just a smidgen over half of the rank and file. It's clearly a divisive issue, and those of us in the minority will be watching. Should the Democratic candidate not win the White House in November, what then? Should Democrats win control of both the executive and legislative branches and there's still little improvement in labor legislation, what then? Mr. President, in a couple of years, should we find few political gains for our hard investment, many of us will have some hard questions for you in Anaheim. And in your own words, we will accept no excuses.

*Michael Hotovy,  
Gaithersburg*



Wilson / UCS



*YOU KNOW WHAT TO DO.....*

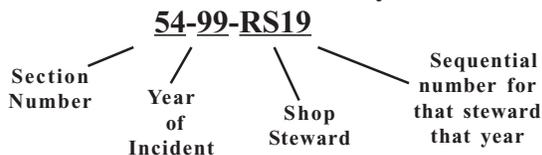
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## Branch Stewards & Abbreviations

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
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).

### **Grievance Number Key**



### **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 161 GRIEVANCE SUMMARIES ending October 12, 2008. Any grievances brought up to the Union Office after this date will appear in the next issue of Unity.

Due to the extreme volume of grievances, we are currently behind on summarizing approximately 150 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

## DERWOOD

1. 55-08-KA14. Formal A. Grievant is hereby awarded 9 hours of overtime due to inequitable distribution of overtime.

2. 55-08-KA13. Formal A. Grievant is hereby awarded 10 hours of overtime due to inequitable distribution of overtime.

3. 55-08-KA11. Formal A. From this point forward, management will comply with Section 441 of the M-41 handbook concerning pm office duties. Grievant is hereby awarded 40 units of overtime pay at his applicable rate of pay.

4. 55-08-KA21. Informal A. Letter of Warning for refusing to go to another Post Office after completing their assignment for the day is reduced to a discussion.

5. 14 DAY SUSPENSION alleging an at-fault backing accident. This was not grieved by the Carrier so it will stay in their OPF for a minimum of two years! We highly recommend that all Carriers file grievances when disciplined.

6. 55-08-KL12. Formal A. REMOVAL alleging that the vehicle was not properly parked and rolled into two other vehicles is reduced to a 14 DAY SUSPENSION.

7. 55-08-KA27. Formal A. Grievant was charged with 8 hours of AWOL for calling in sick after a holiday. Resolved; The 8 hours of AWOL is changed to 8 hours of sick leave. Note\* This is a ridiculous action on the part of management. There is no rule against calling in sick after holidays. We will seek an escalating remedy for future violations in an effort to correct management's outrageous actions and violations of our SICK LEAVE RIGHTS!

## GERMANTOWN

1. 74-08-TAP19. Step B. Management will pay ODL'S a total of 5.25 hours of overtime or penalty pay as applicable due to a

clerk performing City Carrier duties.

2. 74-08-AC31. Step B. Management violated the VOE survey rules and will comply with the VOE Survey distribution instructions from this point forward.

3. 74-08-AC32. Step B. Management violated the National Agreement by not placing the Grievant in the correct step. Management must change the salary from \$43,230.00 to \$47,253.00 and make all other adjustments for overtime, etc. within 18 days.

4. 74-08-TAP31. Informal A. Grievant is hereby reimbursed 50 cents for having to call back to the Post Office for instructions when the Grievant could not make it back in the authorized time.

5. 74-08-TAP30. Informal A. Grievant is hereby reimbursed \$1.05 for having to call back to the Post Office for instructions on three separate occasions when the Grievant could not make it back in the authorized time.

6. 74-08-TAP32. Formal A. Management refused to convert the senior PTF to regular to fill a residual vacancy. We withdrew the grievance when management provided documentation of when the PTF would be converted.

7. 74-08-KL15. Informal A. REMOVAL alleging Improper Conduct on the workroom floor is reduced to a Letter of Warning that will not be cited as a prior element unless a future incident is for Improper Conduct.

8. 74-08-AC41. Step B. Letter of Demand for \$340.35 is rescinded.

9. 74-08-AC42. Step B. Letter of Demand for \$466.07 is rescinded.

10. 74-08-AC39. Formal A. Management failed to timely pay the Grievant 50 cents for a call-back grievance settlement. Resolved; The Grievant will now be paid a lump sum of \$2.50.

11. 74-08-AC37. Formal A. Management failed to timely pay the Grievant \$66.99 for a Step B settlement for an Article 8 violation. Resolved; The Grievant will now be paid a lump sum of \$91.99.

12. 74-08-AC38. Formal A. Management failed to timely pay the Grievant 50 cents for a call-back grievance settlement. Resolved; The Grievant will now be paid a lump sum of \$3.05.

13. 74-08-TAP34. Formal A. Management violated Article 8 Section 5G

of the National Agreement (overtime rules.) 7 NON-ODL'S are hereby awarded an additional 150 percent for a total of 9.80 hours and 3 ODL'S are hereby paid a total of 9.80 hours of overtime.

14. 74-08-TAP37. Formal A. Management will provide the Union information requests within 24 hours.

#### MAIN OFFICE ROCKVILLE

1. 50-08-SL57. Informal A. Letter of Warning alleging a failure to scan a delivery confirmation piece as attempted for a closed business is reduced to a discussion.

2. 50-08-SL53. Informal A. Letter of Warning alleging a failure to scan a two delivery confirmation pieces as attempted for closed businesses is reduced to a discussion.

3. 50-08-SL58. Informal A. Letter of Warning alleging an at fault vehicle accident is reduced to six months in OPF and will not be cited as a prior element unless that discipline is similar in nature.

4. 50-08-SL59. Informal A. Letter of Warning alleging for misdelivering an express mail piece is reduced to a discussion.

5. 50-08-SL46. Formal A. The overtime log will be posted for quarter 1 of 2008 within 5 days of the signing of this resolution and Carriers will have 14 days to file a grievance from the date the overtime log is posted.

6. 50-08-SL47. Formal A. ESCALATING REMEDY. Management will pay a charity of the Union's choice \$325.00 for failing to provide information to the Union within 24 hours. Management will provide the requested information today.

7. 50-08-SL51. Formal A. ESCALATING REMEDY. Management will pay a charity of the Union's choice \$350.00 for failing to provide information to the Union within 24 hours. Management will provide the requested information today.

8. 50-08-SL53. Formal A. ESCALATING REMEDY. Management will pay a charity of the Union's choice \$350.00 for failing to provide information to the Union within 24 hours. Management will provide the requested information today.

9. 50-08-DE005. Formal A. Management violated Article 8 Section 5G (overtime rules.) 3 NON-ODL'S are hereby awarded an additional 175 percent for 3.76 hours and 2 ODL's are awarded an additional 3.76 hours of overtime.

10. 50-08-SL62. Formal A. Management will pay 7 Carriers a total of 164 (ONE HUNDRED AND SIXTY FOUR) hours of overtime due to inequitable distribution of overtime.

11. 50-2008-SL05. Formal A. Management will pay 5 Carriers a total of 105 (ONE HUNDRED AND FIVE) hours of overtime due to inequitable distribution of overtime.

12. 50-08-SL67. Formal A. Management will pay the Grievant 25 (TWENTY FIVE) hours of overtime due to inequitable distribution of overtime.

13. 50-08-DE004. Formal A. Carrier's unable to complete their assignments in the allotted time will call back by 3:00 pm or as soon as they become aware that they will be unable to complete their assignment in the authorized time. Supervisor's will inform the carrier to carry the mail or bring the mail back to the Post Office. If the instruction is to carry the mail, inherent in that instruction is that the time used to carry the mail will be authorized, unless the Carrier does not have a reason for requesting the additional time.

14. 50-08-KL14. Informal A. REMOVAL alleging IMPROPER CONDUCT ON THE ROUTE is reduced to a 14 DAY SUSPENSION which will not be cited as a prior element in any future discipline unless the future incident is similar in nature.

15. 50-08-SL44. Formal A. Letter of Warning alleging a failure to

scan two certified mail pieces is reduced to a discussion.

16. 50-08-SL32. Formal A. 7 DAY SUSPENSION alleging that the Grievant refused to take all the sequenced mailings and failed to carry the route in order is reduced to a discussion. NOTE\* This was won because of a due process error. Management failed to provide all the information to the Union prior to the Informal A meeting. It is highly recommended that all Carriers take all the mail directed by management.

17. 50-08-SL54. Formal A. 14 DAY SUSPENSION alleging a vehicle roll-away which resulted in an injury to the Grievant is reduced to a Letter of Warning.

18. 50-2008-SL70. Informal A. Management will pay 8 Carriers a total of 89 (EIGHTY NINE) hours of overtime due to inequitable distribution of overtime.

19. 50-08-KL13. Informal A. EMERGENCY SUSPENSION alleging IMPROPER CONDUCT while delivering mail and alleging that the Grievant may be injurious to self or others is hereby expunged from the Grievant's OPF. Grievant will not receive any back pay.

20. 50-08-DE007. Informal A. 7 DAY SUSPENSION alleging a manual input of the time the express mail was delivered without prior approval is reduced to a Letter of Warning and further reduced from two years to 6 months in OPF.

21. 50-08-SL42. 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.

### PIKE ANNEX

1. 52-2008-MC35. Informal A. Letter of Warning alleging poor attendance is rescinded.

2. 52-2008-MC34. Informal A. 32 hours of FMLA annual leave is hereby changed to correctly indicate 32 hours of FMLA sick leave.

3. 52-2008-MC27. Formal A. Management will pay a charity of the Union's choice \$325.00 for failing to provide information to the Union within 24 hours.

4. GOOD-FAITH RESOLUTION. Management agrees that they will not issue the REMOVAL action initially requested and further agrees not to issue any discipline for the most recent "incident". The 14 DAY SUSPENSION letter will remain in the Grievant's OPF for an additional 4 months and 13 days.

5. 52-2008-MC19. Formal A. Management will pay \$25.00 to a charity of NALC Branch 3825's choice, due to a violation of the Harnest-Hogan settlement (this deals with management's responsibilities when employees are injured on duty) dated March 18, 1999. This is in accordance with numerous grievance resolutions, arbitrations and a precedent setting Step B decision.

6. 52-2008-MC22. Formal A. From this point forward, all parties will use a 3189 to revise schedules. This is in accordance with

the F-21 handbook and the JCAM.

7. 52-08-SMS32. Informal A. Letter of Warning alleging that the Grievant was shopping on penalty pay is reduced to a discussion.

8. 52-2008-MC17. Formal A. Letter of Warning alleging unacceptable attendance is rescinded. (Note\* This won only because of double jeopardy.)

9. 52-2008-MC08. Formal A. 7 DAY SUSPENSION for getting injured on the job is rescinded.

10. 52-2008-MC70. Formal A. REMOVAL alleging a failure to lock the vehicle with mail in the vehicle during street delivery and IMPROPER CONDUCT on the workroom floor is reduced to a 14 DAY SUSPENSION which will not be cited in future discipline as a prior element unless the future incident is for "IMPROPER CONDUCT" or "FAILURE TO SECURE THE MAIL."

11. 52-2008-MC41. Formal A. ESCALATING REMEDY. Management will award the Union \$150.00 to be given to the charity of the Union's choice due to management refusing to meet at Informal A of the Dispute Resolution Process.

12. 52-2008-MC75. Formal A. ESCALATING REMEDY. Management will award the Union \$350.00 to be given to the charity of the Union's choice due to management refusing to provide information to the Union within 24 hours.

13. 52-2008-MC43. Formal A. Letter of Warning alleging unauthorized overtime, not using the 3M log, not activating the scanner properly and leaving a sleeper in the case is reduced to a discussion.

14. 52-2008-MC20. Formal A. REMOVAL alleging IMPROPER CONDUCT ON THE ROUTE is reduced to a 14 DAY SUSPENSION and the Grievant must bid out of the unit and cannot bid back into the unit until April 19, 2010.

15. 52-08-SM1. Formal A. Letter of Warning alleging poor attendance is rescinded.

16. 52-2008-MC25. Formal A. Letter of Warning for getting injured on the job is rescinded.

17. 52-2008-MC44. Formal A. Management will pay 6 Carriers a total of 58.21 (FIFTY EIGHT) hours of overtime due to inequitable distribution of overtime.

18. MEMORANDUM OF UNDERSTANDING. The Grievant will be provided a 3996 from this point forward when requested and a reason is given. A duplicate of the completed form will be provided upon request. Management will comply with M-01664 and understand that DOIS is only a tool. Management will treat the Grievant with dignity and respect. Management will train the Grievant how to enter assistance into the ETC unit and the Grievant will be provided time on the clock to complete the EMPLOYEE SURVEY within 2 days.

19. 52-2008-MC45. Formal A. Management will pay the Grievant 24 (TWENTY FOUR) hours of overtime due to inequitable distribution of overtime.

20. 52-2008-MC47. Formal A. Management will pay the Grievant 56 (FIFTY SIX) hours of overtime due to inequitable distribution of overtime.

21. 52-2008-MC48. Formal A. Management will pay the Grievant 16 (SIXTEEN) hours of overtime due to inequitable distribution of overtime.

22. 52-2008-MC50. Formal A. Management will pay the Grievant 16 (SIXTEEN) hours of overtime due to inequitable distribution of overtime.

23. 52-2008-MC51. Formal A. Management will pay the Grievant 24 (TWENTY FOUR) hours of overtime due to inequitable distribution of overtime.

24. 52-2008-MC52. Formal A. Management will pay the Grievant 24 (TWENTY FOUR) hours of overtime due to inequitable distribution of overtime.

25. 52-2008-MC40. Formal A. EMERGENCY SUSPENSION alleging IMPROPER CONDUCT on the workroom floor and alleging that the Grievant may be injurious to self or others is hereby expunged from the Grievant's OPF. Grievant will not receive any back pay.

### TWINBROOK

1. 53-2008-MS54. Informal A. The Grievant's 1838 and 1838-C will be corrected to reflect the cased mail and the time (approx 2 hours) will be added to the route.

2. 53-2008-MS57. Informal A. The Grievant's annual leave request of 4 hours will be changed from disapproved to approved in compliance with the LMU.

3. 53-2008-MS39. Informal 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.

4. 53-2008-MS44. Informal A. The Grievant's pay will be changed from 8 hours of AWOL to 4 hours of EAL and 4 hours of LWOP. All records will reflect this change.

5. 53-2008-MS52. Formal A. Management violated Article 8 Section 5G (overtime rules). ESCALATING REMEDY! Two NON-ODL's are awarded an additional 175 percent for a total of 2.63 hours and three ODL's are awarded a total of 2.63 hours of penalty pay.

6. 53-2008-MS48. Formal A. Management violated Article 8 Section 5G (overtime rules). ESCALATING REMEDY! Two NON-ODL's are awarded an additional 175 percent for a total of 3.06 hours and three ODL's are awarded a total of 3.06 hours of penalty pay.

7. 53-2008-MS36. Formal A. Management violated Article 8 Section 5G (overtime rules). ESCALATING REMEDY! Four NON-ODL's are awarded an additional 175 percent for a total of 4.40 hours and 6 ODL's are awarded a total of 4.40 hours of penalty pay.

8. 53-08-KA16. Formal A. Management violated numerous agreements of when it would be appropriate to require documentation for sick leave. Therefore, the Grievant is hereby

awarded \$20.00 for her co-pay and \$14.50 for her mileage (29 miles) for a total lump sum payment of \$34.50.

9. 53-2008-MS53. Formal A. A NON-ODL Carrier worked past the restrictions found in Article 8 Section 5F of the National Agreement. The NON-ODL Carrier is hereby paid an additional 75% for the time worked past the restrictions in Article 8 Section 5F for the day plus a lump sum of \$30.00. This is due to a violation of Article 8 Section 5F of the National Agreement and numerous precedent setting Step B decisions and an arbitration in Rockville, Maryland.

10. 53-08-KA18. Informal A. Letter of Warning for having another Carrier in the vehicle from the gas station (75 yards from the Twinbrook Office) to the Twinbrook Post Office is reduced to a discussion.

11. 53-08-KA19. Informal A. Letter of Warning alleging a failure to report an injury immediately is reduced to a discussion.

12. 53-2008-MS64. Formal A. Management violated Article 8 Section 5G (overtime rules). ESCALATING REMEDY! Two NON-ODL's are awarded an additional 200 percent for a total of 1.85 hours and 2 ODL's are awarded a total of 1.85 hours of penalty pay.

13. 53-2008-MS62. Formal A. Management violated Article 8 Section 5G (overtime rules). ESCALATING REMEDY! Four NON-ODL's are awarded an additional 200 percent for a total of 4.06 hours and 5 ODL's are awarded a total of 4.06 hours of penalty pay and overtime pay as applicable.

14. 53-2008-MS61. Informal A. 7 DAY SUSPENSION for failing to complete an 1838-C on one of the 6 days of a mail count and inspection is reduced to a Letter of Warning and further reduced to 6 months in the Grievant's OPF which will not be cited in any future discipline unless its similar in nature.

15. 53-2008-MS59. Informal A. 14 DAY SUSPENSION for leaving the vehicle running while delivering a parcel is reduced to a Letter of Warning which will not be cited in any future discipline unless its similar in nature.

16. 53-2008-MS60. Formal A. Management violated Article 8 Section 5G (overtime rules). ESCALATING REMEDY! Four NON-ODL's are awarded an additional 200 percent for a total of 3.53 hours and 4 ODL's are awarded a total of 3.53 hours of penalty pay and overtime pay as applicable.

17. 53-08-KA31. Formal A. 14 DAY SUSPENSION alleging unacceptable attendance is reduced to 18 months in OPF.

18. 53-2008-MS68. Informal A. Management violated Article 8 Section 5G (overtime rules). 12 NON-ODL's are awarded an additional 175 percent for a total of 14.48 hours and 18 ODL's are awarded a total of 14.48 hours of penalty pay and overtime pay as applicable.

19. 53-2008-MS67. Informal A. Two NON-ODL Carriers worked past the restrictions found in Article 8 Section 5F of the National Agreement (1.39 hours and 1.42 hours.) The NON-ODL Carriers are hereby paid an additional 75% for the time worked past the restrictions in Article 8 Section 5F for the day plus a lump sum of \$30.00. This is due to a violation of Article 8 Section 5F of the National Agreement and numerous precedent setting Step B decisions and an arbitration in Rockville, Maryland.

## DAMASCUS

1. ST-28-08. Formal A. Management will maintain an atmosphere of Dignity and Respect among all employees.
2. ST-32-08. Formal A. Management will maintain an atmosphere of Dignity and Respect among all employees.
3. 72-08-ST31. Formal A. Letter of Warning alleging unauthorized overtime and using 36 units of penalty pay is rescinded.
4. ST-30-08. Formal A. Management will maintain an atmosphere of Dignity and Respect among all employees.
5. ST-29-08. Formal A. Management will maintain an atmosphere of Dignity and Respect among all employees.
6. ST-40-08. Formal A. The Grievant will be paid and coded for annual leave/FMLA in lieu of SLDC/FMLA from March 27 through April 12, 2008. All records will reflect this change.
7. ST-41-08. Formal A. We agreed to withdraw this grievance at the Formal A meeting after the postmaster apologized to the Grievant for the unfounded accusations.
8. 72-08-ST25. Formal A. Management will complete form 1723 for all 204b details with the beginning and ending dates of the assignment prior to the detail starting. If there is a premature termination of the higher level assignment, management will give the amended 1723 to the Union Steward or fax a copy to the Local Union president.
9. ST-24-08A. Formal A. Management will complete form 1723 for all 204b details with the beginning and ending dates of the assignment prior to the detail starting. If there is a premature termination of the higher level assignment, management will give the amended 1723 to the Union Steward or fax a copy to the Local Union president.
10. 72-08-44ST. Step B. Management violated the contract when they did not post a week of annual leave that was cancelled. Management must meet with the Shop Steward and mutually agree on another week to be posted for bid.
11. 72-08-AC12. Step B. The Postmaster violated the National Agreement. From this point forward, the Postmaster is directed to treat the Vice President of NALC Branch 3825 with dignity and respect.
12. 72-08-ST57. Step B. Management violated Article 8 Section 5G  
of the National Agreement (overtime rules.) 2 NON-ODL'S are hereby awarded an additional 50 percent for a total of 1.89 hours and 2 ODL'S are hereby paid a total of 1.89 hours of penalty pay.
13. 72-08-70ST. 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.
14. 72-08-69ST. 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. 72-08-68ST. 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.
16. 72-08-78ST. Formal A. REMOVAL alleging unacceptable attendance is reduced to a 14 DAY SUSPENSION.
17. 72-08-67ST. Formal A. Letter of Warning alleging poor attendance is reduced to 3 months in the Grievant's OPF.
18. 72-08-AC11. Step B. The Postmaster violated the National Agreement when she told the Union Formal A advocate to have her contentions ready before the Formal A meeting and that they would jointly send the grievance package to Step B the same day as the Formal A meeting.
19. 72-08-TAP72. Step B. Management violated the National Agreement when they instructed the Grievant to drop his trays and clock off immediately after entering the building in the pm. This violates the M-41 handbook Sections 43 and 44. From this point forward, Carriers will be permitted to complete their pm office duties and this will be on the clock.
20. 72-08-46ST. Step B. Management violated the contract when the 204b carried mail without a revised 1723 prior to performing City Letter Carrier work. The ODL'S selected by the Union are hereby paid a total of three hours of overtime.
21. 72-08-TAP65. Step B. Letter of Warning alleging IMPROPER CONDUCT (Shop Steward is alleged to have raised his voice when speaking to the postmaster) is rescinded.
22. 72-08-KL05. Step B. 7 DAY SUSPENSION alleging unauthorized overtime is rescinded.
23. 72-08-74ST. 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.
24. 72-08-73ST. 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.
25. 72-08-76ST. Formal A. Management will cease and desist charging Carriers with LWOP who have called in sick pending documentation.
26. 72-08-72ST. 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.
27. 72-08-ST59. Step B. 14 DAY SUSPENSION alleging unauthorized overtime is rescinded.
28. 72-08-ST58. Step B. 7 DAY SUSPENSION alleging unauthorized overtime is rescinded.
29. 72-08-50ST. Step B. Management violated the contract. From this point forward, management will treat the Damascus Shop Steward with dignity and respect. (The 204b yelled at the Shop Steward on the workroom floor.)
30. 72-08-71ST. 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.

31. 72-08-75ST. 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. NOTE\*\* (Each time management refused to meet on a grievance at Informal A or Formal A, we filed a separate grievance stating that management refused to try and resolve the dispute at the lowest level.)

### DIAMOND FARMS

1. 78-08-HM136. Step B. Letter of Warning alleging that the Carrier curtailed a set of shoppers without authorization is reduced to a discussion due to the fact that the Grievant was discipline free for 19 years.

2. 78-08-CC715. Formal A. Letter of Warning alleging unauthorized overtime is rescinded.

3. 78-08-CC716. Formal A. 7 DAY SUSPENSION alleging unauthorized overtime is rescinded.

4. 78-08-CC717. Formal A. 7 DAY SUSPENSION alleging IMPROPER CONDUCT/INSUBORDINATION is rescinded. Note\* The alleged offense was for laughing when being issued a Letter of Warning! This is an example of a supervisor who is an EGOMANIAC and should not be supervising Letter Carriers!!

5. 78-07-HM83. Formal A. When the Grievant returned from the street he was instructed to put the trays on his desk and clock out. Resolved; From this point forward, management will comply with Section 441 of the M-41 handbook concerning pm office duties and processing undelivered mail on the clock in the pm. Carriers will be given the opportunity to clear their accountable mail, separate missorts, missents and all undeliverable mail, place empty equipment in designated area, and take their wash-up as agreed to in the LMU and the Diamond Farms SOP.

6. 78-07-MA03. Formal A. A Carrier was moved off his opt and unit and into Diamond Farms causing the ODL'S to lose work. Resolved; Two ODL'S will each receive 8 hours of ADMINISTRATIVE LEAVE.

7. 78-08-100. Formal A. Letter of Warning alleging poor attendance is rescinded.

8. 78-07-HM57. Step B. Grievant scheduled 2 hours of sick leave five days in advance of his therapy appointment. Management denied the leave and charged the Grievant AWOL. Resolved; The Step B team changed the 2 hours of AWOL to 2 hours of LWOP. NOTE\*\* Kenneth Lerch called the NBA. Tim Dowdy, who agreed with Ken that the Grievant should have been granted 2 hours of sick leave due to the facts of this case.

9. 78-08-HM62. Formal A. Letter of Warning for turning around and talking while casing mail in the morning is rescinded.

### INSTALLATION-WIDE ROCKVILLE

1. IW-08-KL08. 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-08-KL09. Good-Faith Resolution. The two PTF's cited by the union met the criteria of the Memorandum of Understanding concerning maximization/Full-time Flexible. The senior two PTF's will be converted to a Full-time Flexible status.

3. Good-Faith Resolution. When an employee is indebted to the Postal Service on account of clock ring errors, COP recovery, recovery of overpaid salary, Health Insurance Premium, etc, management will explain to the employee, in the presence of a Union Steward, the details of the case with documentary evidence, wherever applicable, before serving the Letter of Demand as per Article 28 of the National Agreement. Once management, the Union and the Employee agree to the indebtedness, the employee will immediately fill out and sign the PS Form 3239 for voluntary offset. The consensus will imply that no grievance will be entertained for the recovery after signing the PS Form 3239.

4. Memorandum of Understanding. Management hereby agrees to cease and desist issuing discipline to Carriers on the workroom floor.

5. IW-08-KL06. 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.

6. IW-08-KL07. Good-Faith Resolution. The two PTF's cited by the union met the criteria of the Memorandum of Understanding concerning maximization/Full-time Flexible. The senior two PTF's will be converted to a Full-time Flexible status.

### MONTGOMERY VILLAGE

1. EIGHTEEN 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 67.39 hours of overtime. Management will pay 18 NON-ODL'S an additional 125 percent for a total of 67.39 hours.

2. SIX Grievances were combined into this FORMAL A settlement.

Management violated Article 8 Section 5G of the National Agreement and will pay 21 ODL'S a total of 20.55 hours of overtime. Management will pay 15 NON-ODL'S an additional 100 percent for a total of 20.55 hours.

3. 79-08-CC773. Formal A. Management falsified the clockrings by charging 2 Carriers with 1.50 hour lunches to avoid paying V-Time! The Carriers will get their V-Time and each is hereby awarded \$100.00 as a penalty.

4. TWELVE Grievances were combined into this FORMAL A settlement.

Management violated Article 8 Section 5G of the National Agreement and will pay 13 ODL'S a total of 13.00 hours of overtime. Management will pay 9 NON-ODL'S an additional 100 percent for a total of 13.00 hours.

5. 79-08-CC403. Formal A. Management will not move a T-6 Carrier off their scheduled route unless an emergency or unanticipated situation exists. See Shop Steward for other exceptions.

6. 79-08-CC604. Formal A. The NON-ODL worked overtime on numerous occasions. Management will provide assistance to get the Carrier off in 8 hours.

7. 79-08-CC401. Formal A. Management worked two Carriers on their N/S day and told them not to clock in, that they would get paid via a pay adjustment. This violates prior settlements which state; Management will cease and desist from instructing Carriers to falsify their time card entries or to not make an accurate entry. Resolved; The two senior Carriers will get a day of annual leave of their choice.

8. 79-08-CC718. Formal A. Management will post the cancelled leave for bid immediately.

9. 79-08-CC714. Formal A. Schedule changes will not be approved unless a Form 3189 has been submitted and signed by a Union Steward, supervisor and the employee making the request.

10. 79-07-CC164. PRE-ARBITRATION. Management forced more Carriers to work on their designated holiday than was reasonable. Resolved; The two senior Carriers forced to work their holiday in violation of our contract are hereby paid lump sums of \$112.50 and \$75.00 respectively.

### POTOMAC

1. 54-08-LG14. Formal A. Grievant, a T-6, is awarded an additional 1.26 hours of penalty pay because management did not allow the Grievant to work at least 8 hours on one of the routes in her swing.

2. 54-08-REW001. Formal A. Grievant is hereby awarded 8 hours of overtime due to management sending the Grievant home before clocking in when management had scheduled the Grievant to work the preceding day.

3. 54-07-LG14. Formal A. Grievant is awarded 52 hours of overtime due to inequitable distribution of overtime. This was negotiated by Mike Curley.

4. 54-08-LG15. Formal A. Grievant is awarded 26 hours of overtime due to inequitable distribution of overtime.

5. 54-08-KL17. Informal A. REMOVAL alleging unauthorized overtime and refusing to curtail mail as instructed is reduced to a 14 DAY SUSPENSION and further reduced from two years to one year and 13 days in OPF. Management cannot cite this discipline as a prior element unless the future discipline is similar in nature.

6. 54-08-LG18. Step B. Grievant is hereby awarded a lump sum of \$985.00 due to inequitable distribution of overtime. This was appealed to Step B by Mike Curley.

7. 54-08-LG27. Informal A. Letter of Warning alleging unauthorized overtime is rescinded.

8. 54-08-LG24. Informal A. 14 DAY SUSPENSION alleging unauthorized overtime and refusing to curtail mail as instructed is reduced to a 7 DAY SUSPENSION and further reduced from two years to 8 months and 5 days in OPF.

9. 54-08-LG25. Informal A. 14 DAY SUSPENSION alleging unauthorized overtime is reduced to a Letter of Warning and further reduced from two years to 8 months and 5 days in OPF.

10. 54-08-LG29. Informal A. Letter of Warning for failing to take a bump out and deliver it (forgot all about it) is rescinded.

11. 54-08-KL10. Informal A. 14 DAY SUSPENSION alleging an at-fault vehicle accident is reduced to one year in OPF and will not be cited as a prior element unless the future incident is similar in nature.

12. 54-08-RW02. Informal A. From this point forward, Station Manager Sharon Maclin will treat her employees with respect and dignity.

13. 54-08-RW03. Informal A. From this point forward, Station Manager Sharon Maclin will treat her employees with respect and dignity.

14. 54-08-GAB17. 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 2 months and 24 days in OPF.

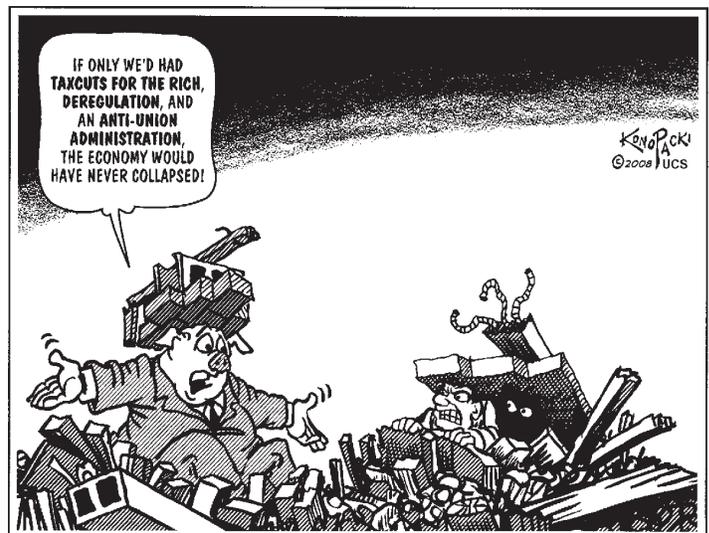
15. 54-08-RW04. Informal A. Letter of Warning alleging a failure to wear the seat belt is reduced to a discussion.

16. 54-08-GAB13. Formal A. Grievant is awarded one hour at his straight time rate due to management refusing to provide him with one hour of router time which was the adjustment to his route.

17. 54-08-GAB15. Formal A. Grievant is awarded one hour at his straight time rate due to management refusing to provide him with one hour of router time which was the adjustment to his route.

18. 54-08-GAB16. 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 2 months and 27 days in OPF.

19. 54-07-LG125. ARBITRATION. Management refused to count all of the employees in this section for purposes of annual leave percentages. Award; GRIEVANCE SUSTAINED. Management will meet with the Shop Steward and provide one additional employee off per week consistent with the LMU.



## Four Minutes Late

by Michael Kirby

The past week had been rough. Keep in mind I'm a work assignment carrier. It started on day with a somewhat confrontational situation with the AM floor supervisor demanding I take a "pivot", management's word for a bump that will be completed on down time. Even though I was adamant about the fact that I had none, I followed instructions and found the mail in question had not been cased. I informed her I had to leave immediately to be back in eight hours. Nonetheless, the PM floor supervisor arrived on my route at 15:45 with two more relays. I had one more to go on my route and told him this would cause overtime. He said do what I could but take the mail. Ran overtime that day. Same thing the next day, but this time he shows up while I'm having lunch, with another "half hour" pivot. That turned into an hour and ten minute stretch of Rockville Pike, if you include the call back for overtime. Nothing that Friday, my eight hour day, but then on Saturday as I walked a relay, I again received my pivot. That turned into an hour and nineteen minutes, including the trip to the pay phone, complete with the long awkward silence (telephonic brow beating?) after I requested overtime.

Now I've always thought I kept a good pace on the route. Yeah, now and again I get pinned in the corner by a patron who refuses to stop talking, perhaps have to loop back to drop off some misrouted DPS or a mis-stick that I've made. Occasionally, half way down the block, nature taps me on the shoulder and says "Put the mail in the bag, walk straight back to the truck and run up to the gas station facilities, NOW!" Sometimes, I may even forget the scanner and have to go back for the MSP point. These human failings may cause me to run over a bit now and again, but I'm not out there taking an hour lunch or a ten minute break every other relay.

In fact, I like to stay busy. No, I don't rack my circulars to do this though. I take my DPS, even the business mail, straight to the street. I don't have a stack of Catholic Standards strategically positioned between me and the desk to hide the fact that I'm thumbing through this month's Victoria's Secret. Nor am I catching up on the campaign in Newsweek, could care less about Paris, Lindsay, Britney or her sister, complete with paparazzi photos, so I don't crease the cover of People. I may every now and again have a pointed political statement aimed

at me that I feel the need to address, and wander away from my case to do just that. But I do understand when the supervisor approaches and rides my heels back to my case. Really.

I don't like idle times, the day passes more quickly without them. That's probably why I volunteered to help out with the edit books, or help put out the DPS mail and do other distribution work while we wait as the few remaining clerks in our unit prep the residual mail for us. So where was all this alleged don time coming from?

I was off Monday, worked Tuesday. Luckily, no pivot. I delivered my average office high-rise mailroom. It had a foot and a half of flats, three quarters of a tray of DPS, a half foot of residual letters. Express mail, a half a dozen other specials, and a parcel were taken up the elevator in that five floor building, to get scanned and signed. I worked the rules, had the flats rough sorted into tubs and tossed them on site into the proper receptacles, scanning the occasional confirmation. I then fingered all the letters into the boxes to complete my duties. I broke for lunch, headed out to do my walking, carrying the marriage mail as a third bundle. I got back with ten minutes left to clear the cage for my eight hour day. Hit the clock and headed home. Job well done? Apparently NOT.

I was called to the desk the following morning by our station manager. She had a printout in front of her, and asked me what happened yesterday, what had taken so long. She directed my attention to a circle around a two hour and twenty minute time period that coincide with my business delivery. Knowing I had an eight hour day Tuesday, and had spent a total of about an hour and ten minutes doing the business and having my lunch, my initial reaction was to question if she had the right day. She confirmed it was. My second reaction was that the scanner must have somehow recorded the times wrong. She said okay, and to watch and make sure it was operating correctly.

So I went back to the case. I pondered this a while. There was no way I had taken that long. It would have been impossible for me to spend that much time at the high rise and still make eight hours as I had. I figure this is how Betty and Barney Hill may have felt after their experience on that lonely stretch of road long ago, with the missing time.

Bewildered, I returned to the desk for further

*continued on page 15*

telephone number the “204B wonder” called was a home

## “The Phone”

now playing for a limited time only at Pike Annex

by Theo Anthony

Welcome to the show. Manager “Sir Nose” is at it again. A brief background on Manager Sir Nose who has a history of doing ridiculous things. To avoid paying a carrier for using a pay phone to call back from the street , this carrier was instructed by a supervisor that he was to drive back to the office, pick up the office phone, call a supervisor in the same building on the phone’s other line and get instructions! Here’s the latest stunt. Manager “Sir Nose” instructed a carrier while doing a PS Form 99 on a residential part of the route not to use a satchel and leave the door open - either one doesn’t matter while delivering! So much for safety and security of the mail! This shows you how far management will go to try to speed you up and cut time off a route. The more manager “sir nose” acts up and lies, the more his nose grows.

Manager Sir nose has been joined by other cast members on the stage. Introducing manager “always grumpy” who just sits back and lets the show go on, Manager DOIS and a newcomer making an acting debut - “204B wonder” who’s carried mail less than six months and been with the Postal Service for less than a year conclude the cast.

**Check this out:** the “204B wonder” claimed to have given a pivot to a carrier but admitted to the station shop steward that she had authorized 30 minutes of overtime to the carrier on the day in question. Therefore, it couldn’t have been a pivot. It had to be a bump. The carrier is a work assignment carrier. A clear violation of Article 8.5G of the National Contract. Wait, it gets better. The “204B wonder” told the station shop steward the carrier was called on the phone that day from a number on file and instructed to come back to the office and get the so-called pivot, bump, whatever it was. Well, there’s two problems here. First, there’s no cell phone use while on the clock here in the Capital District. Secondly, the

phone number! The carrier was at work, not home. Why is the “204B wonder” calling the carrier at home and giving instructions? The carrier, after doing a fair day’s work for a fair day’s pay arrived home at 8:30 PM and discovered the message on the answering machine from the 204B wonder on the day in question. Uh, hello, hello can you hear me now? Stay tuned, the curtain hasn’t closed on the show yet. By the way, it’s not getting rave reviews.

“Refuse to struggle, dare to lose”

Theo Anthony  
Pike Annex

### Schedule of Union Meetings

November 5  
December 3  
**(installation of officers)**  
January 7

clarification. I asked her to explain what I was looking at. This was when I was shown the “*other*” column. You know, the computer generated numbers. I was also informed that the time referenced was how they figured the difference between projected time, based on mail volume, and my actual work as recorded with MSP. There it was, and hour or so of “downtime”.

These numbers still confound me. I don’t even want to think about how they projected how much volume my business had that day, given only gross volume measurements are taken for the route. It was the fact that the numbers said I should have arrived at my meager office building at seventeen past the hour and finished at twenty-one past the same hour. That blew my mind. Four minutes.

I had thought I was a pretty good carrier. Shoot, I must be the worst in my unit. Quite possibly the whole district. Management says I should be completing this part of my assignment in the time it normally takes me to park and secure the truck and carry the mail inside. I’m a slug. I must be doing something wrong. I need remedial training.

So it dawns on me now. Spare me the pivot and that day we can use the hour of downtime for my rehabilitation. We can unplug the computer and run it down to the mailroom. I’ll even bring the mail inside, pile the tubs of flats and trays of DPS beside, stack the specials with a neat little pile of 3849s and a pen for it. Plug it in, drop in the DOIS disc, fold my arms, watch and learn. Let my remediation begin.

I’m sure I’ll be amazed if I can even follow the action with my naked eye. The flats will probably look like ninja throwing stars as they spin out of the tubs into the boxes. The letters, sorted with forwards and nixie pulled, offices that have moved to other floors redirected, will probably appear simply as someone thumbing a deck of cards. If I can keep up, I shall follow as we travel the hallways above, getting the specials signed. I imagine the lag time between the actual scan, signature, photograph, pressing 1 or 2 to verify the signature is present, and the final closing beep will seem like an eternity in comparison to the raw speed of this thing. The slow elevator ride back down like eons.

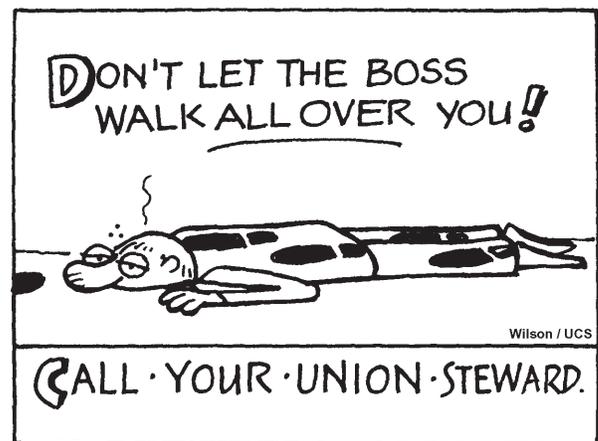
Who am I kidding. I’m getting older. I’ll probably never match the quickness of this miracle of modern technology. But perhaps, one hot august day, I’ll understand. We all know this day, it’s like the ten that preceded it. 99 degrees in the shade. Fluids draining

from your pores faster than you can drink them. Humidity so high it seems that you can’t fully catch your breath. Salt burning your eyes and mail sticking to your arm all afternoon long. You know, the day that finally breaks your stride and forces you to run over fifteen minutes for fear of passing out on the sidewalk if you don’t slow down.

Yes, though I may be a bit angry about it, perhaps that day I’ll understand why my floor supervisor just pulled up and presented me with another hour’s worth of work in addition to my route. I will now have seen it done and know it’s possible. I should have gotten the office building delivered in.....

.....**FOUR MINUTES FLAT!!**

*Michael Kirby*  
Pike Annex, 20852



## **Job Protection**

In the brave new world of the Postal Service, management has decreed that there is no such thing as an eight hour route, office time is a thing of the past and you thieving carriers will pivot, pivot, pivot! And this is before FSS is implemented! Unfortunately, many of our carriers are helping the process along. How so?

It is true that office time has been diminished over the years by several factors (DPS, vertical flat cases and more recently, the somewhat lower mail volume due to economic trends). On the other hand, our street times should be somewhat longer due to countervailing factors such as the scanning of parcels, MSP scans, and multiple bundle issues. These street times are fundamentally our job protection, particularly if FSS is actually implemented successfully. As an ODL carrying bumps and as a shop steward researching contract violations, here's what I'm seeing.

**Casing 3rd bundles and DPS:** "I'm just making it easier for you on the street" is what I'm told, or conversely, if I prepare a bump "why didn't you case the shoppers of DPS". You've got to be kidding. If it's easier on the street and takes less time, you're cheating the route out of its street time. Office time is essentially meaningless for inspection purposes under our current system except during the week of inspection. If you are casing DPS and 3rd bundles and spending 3.5 hours in the office instead of 3 so you can spend 4.5 on the street instead of 5 you are cheating yourself out of half an hour a day for inspection purposes.

**Clock Rings:** there are several things going on here. First of all, the "fear of Failure". Management says you should be back by 5 PM or 6 PM, gives a carrier too much work, and somehow the carrier accomplished it. How? One way is to unload on office time. The carrier will rush into the office, clock in just before 5, and then go unload - folks, it's a street function. If they feel like it, they will try to discipline you for extending

your PM office time as easily as being later than their magic hour. If you follow standard procedures for requesting OT and calling back, we will win any discipline issued for being "late". It's way harder beating the other charge. Second and even worse is the "fake" ring - the carrier comes back after 6 and manually inputs that he/she returned to the office before 6 (unfortunately for the carrier, all clock rings show when they are actually made. Even though management wants you to do that, and we know they encourage it, it is a serious offense - it can be considered fraud. Please do not do this - if a manager instructs you to do this, immediately contact your shop steward. Another error that is commonly made is loading parcels on office time - clock out to the street if you are doing this, it is part of your street duties.

**Banding out DPS in the office:** sure it's comfortable, and it's got to cut into your street time

I'm not suggesting that carriers should rush out of the office. Prepare your mail as professionally as possible. It's important to remember that most managers want the best of both worlds. Minimal office time, and minimal street time - they know that ultimately all the office time in the world won't have any effect on an inspection, so they will allow you to cut corners in the office if it will hurry you up on the street. It's only us who stand to lose.

## **Withholding**

Withholding is governed under Article 12 of our National Contract. You will be hearing more and more about this issue as FSS draws nearer. As written, this Article is for job protection. Basically, if jobs are eliminated in one area, they are "withheld" in another if a job posting comes down with no bid, and someone who has lost a job (due to automation?) in another will have a job. For instance, say 5 routes were eliminated in Northern Virginia due to the implementation of FSS, and Rockville had 5 routes withheld in Twinbrook and Main Office - 5 carriers from Northern Virginia could fill those positions.

What's the downside? First off, no PTFs can be converted as a result of the vacant assignment. This eliminates one of our tools for converted PTFs. (It is

our position that the maximization/conversion of PTFs is unaffected by Article 12. Perhaps more disturbing is the environment in which withholding is implemented. If FSS does eliminate positions throughout the area, carriers affected by withholding could be moved further and further away from their homes as more and more offices lose positions and do not have withheld routes available for those who have lost theirs.

Some technical details you should be aware of are as follows. Carriers are excessed by juniority, excluding PTFs. In other words, the junior regular carrier is the first excessed (regardless of whether they have a route or not). Article 12.4D provides the junior regular employee the option of *volunteering* to become a PTF to avoid excessing. It is our position that Article 12.4D requires the elimination of TE positions prior to excessing. Article 12.5.C.4 and Article 12.5.C.5.b provides that letter carriers excessed under Article 12 retain their seniority. Article 12.5.C.4 also provides carriers with “retreat” rights - if you are excessed you must bid on vacancies in your old installation, otherwise you may lose those retreat rights.

This is one of the most complicated Articles of our contract. Please see your steward for further clarifications and explanations of this subject

### **Politics**

The most important thing you can do on Election Day (November 4) is to go out and cast your vote. Despite the vagaries of the Electoral College (see Election 2000), this is the day when the average citizen has the same amount of clout as a Fortune 500 executive. The NALC has endorsed Senator Barack Obama. The Postal Record has reported over the last year on the candidates positions, and as many of you may remember, none of the Republican candidates, including Senator McCain, could be bothered to respond to our questionnaire. The past 8 years have been an unrelieved attack on labor and working people from the Republican White House. There is nothing to indicate the McCain/Palin ticket is any different. Senator McCain’s record regarding letter carriers is outlined in the October Postal Record (page 10-11) and he is quoted as saying “we must streamline our workforce.....and not let good workers be crippled by

the fine print of the latest union contract”. How many times have we heard that from the postal managers we know and love!

Of course, there are many other issues on the table. Take the time to study the facts, not the rhetoric, and regardless of the candidate you ultimately choose, make sure you vote!

Mike Shawn,

Editor, Branch 3825





### **In Numbers, There is Strength!**

Local and National Union Representatives are attempting to raise awareness of the deplorable working conditions at the Diamond Farms Post Office. The grievance level at the Diamond Farms Post Office is extremely high compared to other offices that are similar in size. The heavy handed discipline continues unabated with PDI's and Letter of Warning's being handed out like candy during Halloween. Management continues to treat letter carriers disparately when they issue discipline. One set of letter carriers is treated harshly while ignoring others for the same or similar offenses. Management continues violate the "Mutual Respect" provisions found in the M-39 handbook, section 115.4 which states " it is the front line manager who controls management's attempt to maintain an atmosphere between employer and employee which assures mutual respect for each other's rights and responsibilities." Threatening letter carriers to complete their assignment in less than 8 hours will not be tolerated. We will file grievances every time management hangs the phone up on letter carriers that abide by the work rules and call back for further instructions when they cannot complete their assignment in 8 hours.

Our National Business Agent, Tim Dowdy and Branch President Ken Lerch visited Diamond Farms Post Office recently to address issues such as these with the Postmaster and Manager. We will continue to take a stand against bullying and harassment by supervisors and file grievances when necessary. ***In numbers, there is strength*** and by taking a stand together, we can and will eliminate this type of abusive behavior, once and for all. All letter carriers deserve to be treated with "Dignity and Respect!"

### **Vote! Vote! Vote!**

Tuesday, November 4th should be highlighted on every letter carriers calendar in big, bright, bold letters as a reminder how important this election is. For letter carriers and their families, the choice is clear, Senator Barack Obama for President! Senator Obama stands with letter carriers on every postal issue currently before Congress. Senator McCain on the other hand, refuses to co-sponsor or support letter carriers on these very same issues.

Senator Obama opposes contracting out our jobs to private contractors and will sign legislation to put an end to giving our jobs out to low-wage contractors. Sen. Obama is a co-sponsor of S 1457, which prohibits contracting out of our jobs. Sen. McCain refuses to sign on as a co-sponsor of this important piece of legislation.

Sen. Obama is also a co-sponsor of S 979 which encourages states to adopt voting by mail. This bill will strengthen the current election process by affording all Americans an opportunity to vote. Sen. Obama stands with letter carriers by opposing the creation of the "Do Not Mail Registry" which would be potentially harmful to the USPS, resulting in a loss of letter carrier jobs. Unfortunately, Sen. McCain did not respond to the NALC questionnaire and therefore we do not know his position on this issue.

The choice is clear for letter carriers and their families. Let's elect Sen. Barack Obama for President! He is on our side on the issues important to letter carriers.

**Vote! Vote! Vote!**

*Hugh McElroy, Jr*

Mutual Benefits Representative

MD/DC State President

# Suits

by Timothy Smith

At Pike Annex we had a visitor awhile back, a man in a suit. Now I don't usually pay attention to people in Suits I just figure they can tell me what to do, and they have figured out how not to work at a Post Office. This almost always works, you might get confused occasionally by some guy looking for his hold mail, but Suits generally mean its time to put on the head phones.

This man, who had a very Patriotic name as I remember, called a service talk, so head phones came off, and someone whispered he's the District Manager. He was very nice actually, he explained that the Post Office is being Micro managed from the Top, and that he needed permission from his Boss, before anyone could work a day off. This got me thinking a bit.

Okay its 6:00 AM, and we are ten routes down at Pike Annex. This is not a wild number, this is typical, and the 204B who is in early, decides a couple of carriers are needed, to work their day off. She gets on her cell phone. (No problem with management using them, or with them using yours, if they have a bump they want you to drive to at 430 but that is another article) Okay, are you ready for this? He/She calls the regular supervisor, who calls the Station Manager, who calls one of our 2 Postmasters (another article) who calls the guy with the Patriotic name, who calls his Boss the Regional Manager. The Regional manager goes to his computer, looks over some projected work hours, and ratios, some DOIS projections, and the like and he decides. Here we go again. He calls The District manager, who calls one of our two postmasters, who calls our station manager, who calls the frontline supervisor, who tells the 204B. Are we done? NO!! Once you leave the station, all these Suits have Secretaries, and support staff, who's basic job is to stare at computer screens and find out why we are losing money.

Lets see, I think I mentioned 10 people who were involved with this decision.

This is the same group that has decided Mail Handlers aren't needed, so the Clerks have to put out the mail, and then they don't have enough time to do their job. Fifty carriers are then waiting on the clerks to finish their job so they can hit the

street.

50 carriers eat up office time of almost one hour per minute. But that's cause we're lazy right? 10 people would cover the amount of routes we were down for the Day.

It is obvious to everyone, that too much management exists. In my model, each Station would be cut down to three Supervisors, one AM, on PM and a day off leave replacement supervisor. One could even be called Station Manager. Postmasters, and District Managers would be eliminated. People could start answering their own phone. The excess would go back to carrying mail, 204B's can go back to their routes. One or two might become a Mail Handler. The best part, customers won't be getting their mail at 6:30 at night.

If one of our supervisors needs someone to work their day off, he calls the Regional Manager directly. In any business the secret to saving money is cutting out the middle man. We have way too much fat and bloat that needs to be cut. Too many people wearing Suits.



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## NOVEMBER 2008

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1 GREEN
2 GREEN	3 BROWN	4 ELECTION DAY RED	5 union office day UNION MEETING BLACK	6 YELLOW	V O T E TUESDAY NOVEMBER 4 BLUE	8 BLUE
9 BLUE	10 VETERAN'S DAY HOLIDAY GREEN	11 BROWN	12 union office day STEWARDS MEETING RED	13 BLACK	14 Pay Day 23 YELLOW	15 YELLOW
16 YELLOW	17 BLUE	18 GREEN	19 union office day BROWN	20 RED	21 BLACK	22 BLACK
23 BLACK 30 RED	24 YELLOW	25 EXECUTIVE BD MEETING BLUE	26 union office day GREEN	27 THANKSGIVING DAY HOLIDAY BROWN	28 Pay Day 24 RED	29 RED

**United we stand,**

**WORKING CLASS**

**WORKING CLASS**

**divided we fall.**

**KONO PAKKI**  
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