THE FSS ASSAULT IS ON !!!!!!!!

The first three units to get hit with FSS adjustments were Twinbrook, Gaithersburg Main Office and Derwood. As of this writing, Potomac and the Rockville Main Office have FSS and adjustments are imminent. Management completely butchered the routes with their FSS adjustments. We lost 8 bid jobs at Twinbrook, 7 bid jobs at Gaithersburg Main Office and 4 bid jobs at Derwood. This has resulted in an 18 percent reduction in full time bid jobs in those units!!

The disruption to the lives of the Carriers and service to the public has been incredible! Carriers working more than 12 hours in a day (with the threat of REMOVAL if they bring back mail), Carriers working more than 60 hours in a week and super late delivery (Carrying mail after 9:00pm was once rare, now it is common!)

I wrote to our National Union president, Fred Rolando, and our NBA, Tim Dowdy, about late delivery on seven different occasions. The letter in part follows; I am sending you these clockrings (thousands were sent) to show how late Carriers are delivering mail. I believe this to be an EMERGENCY SITUATION within the Capital District. Carriers are on the street every night at dangerously late hours. It is only a matter of time before someone gets seriously injured or killed. I also met with the NALC Executive Vice President, Director of City Delivery, Regional Administrative Assistant, Vada Preston, along with the president of the Washington DC branch, Alton Branson. After meeting with the National Officers and further discussions with our NBA, some relief followed when local management was allowed to schedule ODL’s on their nonscheduled days. Unfortunately, with the implementation of the FSS adjustments the situation is horrible.

We have received many complaints questioning why the Union was not involved in the FSS adjustments. The National MOU dated September 11, 2007 answers that question. It states; Once FSS is fully implemented in a delivery unit, management will determine the methods to estimate impact in a delivery unit and make adjustments accordingly. Sixty days after implementing route adjustments for FSS, the local parties will review the adjustments to ensure that routes are as near 8 hours as possible. This sixty day period will not count toward the special inspection process (Section 271, Handbook M-39; Section 918, Handbook M-41). If either party determines that the route(s) is not properly adjusted, then the route(s) will be adjusted in accordance with the provisions of Handbook M-39 or, if applicable, a locally agreed upon adjustment formula.

I will be working with our Vice President, Chuck Clark, and the Shop Stewards to ensure that the routes are re-adjusted to as close to 8 hours as possible.

As you can see from the Grievance Summary section of this newsletter, discipline is through the roof! I was able to summarize 312 grievances, and there was another hundred that will have to wait until the next issue of Unity. Almost every Carrier who suffers an injury is getting disciplined. As you can see from the summaries, we have been extremely successful in grieving this type of discipline. A letter from L’Enfant Plaza states in part; Accidents or compensation claims, even when in a manager’s view excessive, are not in themselves an appropriate basis for discipline. What must me cited in any such disciplinary action are the...
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

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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

actions of an employee in a specific situation which are violations of a Postal Service safety rule or regulation.

If you want to stop the slaughter of our routes, come to the Union meetings and get informed. If you case the DPS, FSS and sequenced mailings your day will be easier. Your street time will be less on that particular day. But, you may get your route abolished! Think long term.

I wrote this article towards the end of January. It’s now March 4. Since I have an opportunity to adjust my article, I believe I must. With the assault on collective bargaining in Wisconsin and spreading, it would be irresponsible not to comment on the current labor situation. Organized labor is now in the fight of it’s life. Our very survival is at stake! In fact, our NBA Tim Dowdy has stated that we will spend every last dime and all our effort to keep collective bargaining. I agree! If the governor of Wisconsin, Scott Walker, is successful in busting the public sector Unions, it won’t be long till our Union is on the chopping block. Collective bargaining is so important, that I believe our AFL-CIO president, Richard Trumka, should call for GENERAL STRIKE in support of the workers trying to keep their collective bargaining!

The millionaires and billionaires just received another tax break for another two years. This is on top of the one TRILLION in tax breaks given to these robber barons by the Bush administration. That’s a thousand billions!! Wisconsin only has a 3 billion dollar deficit. Wall street was given in excess of a TRILLION dollars for their bail out! The wars in Iraq and Afghanistan have cost us TRILLIONS more. Not to mention the thousands of soldiers killed and maimed. So, the money is there. The money is available. It’s just a matter of who gets the tax dollars. And it’s obvious that the rich want it all and the workers be damned. We can win this battle, but we must have solidarity and militant actions in the streets!

Please visit our web site set up by Union Brother Chuck Clark at (WWW.NALC3825.COM). We have added important Step B decisions, Formal A settlements as well as arbitration decisions and some contentions. You can see how much money each

continued on page 5
The Decline of the
Significance of Seniority and Route Assignments

The past three years have seen many routes adjusted up to three times through the joint route adjustment process. While seniority was supposed to be a consideration when major changes were required or when routes were eliminated, the seniority of the individual carrier was seldom a factor when territory was transferred between routes.

The district parties couldn’t possibly have the knowledge of local territory that would be required to insure that senior carriers maintained routes that were as desirable as possible. And there was no requirement that they should consider seniority in this way or that seniority would be used when deciding what territory was moved or where it was transferred. As a consequence we had many routes of senior carriers drastically changed, unidentifiable as the route that the carrier bid many years ago.

Now we have offices in our branch and throughout the country involved in a fourth adjustment process, a process that initially requires no NALC or local input. Flat Sequencing System (FSS) adjustments are being implemented on over 50% of the routes in our branch and approximately 20% of those routes are being eliminated. While seniority is playing a role in which routes to abolish, the seniority of the carriers on routes where this territory is being moved is of no importance.

A carrier in our branch with 40 years of service had his route changed by 85%. Eighty-five percent of his original deliveries were transferred to other routes as the result of recently implemented FSS adjustments. Routes are being drastically changed by 50%, 75%, 85% or more and carriers have no options to exercise their seniority in order to obtain the most desirable route. When the most junior routes are targeted for elimination during FSS territory consolidation, Article 41.3.O is invoked and a few junior assignments, if any, are posted for bids.

According to arbitration C-24768, cited in the JCAM page 41-25, (www.nalc3825.com/route_changed_41.3.O.pdf) during the 1990 contract negotiations the NALC proposed a definition of an abolished route for the purpose of Article 41.3.O “as meaning when 25% or more of a route has changed. The proposal was rejected by the Postal Service.”

In this arbitration, National Arbitrator Briggs took the position that a route change of more than 50% does not constitute an abolishment under Article 41.3.O. He stated that the parties themselves had to reach a mutual agreement at the bargaining table concerning what percentage of change defined abolishment; complete elimination is the only definition he could consider.

The most important use of a carrier’s seniority is the right to bid and obtain routes that are desirable because of the type of deliveries they contain. Some routes are referred to as “retirement routes” because of the amount of curbside, cluster box or business deliveries they have. When substantial changes are made to a route, it no longer can be considered the route that the carrier exercised his or her seniority to obtain through the posting and bidding process. The most junior carrier in the office could have his route changed to such a degree that it becomes a route that would be considered a very favorable assignment. Yet this “newly created” assignment is out of reach for any other carrier to obtain through the use of their seniority. Seniority is rendered insignificant when routes are awarded by seniority only to be changed significantly with no seniority consideration and no requirement to post routes based on Article 41.3.O or by any other means.

Hopefully, with the upcoming contract negotiations, the NALC and USPS can reach an agreement on a fair and equitable definition on what defines an abolished route for the purpose of invoking Article 41.3.O or on a broader definition of what comprises a “newly created assignment” under Article 41.1.A.1.

It is inequitable and inefficient to force a carrier to remain on a route that has changed by more than 50% with no bidding options. Seniority has to mean more than the ability to have the first two weeks in August off every year.

Chuck Clark
VP
cclark33@gmail.com
I recently had the pleasure of having an extended official discussion with my station manager regarding his expectations for my performance. His expectations included gems as “no going to the bathroom after clocking on in the morning” along with standard litany of material from the M-41 City Carrier Duties & Responsibilities. In fact, he’d had a similar discussion with all employees at the Diamond Farms Branch. And I’m quite sure the basis of this discussion will serve as the springboard for a monumental increase in the volume of discipline in the weeks to come.

Sadly, the motivation for all of this seems to be managerial fear of losing jobs in this downsize environment. Therefore, it’s no surprise that heavy pressure is levied on all craft employees as managers everywhere attempt to “run a tight ship” and justify the need for them to have a job in the first place. Many managers try to demonstrate their initiative and control to upper management by issuing heavy doses of discipline. But since we’re on the topic of discipline and expectations, I believe it’s time to take a quick peek at the managerial handbook, M-39 Management of Delivery Services. In particular section 115 Discipline, for within those pages are duties and responsibilities that managers and supervisors must adhere to when pursuing discipline. Hopefully, some of these points will help you know your rights should discipline come your way.

### Basic Principle

In the administration of discipline, a basic principle must be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause. The delivery manager must make every effort to correct a situation before resorting to disciplinary measures.

There are some key points here. First, discipline must be used to correct problems, not as a tool to punish the employee. Second, management must have good reason to pursue discipline (just cause). If you have questions regarding just cause, talk to your shop steward. And third, management must make every effort to correct the situation before resorting to discipline. This is an absolute statement. If management goes immediately from violation to discipline without working with you to correct the problem first, management is not performing their job up to expectations.

#### 115.2 Using People Effectively

Managers can accomplish their mission only through the effective use of people. How successful a manager is in working with people will, to a great measure, determine whether or not the goals of the Postal Service are attained. Getting the job done through people is not an easy task, and certain basic things are required, such as:

- **a.** Let the employee know what is expected of him or her.
- **b.** Know fully if the employee is not attaining expectations; don’t guess — make certain with documented evidence.
- **c.** Let the employee explain his or her problem — listen! If given a chance, the employee will tell you the problem. Draw it out from the employee if needed, but get the whole story.

Management is sure pursuing Item A in this list “Let the employee know what is expected of him/her.” But make sure you are aware of Item B. If management pursues discipline on the basis of not meeting expectations, they must defend their position with documented evidence. Also, management is encouraged to “get the whole story” from the employee. This rarely happens during a PDI where management frames questions to simply get enough evidence to issue discipline. Any many times, discipline is issued regardless of PDI testimony that presents evidence contrary to management’s position.

#### 115.3 Obligation to Employees

When problems arise, managers must recognize that they have an obligation to their employees and to the Postal Service to look to themselves, as well as to the employee, to:

- **a.** Find out who, what, when, where, and why.
- **b.** Make absolutely sure you have all the facts.
- **c.** The manager has the responsibility to resolve as many problems as possible before they become
d. If the employee’s stand has merit, admit it and correct the situation. You are the manager; you must make decisions; don’t pass this responsibility on to someone else.

The primary issue here is management’s responsibility to perform a complete and thorough investigation into the matter at hand. They must have all the facts. In addition, they have a responsibility to try and solve the problem without generating a grievance. Currently, many managers abrogate their responsibilities in these matters, refusing to settle reconcilable issues locally and pushing grievances up to Formal A or the Step B Teams for settlement.

115.4 Maintain Mutual Respect Atmosphere

The National Agreement sets out the basic rules and rights governing management and employees in their dealings with each other, but 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.

And finally we get to mutual respect – a concept often talked about, but rarely seen. And seen even less often in our current troubled postal time of a struggling economy, managerial pressure, route changes and job insecurity. The management strategy to define expectations in prelude to a wave of discipline that is happening at my unit is sure to be happening elsewhere. I continue to hope that someday the Postal Service comes to realize that if they treat us as true equals and partners in our future success, we will act as such. But sadly, as far as great expectations go, I’m keeping mine low.

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

IN THE STRUGGLE,

Kenneth Lerch
President NALC 3825

Schedule of Union Meetings

April 6
May 4
June 1
July 6
Branch Stewards & Abbreviations

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

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

Grievance Number Key
54-99-RS19

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 312 GRIEVANCE SUMMARIES ending January 8, 2011. Any grievances brought up to the Union Office after this date will appear in the next issue of Unity. We have approximately 100 grievances that have not been summarized yet.

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

IN THE STRUGGLE,

Kenneth Lerch
President NALC 3825

DAMASCUS

1. 72-10-ST22. Informal A, 7 DAY SUSPENSION alleging 8 hours of AWOL is reduced to 18 months in the Grievant’s OPF.

2. 72-10-ST18. Informal A, 7 DAY SUSPENSION alleging unauthorized overtime and a failure to scan MSP points is rescinded.

3. 72-10-ST15. Informal A, Letter of Warning alleging a failure to complete 3996’s and unauthorized overtime is reduced to a discussion.

4. 72-10-ST16. Informal A, Grievant, a TE, was called in to work to complete paperwork concerning an accident and was not paid his 4 hour guarantee. Grievant is hereby paid 3.47 hours.

5. 72-10-SMS10. Formal A, Management will cease and desist adding language to REMOVAL Notices that makes it more difficult to achieve back-pay. Management will comply with the ELM Section 436.42(e). is in violation with the ELM

DERWOOD

1. 55-10-SMS7. Formal A, 14 DAY SUSPENSION alleging Unsatisfactory Work Performance and a Failure To Follow Instructions is rescinded.

2. 55-10-CW14. Formal A, Letter of Warning alleging unauthorized overtime is reduced to a discussion. The 1017-B entries (unauthorized overtime) for 4 units one day and 2 units on another day are hereby deleted from the Grievant’s 1017-B log.

3. 55-09-CW13. Formal A. Grievant is awarded two hours of guaranteed overtime.

4. 55-10-CW13. Formal A. Management will cease and desist instructing Carriers not to case SPR’s.

5. 55-10-SMS9. Informal A. We withdrew the Grievance when management agreed to get the proper form for TE uniforms.

6. 55-10-SMS4. Informal A. Any Shop Steward will clock on and immediately complete a Union time request sheet and present this to their supervisor who will
sign it and give a copy to the Shop Steward(s) immediately. The Shop Steward(s) will stay on Union time until they are completed with their duties. Management can terminate the Union time, but must call Lakhit Dheman who will call Kenneth Lerch and a mutually agreeable time will be worked out consistently with the spirit and intent of good-faith bargaining.

7. 55-10-SMS8. Formal A. Management will provide form 1723 to the Union at the local level showing the beginning and ending time of the 204b detail. Form 1723 will be provided to the Union in advance of the detail or modification thereto.

8. 55-10-SMS3. 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.

9. 55-10-CW12. Formal A. Management will cease and desist instructing Carriers not to case SPR’s.

10. 55-10-SMS5. 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.

DIAMOND FARMS

1. 78-10-MA40. Formal A. 14 DAY SUSPENSION. Grievant alleged to have said to management “If I can’t case my DPS, then I’m going home sick.” Grievant returned from the street with undelivered mail that day and went home sick. Resolved; Reduced to a 7 DAY SUSPENSION and further reduced to one year in the Grievant’s OPF.

2. 78-10-MA36. Formal A. 14 DAY SUSPENSION. Grievant is alleged to have made threatening remarks to management personnel is rescinded due to a due process error.

3. 78-10-MA50. Informal A. 7 DAY SUSPENSION alleging that the Grievant delivered an express piece after 12 noon (12:08pm) is reduced to 6 months in OPF.

4. 78-10-MA30. STEP B. Letter of Warning alleging a failure to scan a Delivery Confirmation parcel is rescinded. (Could not prove that the Grievant had the parcel that day.) May have been missorted into another hamper.

5. 78-10-CC1030. STEP B. Letter of Warning alleging a failure to check the schedule and failing to report for work on N/S day is reduced to a discussion.

6. 78-10-MA31. STEP B. Letter of Warning alleging a failure to scan a Delivery Confirmation parcel is reduced to one year in OPF.

7. 78-10-MA34. Formal A. Letter of Warning alleging that the Grievant delivered an express piece after 12 noon (12:03pm) is reduced to 6 months in OPF.

8. 78-10-MA39. Formal A. Management will provide information to the Union within 24 hours or explain why it is not available and when it will be provided.

9. 78-10-CC1034. Formal A. Grievant left work because of harassment on the workroom floor. Grievant will be paid sick leave for the balance of the day if the disciplinary letter issued to the Grievant is rescinded or the AWOL charged is rescinded.

10. 78-10-MH02. Formal A. Seventeen Carriers were not permitted to start work at their normal time and were forced to wait 50 units before clocking in. They are hereby paid an additional 50 units of overtime.

11. 78-10-MA13. Formal A. Grievant will be permitted to hydrate as necessary without comment or interference from management.

12. 78-10-MH01. Formal A. The Station Manager and the Shop Steward will maintain a level of mutual respect and professionalism in their dealings with each other. The Station Manager will not yell orders or instructions to the Steward.

GERMANTOWN

1. 74-10-AC1. PRE-ARB. This concerns the Expectation Worksheets. Resolved; Management will not discuss job performance on the workroom floor, it must be in private.

2. 74-10-MB24. Formal A. Letter of Warning alleging a missed scan on a collection box is rescinded.

INSTALLATION-WIDE GAITHERSBURG

1. 78-10-MA33. Remanded from STEP B to Formal A. Resolved; Gaithersburg Letter Carriers may be in possession of cell phones with photographic capabilities. Utilizing the camera option on a phone to photograph any mail piece or within a postal facility is strictly prohibited.

MAIN OFFICE GAITHERSBURG

1. 77-10-CFC14. Informal A. Management failed to repost a week of annual leave that was cancelled. Resolved; Another week will be posted for bid consistent with the LMU.

2. 77-10-CFC15. Formal A. Grievant is awarded 12 hours of pay due to being sent home without pay inconsistent with the National Agreement.

3. 77-10-CC01. Formal A. Management violated Article 8 Section 5G of the National Agreement. The NON-ODL is awarded an additional 150 percent for 74 units and an ODL is awarded 74 units of overtime.

4. 77-10-CFC16. Formal A. 7 DAY SUSPENSION for leaving the vehicle door open and the vehicle running while delivering a business is reduced to a Letter of Warning.

MAIN OFFICE ROCKVILLE

1. 50-10-GA51. Formal A. REMOVAL alleging an at fault vehicle accident is reduced to a 14 DAY PAPER SUSPENSION. Management will not cite this discipline as a prior element in any subsequent discipline, unless the charge is “Safety Infraction.”

2. 50-10-SL89. Formal A. REMOVAL alleging that the Grievant was not carrying mail in a safe manner (because he was bit by a dog) and delivering express mail after 12 noon (12:02pm) is reduced to a 14 DAY PAPER SUSPENSION. Management will not cite this discipline as a prior element in any subsequent discipline, unless the charge is “Safety Infraction or Delivering express mail after noon.”

3. 50-10-SL170. Informal A. REMOVAL alleging that the Grievant was driving with the door open and not wearing a seat belt is rescinded. (Serious due process error.)

4. 50-10-SL48. Formal A. 14 DAY SUSPENSION alleging an at fault backing accident is rescinded. (Serious due process error.)
8. 50-10-GA26. Formal A. 14 DAY SUSPENSION alleging 24 hours of AWOL is rescinded. (Simply wasn’t true.)

9. 50-10-GA48. Formal A. 14 DAY SUSPENSION alleging that the Grievant was driving and not wearing a seat belt and alleged to have been driving without wearing a seat belt a second time on the same day by a different supervisor is reduced to a 7 DAY PAPER SUSPENSION and further reduced from two years to 8 months in OPF. Management will not cite this discipline as a prior element in any subsequent discipline, unless the charge is “Vehicle Accident.”

10. 50-10-SL112. Informal A. 14 DAY SUSPENSION alleging an at fault vehicle accident (ran into the back of a police car) is reduced to a Letter of Warning and further reduced from two years to one year in OPF. Management will not cite this discipline as a prior element in any subsequent discipline, unless the charge is “Vehicle Accident.”

11. 50-10-GA66. Formal A. 14 DAY SUSPENSION alleging unauthorized overtime (30 units!) is reduced to a Letter of Warning and further reduced from two years to 4 months in OPF.

12. 50-10-GA64. Formal A. 14 DAY SUSPENSION alleging unauthorized overtime (40 units!) is rescinded. (Due process error.)

13. 50-10-GA29. Formal A. 7 DAY SUSPENSION alleging a failure to scan a collection box and sent back out to scan that collection box and failed to scan it again. Grievant resigned from the Postal Service before the Formal A meeting began.

14. 50-10-GA63-A. Formal A. 7 DAY SUSPENSION alleging unauthorized overtime (1.56 hours) is reduced to a discussion.

15. 50-10-GA40. Formal A. 7 DAY SUSPENSION alleging a failure to scan two collection boxes is rescinded.

16. 50-10-GA38. Formal A. 7 DAY SUSPENSION alleging a failure to deliver a bumpy in the most efficient order possible is rescinded. (Tried to deliver businesses first.)

18. 50-10-SL106. Informal A. 7 DAY SUSPENSION alleging a failure to deliver express mail by noon (12:03pm) is reduced to a Letter of Warning and further reduced from two years to one year in OPF. Management will not cite this discipline as a prior element in any subsequent discipline, unless the charge is “Express Mail Failure.”

19. 50-10-GA47. Formal A. 7 DAY SUSPENSION alleging that the Grievant was driving with the door open and not wearing a seat belt is reduced to a Letter of Warning and further reduced from two years to one year in OPF. Management will not cite this discipline as a prior element in any subsequent discipline, unless the charge is “Driving without Seat Belt and Door Open.”

20. 50-10-SL82. Informal A. Letter of Warning for running out of gas is reduced to a discussion.

21. 50-10-SL110. Informal A. Letter of Warning alleging unauthorized overtime (2.17 hours) is reduced to a discussion.

5. 50-10-SL172. Informal A. 14 DAY SUSPENSION alleging that the Grievant was driving with the door open and not wearing a seat belt is rescinded. (Serious due process error.)

6. 50-10-SL111. Informal A. 14 DAY SUSPENSION alleging that the Grievant was driving with the door open and not wearing a seat belt is reduced to a Letter of Warning and further reduced from two years to one year in OPF. Management will not cite this discipline as a prior element in any subsequent discipline, unless the charge is “Driving without Seat Belt and Door Open.”

7. 50-10-GA49. Formal A. 14 DAY SUSPENSION alleging that the Grievant was driving and not wearing a seat belt is reduced to a Letter of Warning and further reduced from two years to 9 months in OPF. Management will not cite this discipline as a prior element in any subsequent discipline, unless the charge is “Driving without Seat Belt.”

8. 50-10-GA26. Formal A. 14 DAY SUSPENSION alleging 24 hours of AWOL is rescinded. (Simply wasn’t true.)

22. 50-10-SL113. Informal A. Letter of Warning alleging that the Grievant forgot some of his DPS mail is reduced to a discussion.

23. 50-10-GA20. Formal A. Letter of Warning alleging that the Grievant told the patron to get the parcel from the truck because it was too heavy for her to take to the home is rescinded. (Due process error.)

24. 50-10-SL125. Informal A. Letter of Warning alleging poor attendance is reduced to 6 months in OPF. Management will not cite this discipline as a prior element in any subsequent discipline, unless the charge is related to poor attendance.

25. 50-10-SL126. Informal A. Letter of Warning for being involved in a vehicle accident is reduced to a discussion.

26. 50-10-SL98. Formal A. Letter of Warning alleging unauthorized overtime (1.07 hours) is rescinded.

27. 50-10-SL141. Informal A. Letter of Warning alleging poor attendance is reduced to a discussion.

28. 50-10-GA52. Formal A. Letter of Warning alleging a failure to deliver an express mail piece by noon (12:03pm) is reduced to a discussion.

29. 50-10-GA39. Formal A. Letter of Warning alleging a failure to deliver an express mail piece by noon (3:30pm) is rescinded.

30. 50-10-SL171. Informal A. Letter of Warning alleging a failure to deliver an express mail piece by noon (12:09pm) is rescinded.

31. 50-10-SL144. Informal A. Letter of Warning alleging a failure to deliver a Delivery Confirmation parcel or scan it is reduced to a discussion.

32. 50-10-SL140. Informal A. Letter of Warning alleging poor attendance is reduced to a discussion.

33. 50-10-SL160. Informal A. Letter of Warning alleging poor attendance is reduced to a discussion.

34. 50-10-SL136. Informal A. Two Carriers are hereby paid one hour of overtime each due to guaranteed overtime (scheduled early.)

35. 50-10-GA08. Formal A. Henceforth, Carriers will inform the supervisors that they are going to read the official bulletin boards. This time will not be denied.

36. 50-10-SL66. Formal A. Henceforth, management will allow time for pm office duties.

37. 50-10-GA33. Formal A. Management will cease and desist denying annual leave requests as soon as the Carrier submits the 3971. Management must use the 3 days to make a good faith effort to grant the annual leave.

38. 50-10-GA11. Formal A. Henceforth, management will allow time for pm office duties.

39. 50-10-GA10. Formal A. Henceforth, management will allow time for pm office duties.

40. 50-10-SL103. Informal A. Management will act on a 3996 upon submission by the Carrier and will inform the Carrier if the time is authorized or not (at that time.)

41. 50-10-GA36. Formal A. Supervisor Samuel Montano will treat the Grievant with dignity and respect. Management will comply with the M-39 handbook Section 242.332 which states; No Carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the Carrier’s failure to meet office standards.

42. 50-10-GA37. Formal A. Supervisor Samuel Montano will comply with M-01366. If the Grievant asks to amend a 3996 that was previously filed, the Carrier will do so at that time. The supervisor will advise the Letter Carrier of the disposition of the request,
50-10-SL120. Informal A. The 1017-B entry (unauthorized overtime) for 2.17 hours is hereby deleted from the Grievant's 1017-B log.

50-10-SL130. Informal A. The 1017-B entry (unauthorized overtime) for 31 units is hereby deleted from the Grievant's 1017-B log.

50-10-SL94. Informal A. Henceforth, management will comply with Article 41 Section 3A of the National Agreement (sitting while casing.)

52. 50-10-SL121. Informal A. The equitable overtime log will be completed and posted within eleven days. Carriers will have 14 days to file grievances for equitable overtime.

53. 50-10-GA19. Formal A. The 24 hours of AWOL are hereby changed to 24 hours of sick leave. All records will reflect this change.

54. 50-10-SL135. Informal A. Grievant is hereby paid 50 units of overtime due to guaranteed overtime (scheduled early.)

55. 50-10-SL90. Formal A. Carrier cited by the Union is hereby paid an additional 50 percent for 8 hours and will receive a day off of his choice due to a violation of Article 11 Section 6B of the National Agreement.

The PTF's and TE's were not worked 11 and a half hours and the full time regular guarantee overtime (scheduled early.)

56. 50-10-SL122. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 12 units was deleted from the Grievant's 1017-B log.

57. 50-10-SL131. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 25 units was deleted from the Grievant's 1017-B log.

58. 50-10-SL138. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 25 units was deleted from the Grievant's 1017-B log.

59. 50-10-SL117. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 60 units was deleted from the Grievant's 1017-B log.

60. 50-10-SL118. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 96 units was deleted from the Grievant's 1017-B log.

61. 50-10-SL124. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 24 units was deleted from the Grievant's 1017-B log.

62. 50-10-SL128. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 29 units was deleted from the Grievant's 1017-B log.

63. 50-10-SL137. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 53 units was deleted from the Grievant's 1017-B log.

64. 50-10-SL142. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 11 units was deleted from the Grievant's 1017-B log.

65. 50-10-SL153. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for one hour was deleted from the Grievant's 1017-B log.

66. 50-10-SL154. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 23 units was deleted from the Grievant's 1017-B log.

67. 50-10-SL135. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 77 units was deleted from the Grievant's 1017-B log.

68. 50-10-SL156. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 19 units was deleted from the Grievant's 1017-B log.

69. 50-10-SL151. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 63 units was deleted from the Grievant's 1017-B log.

70. 50-10-SL152. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 13 units was deleted from the Grievant's 1017-B log.

71. 50-10-SL150. Informal A. We withdrew the grievance when the 1017-B entry (unauthorized overtime) for 1.02 hours was deleted from the Grievant's 1017-B log.

72. 50-10-GA55. Formal A. The 1017-B entry (unauthorized overtime) for 1.07 hours is hereby deleted from the Grievant's 1017-B log.

73. 50-10-GA15. Formal A. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby awarded an additional 250 percent for 40 units and an ODL is awarded 40 units of overtime.

74. 50-09-SL81. Formal A. Five ODL’s are hereby awarded a total of 48 hours of overtime due to inequitable distribution of overtime.

75. 50-10-GA43. Formal A. Grievant will be treated 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.

76. 50-10-SL101. Formal A. The 1017-B entry (unauthorized overtime) for 50 units is hereby deleted from the Grievant’s 1017-B log.

77. 50-10-GA44. Formal A. Grievant was being harassed and management was demanding more productivity than what’s written in Article 34 of our contract (WORK STANDARDS- FAIR DAY’S WORK FOR A FAIR DAY’S PAY.) We withdrew the grievance when the supervisor was transferred out of the unit.

78. 50-10-GA60. Formal A. The FMLA request is hereby granted.

79. 50-10-SL97. Informal A. The 1017-B entry (unauthorized overtime) for 61 units is hereby deleted from the Grievant’s 1017-B log.

80. 50-10-SL100. Informal A. The 1017-B entry (unauthorized overtime) for 1.41 hours is hereby deleted from the Grievant’s 1017-B log.

81. 50-10-GA35. Formal A. Grievant will be treated 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.

82. 50-10-GA22. Formal A. Grievant was subjected to awful comments by the supervisor. Resolved; Supervisor Samuel Montano apologized to the Grievant at the Formal A meeting.

83. 50-10-SL116. Informal A. Supervisor Samuel Montano will cease and desist calling employees on their personal phones for work related issues.

84. 50-10-GA50. Formal A. ESCALATING REMEDY. Management will cease and desist inserting language into REMOVAL NOTICES that makes it more difficult for the Carrier to attain back-pay than what the ELM states. Management will pay $200.00 to the charity of the Union’s choice due to repeat violations with a built in remedy of $300.00 if management violates this again.

85. 50-10-GA09. Informal A. If management is going to demand documentation for an absence, management must do this at the time of the call-in, not the next day.

86. 50-10-SL88. Informal A. Grievant will be treated with dignity and respect. Management will maintain an atmosphere of mutual respect.

87. 50-10-SL109. Informal A. The 1017-B entry (unauthorized overtime) for 38 units is hereby deleted from the Grievant’s 1017-B log.

88. 50-10-SL108. Informal A. The 1017-B entry (unauthorized overtime) for 87 units is hereby deleted from the Grievant’s 1017-B log.

89. 50-10-SL91. Formal A. ESCALATING REMEDY. Management will pay $600.00 to the charity of the Union’s choice for failing to provide information within 24 hours. This is in accordance with hundreds of prior settlements at Informal A, Formal A and STEP B.

90. 50-10-GA34. Formal A. Grievant will be treated 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.

91. 50-10-SL62. Informal A. Management charged the Grievant 2 hours of annual leave when he requested 2 hours of sick leave. We withdrew the grievance when management paid the Grievant 2 hours of sick leave.

92. 50-10-GA53. Informal A. Randy Tucker will abide by the M-39 and not do anything that contributes to an unpleasant working environment.

93. 50-10-SL73. 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.

94. 50-10-SL36, PRE-ARB. This grievance concerns the Daily Carrier Expectation Worksheet. Resolved; Management will not discuss job performance on the open workroom floor.

95. 50-10-SL72. Informal A. The 1017-B entry (unauthorized overtime) for 93 units is hereby deleted from the Grievant’s 1017-B log.

96. 50-10-GA41. Informal A. Management will cease and desist disapproving 3996’s when handing them to Carrier’s who request them. The Carrier’s must be allowed to write their reasons for overtime first.
20. 52-2010-TA15. Informal A. Grievant is awarded mileage to and from the physician’s office due to management demanding evidence for a sick call in violation of our local settlements on this issue.

21. 52-2010-MC12. Formal A. Management will redo the overtime log within 14 days due to many mistakes. Carriers will have 14 days to file grievances for inequitable overtime.

22. 52-2010-TA22. Formal A. Management will sign the Union notification form when received and provide a copy to the Steward immediately.

23. 52-2010-MC44. Formal A. Grievant will be treated equitably and fairly concerning instructions for carrying sequenced mailings directly to the street on mounted routes.

24. 52-2010-MC50. Informal A. The 1017-B entry (unauthorized overtime) for 1.97 hours is hereby deleted from the Grievant’s 1017-B log.

25. 52-2010-MC41. Informal A. Again, management will redo the overtime log within 14 days due to many mistakes. Carriers will have 14 days to file grievances for inequitable overtime.

26. 52-2010-TA20. Informal A. We agreed to withdraw the grievance when management provided the information requested.

27. 52-2010-MC75. Formal A. Any Shop Steward will clock on and immediately complete a Union time request sheet and present this to their supervisor who will sign it and give a copy to the Shop Steward(s) immediately. The Shop Steward(s) will stay on Union time until they are completed with their duties. Management can terminate the Union time, but must call Lakhjit Dheman who will call Kenneth Lerch and a mutually agreeable time will be worked out consistent with the spirit and intent of good-faith bargaining.

POTOMAC

1. 54-10-RW218. Formal A. REMOVAL alleging that the Grievant backed into another vehicle without notifying management and parked in a fire lane is reduced to a 7 DAY PAPER SUSPENSION.

2. 54-10-RW223. Informal A. REMOVAL alleging that the Grievant failed to leave the building within a reasonable amount of time after clocking out. Management locked the gate leaving the Grievant locked in the parking lot. Grievant got injured trying to climb over the fence so management charged the Grievant with a failure to work safely. The third charge was IMPROPER CONDUCT. Management alleged that the Grievant slammed the Supervisors door so hard that it damaged the wall. Resolved; The Notice of REMOVAL is reduced to a 14 DAY PAPER SUSPENSION which will not be cited as a prior element in any subsequent discipline, unless the charge is “staying in the Postal building for an unreasonable amount of time after clocking out, or sabotaging Postal property, or intentionally violating safety rules (i.e. jumping over the postal fence, jumping off docks or not wearing a seatbelt).”

3. NO NUMBER. Carrier resolved own grievance at Informal A. REMOVAL alleging that the Grievant failed to leave the building within a reasonable amount of time after clocking out. Management locked the gate leaving the Grievant locked in the parking lot. The Carrier agreed to a LAST CHANCE SETTLEMENT against the recommendation of the Chief Shop Steward.

4. 54-10-RW042. Formal A. 7 DAY SUSPENSION alleging poor attendance is reduced to one year in OPF.

5. 54-10-VW13. Informal A. Letter of Warning alleging a failure to scan an express mail piece is reduced to a discussion.

6. 54-10-RW060. Formal A. Letter of Warning alleging poor attendance is reduced to 9 months in OPF.

7. 54-10-RWO83. Formal A. Letter of Warning alleging 66 units of unauthorized overtime is reduced to a discussion.

8. 54-10-RWO78. Formal A. Letter of Warning alleging 22 units of unauthorized overtime is reduced to a discussion.

9. 54-10-RWO87. Formal A. Letter of Warning alleging 67 units of unauthorized overtime is reduced to a discussion.

10. 54-10-RWO95. Formal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

11. 54-10-RWO67. Formal A. Letter of Warning alleging 1.49 hours of unauthorized overtime is rescinded.

12. 54-10-RWO91. Formal A. Letter of Warning alleging unauthorized overtime is reduced to a 6 months in OPF.

13. 54-10-RW174. Informal A. Letter of Warning alleging 80 units of unauthorized overtime is rescinded.

14. 54-10-RW172. Informal A. Letter of Warning alleging 18 units of unauthorized overtime is rescinded.

15. 54-10-RW170. Informal A. Letter of Warning alleging 1.30 hours of unauthorized overtime is rescinded.

16. 54-10-RW041. Formal A. Letter of Warning alleging a failure to deliver an express mail piece by noon (12:28pm) is reduced to a discussion.

17. 54-10-RW160. Informal A. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby paid an additional 250 percent for one hour and the ODL is hereby paid one hour of penalty pay. (This equates to SEXTUPLE TIME for the hour of violation!!)

18. 54-10-RW115. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.30 hours, 12.11 and 12.04 hours.)

19. 54-10-RW130. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 60 hours for the week (64.85 hours, 63.78, 60.83 hours, 61.36, 62.52. 60.72, 62.03, 60.59, 61.19, 60.65, 62.83, 60.94, 62.35, 62.08 and 62.21 hours.)

20. 54-10-RW144. Informal A. Grievant, a TE, is hereby paid 4 hours of guaranteed time. Reported to work, but management sent him home!

21. 54-10-JYG05. Formal A. ESCALATING REMEDY. Grievant is hereby paid an additional 150 percent for 80 units. (This T-6 Carrier was not allowed to work at least 8 hours on one of the routes on their string.)

22. 54-10-RW168. Informal A. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby paid an additional 250 percent for 87 units and the ODL is hereby paid 87 units of penalty pay. (This equates to SEXTUPLE TIME for the 87 units of violation!!)

23. 54-10-RW166. Informal A. ESCALATING REMEDY. Management violated Article 8 Section 5F of the National Agreement. The following NON-ODL Carriers are hereby paid an additional 75 percent for all time worked beyond 10 hours for the day plus a lump sum of $30.00 each (11.23 hours, 11.50 hours and 10.09 hours.)

24. 54-10-RW182. Informal A. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby paid an additional 250 percent for 80 units and the ODL is hereby paid 80 units of penalty pay. (This equates to SEXTUPLE TIME for the 80 units of violation!!)

25. 54-10-RW199. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 60 hours for the week (63.38 hours, 62.59, 62.94 hours, 60.85, 60.39, 63.00, 61.22, 63.17, 61.35, 62.64, 61.91, 64.05, 62.47, 63.77 and 62.68 hours.)

26. 54-10-JYG08. Formal A. ESCALATING REMEDY. Grievant is hereby paid an
27. 54-10-RW158. Informal A. ESCALATING REMEDY. Grievant is hereby paid an additional 200 percent for 1.26 hours. (This T-6 Carrier was not allowed to work at least 8 hours on one of the routes on their string.)

28. 54-10-RW169. Informal A. ESCALATING REMEDY. Grievant is hereby paid an additional 200 percent for 1.21 hours. (This T-6 Carrier was not allowed to work at least 8 hours on one of the routes on their string.)

29. 54-10-RW167. Informal A. ESCALATING REMEDY. The following PTF is hereby paid an additional 75 percent for all time worked beyond 11 and a half hours for the day PLUS A LUMP SUM OF $80.00 (12.00 hours.)

30. 54-10-RW140. Informal A. ESCALATING REMEDY. The following PTF is hereby paid an additional 75 percent for all time worked beyond 11 and a half hours for the day PLUS A LUMP SUM OF $80.00 (11.95 hours.)

31. 54-10-RW141. Informal A. ESCALATING REMEDY. The following PTF is hereby paid an additional 75 percent for all time worked beyond 11 and a half hours for the day PLUS A LUMP SUM OF $80.00 (12.36 hours.)

32. 54-10-RW140. Informal A. ESCALATING REMEDY. The following PTF is hereby paid an additional 75 percent for all time worked beyond 11 and a half hours for the day PLUS A LUMP SUM OF $80.00 (11.95 hours.)

33. 54-10-RW140. Informal A. ESCALATING REMEDY. The following PTF is hereby paid an additional 75 percent for all time worked beyond 11 and a half hours for the day PLUS A LUMP SUM OF $80.00 (11.78 hours.)

34. 54-10-RW150. Informal A. ESCALATING REMEDY. The following PTF is hereby paid an additional 75 percent for all time worked beyond 11 and a half hours for the day PLUS A LUMP SUM OF $80.00 (12.01 hours.)

35. 54-10-RW151. Informal A. ESCALATING REMEDY. The following PTF is hereby paid an additional 75 percent for all time worked beyond 11 and a half hours for the day PLUS A LUMP SUM OF $80.00 (11.57 hours.)

36. 54-10-RW163. Informal A. ESCALATING REMEDY. The following PTF is hereby paid an additional 75 percent for all time worked beyond 11 and a half hours for the day PLUS A LUMP SUM OF $80.00 (12.03 hours.)

37. 54-10-RW138. Informal A. ESCALATING REMEDY. The following TE is hereby paid an additional 50 percent for all time worked beyond 11 and a half hours for the day (12.55 hours.)

38. 54-10-RW162. Informal A. ESCALATING REMEDY. The following TE is hereby paid an additional 50 percent for all time worked beyond 11 and a half hours for the day (12.91 hours.)

41. 54-10-JYG11. Formal A. ESCALATING REMEDY. Grievant is hereby paid an additional 200 percent for one hour. (This T-6 Carrier was not allowed to work at least 8 hours on one of the routes on their string.)

42. 54-10-RW177. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.38 hours, 12.01 and 12.02 hours.)

43. 54-10-RW165. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (13.00 hours, 12.90, 12.95 hours, 12.99, 12.80, 13.27, 12.15, 12.10, 12.31, 12.84, 12.45, 12.19, 12.13, 12.20, 12.26, 13.02, 12.45, 12.72, 12.83, 12.56, 13.41, 13.18, 13.03, 12.55 and 12.76 hours.)

45. 54-10-RW178. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.25 hours, and 12.18 hours.)

46. 54-10-RW179. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.60 hours.)

47. 54-10-RW180. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.27 hours, 12.04, 12.01 hours, 12.02 and 13.31 hours.)

48. 54-10-RW181. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.02 hours, and 12.07 hours.)

49. 54-10-RW191. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.37 hours, 12.45, 12.14 hours and 12.16 hours.)

50. 54-10-RW192. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.07 hours.)

51. 54-10-RW193. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.16 hours and 12.41 hours.)

52. 54-10-RW142. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.48 hours, 12.14, 12.10 hours, 12.75, 12.07, 12.37, 12.32, 12.17, 12.01, 12.40, 12.10, 12.66, 12.40, 12.01, 12.60, 12.13, 12.33, 12.68 and 12.25 hours.)

53. 54-10-RW139. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.75 hours.)

54. 54-10-RW120. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.22 hours, 12.93, 12.40 hours, 12.01, 13.66, 12.21, 13.29, 12.59, 12.77, 13.03, 12.16, 12.73, 12.25 and 13.06 hours.)

55. 54-10-RW153. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 60 hours for the week (60.11 hours, 60.83, 60.50 hours and 60.46 hours.)

56. 54-10-RW136. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 60 hours for the week (60.60 hours, 60.83, 60.50 hours and 60.46 hours.)

57. 54-10-RW127. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 60 hours for the week (60.32 hours, 61.77, 61.92 hours, 66.18, 63.66, 65.12 hours, 64.95 and 63.88 hours.)

58. 54-10-RW121. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 60 hours for the week (61.46 hours, 60.85, 60.86 hours, 60.11, 60.28, 61.25 hours, 60.31 and 62.50 hours.)
59. 54-10-RW123. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 60 hours for the week (60.50 hours and 60.63 hours.)

60. 54-10-RW133. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 60 hours for the week (62.27 hours, 60.13, 61.99 hours, 65.75, 63.43, 66.97, 65.30, 64.33, 63.58, 64.72, 69.69, 62.81, 65.40, 64.60, 64.41 and 60.60 hours.)

61. 54-10-RW114. Formal A. Four Carriers are hereby paid a total of 24 hours of overtime due to inequitable distribution of overtime.

62. 54-10-RW090. Formal A. Management violated Article 8 Section 5G (overtime rules). The NON-ODL is hereby paid an additional 250 percent for 23 units and the ODL is hereby paid 23 units of overtime.

63. 54-10-RW148. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (13.45 hours, 12.54, 13.17 hours, 12.33, 12.34, 12.09, 12.38 and 12.19 hours.)

64. 54-10-RW147. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.45 and 12.35 hours.)

65. 54-10-RW145. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.32 hours and 12.17 hours.)

66. 54-10-RW152. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (13.92 hours, 12.26, 12.47 and 12.04 hours.)

67. 54-10-RW132. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.63 hours, 12.15, 12.14 hours, 12.46, 12.02, 12.09, 12.29, 12.15 and 12.18 hours.)

68. 54-10-RW131. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.18 hours, 12.75, 12.19 hours and 12.16 hours.)

69. 54-10-RW146. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.06 hours, 12.44, 12.23 hours, 12.17, 12.17, 12.95, 12.15, 12.21, 12.49, 12.50, 13.00, 12.79, 12.38 and 12.09 hours.)

70. 54-10-RW154. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 60 hours for the week (63.38 hours.)

71. 54-10-RW194. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 60 hours for the week (61.16 hours, 64.00, 63.07 hours, 61.91, 61.61 and 65.22 hours.)

72. 54-10-RW122. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.17 hours, 12.41 and 12.07 hours.)

73. 54-10-RW125. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.44 hours.)

74. 54-10-RW124. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.20 hours.)

75. 54-10-RW135. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.83 hours.)

76. 54-10-RW134. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.47 hours, 12.01 and 12.02 hours.)

77. 54-10-RW129. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.62 hours, 12.42, 13.13 hours, 12.25, 13.10 and 12.36 hours.)

78. 54-10-RW128. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.04 hours, 12.02, 12.16 hours, 12.01, 12.15, 12.04, 12.03, 12.10 and 12.15 hours.)

79. 54-10-RW137. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.06 hours.)

80. 54-10-RW143. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.19 hours.)

81. 54-10-RW036. Formal A. Two Carriers are hereby paid a total of 16 hours of overtime due to inequitable distribution of overtime.

82. 54-10-RW117. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (12.52 hours.)

83. 54-10-RW116. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 60 hours for the week (60.32 hours and 61.38 hours.)

84. 54-10-RW118. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 12 hours for the day (13.81 hours, 12.40 hours and 13.02 hours.)

85. 54-10-RW119. Informal A. The following full time regulars are hereby paid an additional 50 percent for all time worked beyond 60 hours for the week (61.26 hours, 64.87, 61.87 hours, 60.55, 62.17, 60.71 hours and 60.10 hours.)

86. 54-10-RW092. Formal A. 9 Carriers are hereby awarded 50 units of overtime each. (Started early and guaranteed to work or be paid for their normal tour.)

87. 54-10-RW074. Formal A. Management will comply with the prior grievance settlements.

88. 54-10-RW093. Formal A. Grievant is hereby awarded 50 units of overtime each. (Started early and guaranteed to work or be paid for their normal tour.)

89. 54-10-RW112. Management will cease and desist inserting language into REMOVAL notices that makes it more difficult to attain back pay than what the ELM states. Due to repeat violations, management will pay the charity of the Union’s choice $100.00 with a built in remedy of $200.00 if violated again.

90. 54-10-RW111. Formal A. Grievant is hereby awarded 50 units of overtime each of four days. (Started early and guaranteed to work or be paid for their normal tour.)

91. 54-10-RW112. Management will cease and desist inserting language into REMOVAL notices that makes it more difficult to attain back pay than what the ELM states. Due to repeat violations, management will pay the charity of the Union’s choice $100.00 with a built in remedy of $200.00 if violated again.

92. 54-10-RW176. Formal A. Henceforth, management will abide by the LMU and post the vacation calendars timely. Management will send Ashok to Potomac in an effort to complete the vacation schedule as expeditiously as possible.
93. 54-RW069. Formal A. The 1017-B entry (unauthorized overtime) for 1.49 hours is hereby deleted from the Grievant's 1017-B log. (Management failed to interview the Grievant the next workday as agreed to in our Labor/Management minutes.)

94. 54-RW079. Formal A. The 1017-B entry (unauthorized overtime) for 22 units is hereby deleted from the Grievant's 1017-B log. (Management failed to interview the Grievant the next workday as agreed to in our Labor/Management minutes.)

95. 54-RW085. Formal A. The 1017-B entry (unauthorized overtime) for 66 units is hereby deleted from the Grievant's 1017-B log. (Management failed to interview the Grievant the next workday as agreed to in our Labor/Management minutes.)

96. 54-RW093. Formal A. The 1017-B entry (unauthorized overtime) for 67 units is hereby deleted from the Grievant's 1017-B log. (Management failed to interview the Grievant the next workday as agreed to in our Labor/Management minutes.)

97. 54-RW084. Formal A. Management will act on a 3996 upon submission by the Carrier and will inform the Carrier if the time is authorized or not (at that time.)

98. 54-10-JYG12. Formal A. Management hereby agrees to change the Potomac break time from 5 minutes after clocking on to 0950 for all Carriers effective immediately. Management will provide a Service Talk to inform all employees of this settlement.

99. 54-10-JYG17. Informal A. Grievant will be treated with dignity and respect.

100. 54-10-RW094. Formal A. Henceforth, a Work Assignment employee will not be instructed to curtail mail on their own route to create artificial undertime unless the curtailed mail has future dates marked on it.

101. 54-10-RW186. Informal A. The tardy slip for the date is hereby rescinded. From this point forward, management will comply with the F-21 handbook Section 143.12c and the 3971 will be completed the same day as any tardiness.

102. 54-10-RW175. Informal A. All 1017-B entries (unauthorized overtime) are hereby deleted from the Grievant's 1017-B log.

103. 54-10-RW173. Informal A. All 1017-B entries (unauthorized overtime) are hereby deleted from the Grievant's 1017-B log.

104. 54-10-RW171. Informal A. All 1017-B entries (unauthorized overtime) are hereby deleted from the Grievant's 1017-B log.

105. 54-10-RW068. Formal A. Henceforth, a Work Assignment employee will not be instructed to curtail mail on their own route to create artificial undertime unless the curtailed mail has future dates marked on it.

106. 54-10-KA31. Informal A. Grievant will be treated with dignity and respect and will cease and desist being disrespectful when the Grievant calls back to notify management that they cannot make it in the time authorized.

107. 54-10-RW082. Formal A. Henceforth, a Work Assignment employee will not be instructed to curtail mail on their own route to create artificial undertime unless the curtailed mail has future dates marked on it.

108. 54-10-RW072. Formal A. Management will pay the charity of the Union's choice $500.00 for failing to provide information to the Union within 24 hours. This is consistent with hundreds of prior settlements including STEP B decisions.

109. 54-10-RW077. Formal A. Grievant will be treated 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.

110. 54-10-RW081. Formal A. Grievant will be treated 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.

111. 54-10-RW088. Formal A. Grievant will be treated 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.

112. 54-10-RW086. Formal A. The tardy slip for the date is hereby rescinded. From this point forward, management will comply with the F-21 handbook Section 143.12c and the 3971 will be completed the same day as any tardiness.

113. 54-10-RW203. Informal A. All 1017-B entries (unauthorized overtime) are hereby deleted from the Grievant's 1017-B log.

114. 54-10-RW187. Informal A. All 1017-B entries (unauthorized overtime) are hereby deleted from the Grievant's 1017-B log.

**INSTALLATION-WIDE ROCKVILLE**

1. 79-10-VF28. Formal A. 14 DAY SUSPENSION alleging IMPROPER CONDUCT is rescinded because of a due process error.

2. 79-10-CC1038. Informal A. Letter of Warning alleging poor attendance is rescinded.

3. 79-10-VF31. Formal A. Letter of Warning alleging poor attendance is reduced to a discussion.

4. 79-10-VF33. Informal A. Letter of Warning alleging poor attendance is reduced to one year in QPF.

5. 79-10-CC1043. Formal A. Three Carriers are hereby awarded a total of $1,507.08 due to inequitable distribution of overtime.

6. 79-10-CC1039. STEP B. Management prohibited the Grievant from writing “Under Protest” on the Modified Job Offer presented to him. Resolved; Management violated the contract.

7. 79-10-CC1036. Formal A. Management violated Article 8 Section 5G (overtime rules) on ten different days. 9 NON-ODL'S are hereby awarded an additional 150 percent for a total of $545.09 and 8 ODL’s are hereby awarded a total of $545.10.
8. 79-10-VF38. Informal A. Management violated Article 8 Section 5G (overtime rules). A NON-ODL is hereby awarded an additional 150 percent for 49 units and an ODL is hereby awarded 49 units of overtime.

9. 79-10-CC1041. Formal A. Grievant was paid incorrectly on his N/S day. Grievant is hereby paid an additional 50 units of overtime and an additional 50 percent for 1.85 hours.

10. 79-10-CC1037. Informal A. Three weeks of annual leave were cancelled and not reposted. Resolved; Three weeks are hereby posted in accordance with the LMU.

11. 79-10-VF22. Informal A. Management will cease and desist stalling tactics. Management will inform the Steward if the grievance is sustained or denied.

12. 79-10-VF19. Informal A. Management will cease and desist from delaying accountable mail on routes that are being pivoted and/or bumped out.

**TWINBROOK**

1. 53-10-MS48. ARBITRATION. REMOVAL alleging a failure to comply with a direct order is reduced to a Letter of Warning and further reduced from two years to 4 months and 26 days in OPF.

2. 53-10-MS58. Informal A. REMOVAL alleging unacceptable conduct on the workroom floor is reduced to a 14 day paper suspension and further reduced to one year in the Grievant’s OPF. Management will not cite this discipline as a prior element in any subsequent discipline, unless the charge is “Unacceptable Conduct relating to workplace behavior.”

3. 53-10-MS77. Formal A. REMOVAL for sliding into the back of another vehicle in a rainstorm is reduced to a 7 day paper suspension. Management will not cite this discipline as a prior element in any subsequent discipline, unless the charge is “At-fault vehicle accident.”

4. 53-10-MS97. Formal A. 14 DAY SUSPENSION for parking on the wrong side of the road to deliver a parcel is reduced to a Letter of Warning and further reduced to one year in OPF.

5. 53-10-MS93. Formal A. 14 DAY SUSPENSION for parking on the wrong side of the road to deliver a parcel is reduced to a Letter of Warning and further reduced to one year in OPF.

6. 53-10-MS64. Informal A. 7 DAY SUSPENSION alleging 8 hours of AWOL is reduced to 6 months in OPF. The AWOL is hereby changed to 8 hours of EAL.

7. 53-10-MS94. Formal A. 7 DAY SUSPENSION alleging poor attendance is reduced to a Letter of Warning and further reduced to one year in OPF.

8. 53-10-MS71. Formal A. 7 DAY SUSPENSION alleging that the Grievant was partly out of proper uniform is rescinded.

9. 53-10-MS68. Informal A. 7 DAY SUSPENSION alleging 8 hours of AWOL is reduced to 6 months in OPF. Management will not cite this discipline as a prior element in any subsequent discipline, unless the charge is related to attendance issues.

10. 53-10-MS98. Formal A. 7 DAY SUSPENSION alleging unauthorized overtime (7 minutes and the supervisor was with the Grievant for the day) is rescinded.

11. 53-10-MS43. Formal A. Letter of Warning alleging poor attendance is reduced to 6 months in OPF.

12. 53-10-MS41. Formal A. Letter of Warning for wearing sunglasses on the workroom floor is rescinded.

13. 53-10-MS60. Formal A. Letter of Warning alleging poor attendance is rescinded.

14. 53-10-MS66. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.

15. 53-10-MS36. STEP B. Letter of Warning alleging poor attendance is rescinded. (Management was citing on the job injury dates.)

16. 53-10-MS83. Formal A. The following TE’s are hereby paid an additional 50 percent for all hours worked beyond 11 and a half hours for the day; 12.86 hours and 11.95 hours.

17. 53-10-MS82. Formal A. ESCALATING REMEDY. The following PTF’s are hereby paid an additional 75 percent for all hours worked beyond 11 and a half hours for the day plus a lump sum of $80.00 each; 14.34 HOURS!, 13.13 HOURS!, 12.30 hours and 12.61 hours.

18. 53-10-MS39. STEP B. Opting violation. Management is ordered to cease and desist.

19. 53-10-MS23. Formal A. Consistent with a PRE-ARB on this same issue (The Carrier Expectation Worksheet), management will not discuss job performance on the open workroom floor.

20. 53-10-MS61. Formal A. Station Manager Lennie Jones will treat the Grievant with dignity and respect.

21. 53-10-MS63. Formal A. The AOT charge (Absent from overtime) is hereby removed.

22. 53-10-MS46. Formal A. Grievant will be treated with dignity and respect.

23. 53-10-MS51. STEP B. Management will provide Limited Duty work in compliance with 546 of the ELM. Grievant will be paid for all lost wages.

24. 53-2010-MS50. STEP B. Management is ordered to cease and desist refusing CA-17’s where the physician has clarified a restriction on the form.

25. 53-10-MS56. Formal A. Management will update the posted leaving and return times with the correct information.

26. 53-10-MS42. Formal A. Grievant will be permitted to buy back his leave in accordance with 512.923 of the ELM.

27. 53-10-MS55. Formal A. Management will cease and desist enclosing expunged discipline or anything other than the modified disciplinary actions when compiling their packets of information to Step B.
Once again it is about that time, national contract negotiations. No doubt this contract will be the toughest in NALC history. With the country in a recession, a freeze on government employees pay for two years, a 2 trillion dollar deficit, a 9% unemployment rate, and paying for a war in Iraq will make it tough in negotiations with the postal service. The postmaster general will no doubt try and use these things as leverage in negotiations.

The APWU is still currently in negotiations with the postal service. The Rural Carriers Union was first and negotiations broke down with the postal service and is going to national arbitration. The NALC and MHU are up next year for negotiations. This has been the union order for years in contract negotiating with the postal service. Instead of the “Fantastic Four” we need just one postal union. There have been debates and a call for this idea in the past. The time is now to do it more than ever before. The postal service has made a practice of trying to play one union against another. Whatever the offer is to the Rural Carriers Union and APWU gets passed on down the line to the other unions. Despite the work performed by the different unions, members are not the same.

The postal service gave us a preview of what it will be offering to the NALC from the offers it has given to the first two unions Rural Carriers and APWU as follows:

1. Wage freeze for the life of the contract
2. Increase in share of employees health benefits
3. Eliminate the COLA
4. Increase the years for the no-layoff clause currently six years for NALC. The Postal Servic offered 16 years
5. Change the high 3 for retirement to a high 5
6. Lower wage scale for new career employees
7. Substantially increase the part-time workforce like that of UPS.
8. Relaxing of the work rules

One postal union would be the power of one. It would strengthen the unions against the postmaster general’s attempt to destroy the postal unions. Former postmaster general Jack Potter did not hide this fact. The postal service will no doubt be pulling out all the tricks. It has been asking the US Congress to intervene in the collective bargaining process with the postal unions and mandate concessions from the postal unions. The US Congress has no business meddling in collective bargaining and should just stay out of it. The postal service made the government agency top ten list for wasting taxpayers money. The call for privatizing the postal service is once again being heard.

The postal service has lost billion of dollars the last 6 years. Management claims it would have no deficit if it didn't have to pay into the pre-retirement for employees by law and refunded over payment into this pre-retirement plan for employees. Well this will never happen. Because if Congress reimbursed this over payment to the postal service it would add to the US deficit. “Together we stand, divide we fall.”

Theo Anthony
Shop Steward
Pike Annex

“Refuse to struggle you dare to lose”
The Editor’s Page

FSS Adjustments

On January 22, FSS Route adjustments were implemented in the Twinbrook Station in Rockville, as well as in the Derwood Station. The data used street times from a pre-FSS environment. This means that park and loop routes street times were adjusted as if they still carried 2 bundles with occasional 3rd bundles with a single piece per house instead of the new styles of FSS, DPS and Residual bundles. For mounted routes, the stops were adjusted as if they do not have an additional FSS bundles on a daily basis. The Postal Service used the COR program to move territory, apparently (as usual) not allowing any “allied” time on the street. There was no union input.

Initially, the results have been less than perfect. We saw routes gain as many as 120 stops (walking), which the Postal Service data indicated could be accomplished in 33 minutes. The first weeks of implementation saw massive OT and super late delivery, and a culture of management denial. Recently, to avoid the late delivery, management has been scheduling N/S day ODLs. It is interesting that prior to 1/22, the positions that covered this work was paid at the straight time rate. We will be pursuing our contractual rights for a 60 day review to address the overburdened routes.

While it is proper to take management to task for the FSS boondoggle, it would be irresponsible to give them all the blame. We are all aware of the ways routes are adjusted through the “RAP” process with office time being matched to mail volume - each and every time our carriers cased sequenced mail and DPS to “save” time on the street, we lost part of a bid position. Now the same thing is happening with the FSS. Ironically, the people I observe casing FSS (and DPS) are often those lowest on the seniority totem pole, the one’s whose jobs are most at risk.

Election Reflection

Well, now we know. The so-called Tea Party, the rebranded Republican Party, swept into the House of Representatives after campaigning on a jobs platform. So far, no jobs legislation has been proposed or enacted, and the culture wars have been re-ignited under the guise of “limited government” or deficit reduction. Of particular concern for working people should be the attempt by House Republicans to defund the NLRB (National Labor Relations Board) which is integral to defending union rights. The House Republicans have spent plenty of time attempting to repeal the new health care law, but we haven’t seen any effort to replace it.

This, of course, has been overshadowed by the events in Wisconsin, where under the guise of balancing the budget, Republican Governor Scott Walker is attempting to bust the public employees unions (except those which supported him politically), despite the fact they have agreed to all his financial give-back proposals. This action is being watched closely by his political allies, because if he succeeds, the attempt to bust unions will spread across the nation.

So, how did we come to this? It’s really pretty simple: in the 2010 election, what might be called the “Obama Coalition” failed to show up at the voting booth, and the conservative element of the electorate did. Republicans captured the House of Representatives, they control the Supreme Court and the majority of governorships and state legislature. I’m well aware of many of my union brothers and sisters who sat out the past election, as well as many of my “liberal” friends. My conservative friends flocked to the polls. It’s a lot like the FSS issue where many carriers have not taken an interest in how their routes would be affected by their actions (casing DPS, FSS & sequenced mail) and are now in shock that routes are being abolished and their jobs are in jeopardy. Liberals, union people and independent who sat home waiting for the perfect candidate or nor believing what the Tea Party candidates said are now in shock that.....their jobs are in jeopardy.

Mike Shawn
Editor,
NALC Branch 3825
editor’s note: Following are 2 MOU’s regarding FSS route adjustments and implementation

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO

RE: FSS Implementation

The United States Postal Service and National Association of Letter Carriers, AFLCIO mutually recognize that the delivery point sequencing of flat mail will change the delivery environment, ultimately producing better service for postal customers. The Postal Service experienced significant benefits in 1993 by automating the processing and sequencing of letter mail, as the parties worked together to implement that technology. In the interest of working jointly on this technology the parties agree to the following:

1. Once FSS is fully implemented in a delivery unit, management will determine the methods to estimate impact in a delivery unit and make route adjustments accordingly.

2. Sixty days after implementing route adjustments for FSS, the local parties will review the adjustments to ensure that routes are as near 8 hours as possible. This sixty day period will not count toward the special route inspection process (Section 271, Handbook M-39; Section 918, Handbook M-41). If either party determines that the route(s) is not properly adjusted, then the route(s) will be adjusted in accordance with the provisions of Handbook M-39 or, if applicable, a locally agreed upon adjustment formula.

The terms of this Memorandum are effective immediately and continue through all phases of Flats Sequencing System (FSS) implementation.

Date: September 11, 2007

CARRIER OPTIMAL ROUTING (COR) SETTLEMENT
Q01N-4Q-C 05022605 (M-01661)

After reviewing this matter, the parties agree to the following:
The Carrier Optimal Routing (COR) process is a management tool to assist with the adjustment of letter carrier routes pursuant to Chapter 2 of Handbook M-39. No components of the COR program or application of the COR process will be inconsistent with the route inspection, evaluation, or adjustment process found in Chapter 2 of the M-39 Handbook. Should the Postal Service develop COR for use in the minor route adjustment process, related components of the COR program or application of the COR process will be consistent with the specific minor route adjustment formula in Section 141.19 of Handbook M-39. Local parties that have established, by mutual agreement, an alternate route adjustment method may also use applications of COR consistent with their alternate route adjustment process. To facilitate the practical application of this understanding, when transferring territory the back of the PS Form 1840 will indicate, by sector segment, any change in street credit from the actual street time used in sector-segment on PS Form 3999; including all relay, travel, allied time, etc. Any such adjustment to the carrier’s actual street time must
be documented and explained by appropriate comments on the reverse of PS Form 1840. Additionally, any time adjustment to the base street time, which must be selected pursuant to M-39 Section 242.321, will be documented and explained under the comments section on the reverse of PS Form 1840. Travel To, Travel From, and Travel Within times must be validated, documented, and discussed during carrier consultation. The actual time should be taken from the Inspection PS Form 3999, unless a new pattern is created during the route adjustment process. If a new travel pattern has been created, the new times must be validated.

Notwithstanding any disputes regarding documentation of and/or justification for time adjustments made, the intent of the previous paragraph is for the letter carrier to be made aware of any proposed time adjustment to the carrier’s base street time and/or to the street time of the territory being transferred. Time adjustments for territory being transferred will be by sector-segment, including all relay, allied, parcels, accountables, etc.

Any time adjustment to a carrier’s base street time must comply with the M-39 Section 242.345 through 242.347.

Any grievance held pending a decision on this case will be resolved consistent with the principles of this agreement.

Date July 30, 2007

The terms of this settlement became effective September 11, 2007 with the ratification of the 2006-2011 National Agreement.

The following Remarks are from Brother Will Jackson in memoriam for our friend and union brother Larry Brown, who passed in November of 2010.

Good morning everyone. I am Will Jackson from Rockville Main Office and I’m here to say a few words about my friend and co-worker Larry Brown. LB, as I called him was much more than just a co-worker, he was a great person. I met LB in 1994 when I bid on a route at Main Office and after being there a little while, one day during a break LB and I were talking and I found out he was in the Air Force Reserves. I was in the Army Reserve so we would talk about our different military experiences. During our many tears of carrying mail at Main Office I found out LB was not only a dynamic letter carrier, he was also a dedicated family man. You see, he was in the Air Force Reserve, a Letter Carrier and working another job at Giant Food to provide a better life for his family. As a letter carrier, LB was the best, not only carrying his route but doing street assistance daily on other routes, even when he wasn’t feeling well. LB never gave up, he was a proud and humble man who kept on pushing, even when the supervisor’s would tell him he wasn’t getting anything extra he would tell them he could handle it. LB will be greatly missed by all of us who knew him, especially your “Main Office Family” and when I say family I mean Carriers Clerks, Mail Handlers and Supervisors. We all love you LB. City 41 will not be the same without you there because I walk by and say “L Beeeeeeee” I will no longer hear “Will Jackson” And now a poem that truly speaks from my heart - here’s to you LB.

If Tears Could Build a Stairway

If tears could build a stairway and thoughts a memory lane
I’d walk right up to heaven and bring you home again
No Farewell words were spoken No time to say good-bye
You were gone before I knew it And only God knows why.
Our heart’s still active in sadness And secret tears still flow
What it meant to lose you No one can ever know.
But now I know you want us To mourn for you no more
To remember all the happy times Life still has much in store.
Since you’ll never be forgotten I pledge to you today
A hallowed place within my heart Is where you’ll always stay.
**APRIL 2011**

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**Pay Day 7**

**Pay Day 8**

**Pay Day 9**

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**The economy tanks because consumers don't spend.**