

## PIKE ANNEX

1. 52-08-SMS2. Formal A. 14 DAY SUSPENSION for having a backing accident is reduced to a Letter of Warning.
2. 52-08-SMS7. Informal A. Grievant agreed to withdraw this case at the Informal A meeting when management presented evidence that his overtime was equitable during the quarter.
3. 52-08-SMS5. Informal A. Letter of Warning alleging poor attendance is reduced to 4 months in OPF provided that the Grievant does not use more than three unscheduled absences during this 4 month period.
4. 52-08-SMS3. Step B. Grievant received many months of back pay and management was ordered to bring the Grievant back to work. However, management would not allow the Carrier to work his street duties. Resolved; Effective immediately, the Grievant will be allowed to work his street duties minus the street where the allegation was involved.
5. 52-2008-MC4. Formal A. REMOVAL alleging hundreds of hours of AWOL and IMPROPER CONDUCT. Grievant agreed to resign and the Union was able to get approximately \$7,000.00 in AWOL converted to paid leave and a Letter of Demand for \$2,885.18 rescinded.
6. 52-2008-MC7. Formal A. Letter of Demand for \$2,885.18 is hereby rescinded.
7. 52-2008-MC5. Formal A. Approximately \$7,000.00 in AWOL is hereby changed to paid leave.
8. 52-08-SMS12. Formal A. Management violated Article 8 Section 5G/The Letter Carrier Paragraph (overtime rules.) 2 NON-ODL'S are hereby awarded an additional 175 percent for 58 units and an ODL is awarded an additional 58 units of overtime.
9. 52-08-SMS14. Formal A. Management violated Article 8 Section 5G/The Letter Carrier Paragraph (overtime rules.) 2 NON-ODL'S are hereby awarded an additional 175 percent for 2.49 hours and 5 ODL's are awarded an additional 2.49 hours of overtime.
10. 52-08-SMS11. Formal A. Management violated Article 8 Section 5G/The Letter Carrier Paragraph (overtime rules.) 2 NON-ODL'S are hereby awarded an additional 175 percent for 1.11 hours and 2 ODL's are awarded an additional 1.11 hours of overtime.
11. 52-08-SMS13. Formal A. Management violated Article 8 Section

5G/The Letter Carrier Paragraph (overtime rules.) 1 NON-ODL is hereby awarded an additional 175 percent for 36 units and 1 ODL is awarded an additional 36 units of overtime.

12. 52-08-SMS15. Formal A. Management violated Article 8 Section 5G/The Letter Carrier Paragraph (overtime rules.) 2 NON-ODL'S are hereby awarded an additional 175 percent for 96 units and 1 ODL is awarded an additional 96 units of overtime.

13. 52-08-SMS18. Formal A. Management violated Article 8 Section 5G/The Letter Carrier Paragraph (overtime rules.) A NON-ODL is hereby awarded an additional 175 percent for 50 units and 1 ODL is awarded an additional 50 units of overtime.

14. 52-08-SMS21. Formal A. Management violated Article 8 Section 5G/The Letter Carrier Paragraph (overtime rules.) A NON-ODL is hereby awarded an additional 175 percent for 88 units and 1 ODL is awarded an additional 88 units of overtime.

15. 52-08-SMS19. Formal A. Management violated Article 8 Section 5G/The Letter Carrier Paragraph (overtime rules.) A NON-ODL is hereby awarded an additional 175 percent for 20 units and 1 ODL is awarded an additional 20 units of overtime.

16. 52-08-SMS22. Formal A. Management violated Article 8 Section 5G/The Letter Carrier Paragraph (overtime rules.) A NON-ODL is hereby awarded an additional 175 percent for 2.01 hours and 1 ODL is awarded an additional 2.00 hours of overtime and one unit of penalty pay.

17. 52-08-SMS16. Formal A. Management violated Article 8 Section 5G/The Letter Carrier Paragraph (overtime rules.) A NON-ODL is hereby awarded an additional 175 percent for 1.61 hours and 3 ODL'S are awarded an additional 1.61 hours of overtime.

18. 52-08-SMS17. Formal A. Management violated Article 8 Section 5G/The Letter Carrier Paragraph (overtime rules.) A NON-ODL is hereby awarded an additional 175 percent for 1.90 hours and 2 ODL'S are awarded an additional 1.90 hours of overtime.

19. 52-08-SMS20. Formal A. Management violated Article 8 Section 5G/The Letter Carrier Paragraph (overtime rules.) A NON-ODL is hereby awarded an additional 175 percent for 1.56 hours and 3 ODL'S are awarded an additional 1.56 hours of overtime.

20. 52-08-SMS9. Formal A. Management required documentation for a sick call and deemed the documentation unacceptable, thus , denying the sick leave and charging the Grievant AWOL. Grievance was withdrawn at Formal A because the case was

unwinnable. The Grievant wrote a note excusing himself. This would never be accepted by the Step B team or an arbitrator.

21. 52-08-SMS25. Formal A. Management put a 1017-B entry on the Grievant's 1017-B log for 55 units. We withdrew the grievance at Formal A because the Grievant did not submit a 3996 nor did the Grievant call back to inform management that they could not complete the assignment in the allotted time.

22. 52-08-SMS29. Formal A. 14 DAY SUSPENSION for running the vehicle into the back of another vehicle on a cul-de-sac is reduced to a Letter of Warning.

23. 52-08-SMS31. Formal A. Letter of Warning for 3.84 hours of unauthorized overtime (ended tour at 2043 or 8:26pm) is reduced to 7 months in OPF. Grievant did not submit a 3996 nor did the Grievant call back and talk to a supervisor about not being able to complete the assignment in the allotted time.

24. 52-08-SMS8. Step B. Grievant is awarded a lump sum of \$1,622.00 due to inequitable distribution of overtime.

25. 52-08-SMS33. Formal A. Grievant is awarded 2 hours of overtime pay for having to write grievances off the clock due to management repeatedly denying her Union time.

26. 52-08-SMS23. Formal A. Management hereby agrees to remove the following 1017-B entries (unauthorized overtime) from the Grievant's 1017-B log; 13 units, 1.35 hours, 1.56 hours, 39 units and 17 units. The Grievant called back on these 5 days and was told to keep delivering the mail. This authorizes the time!

27. 52-08-SMS26. Formal A. Management hereby agrees to remove the 1017-B entry (unauthorized overtime) for 18 units from the Grievant's 1017-B log. The Grievant called back and was told to keep delivering the mail. This authorizes the time!

28. 52-08-SMS24. Formal A. Management hereby agrees to remove the following 1017-B entries (unauthorized overtime) from the Grievant's 1017-B log; 1.90 hours, 50 units, 2 hours, 1.14 hours, 57 units, 75 units, 25 units, 20 units and 88 units. The Grievant called back on these 9 days and was told to keep delivering the mail. This authorizes the time!

29. 52-08-SMS28. Formal A. Management hereby agrees to remove the 1017-B entry (unauthorized overtime) for 7 units from the Grievant's 1017-B log. The Grievant called back and was told to keep delivering the mail. This authorizes the time!

30. 52-08-SMS27. Formal A. Management hereby agrees to remove

the 1017-A entry (DISALLOWED TIME) for 16 units from the Grievant's 1017-A log. In order for management to disallow your time, management must witness you not working. This is the only way management can disallow your time!

31. 52-08-SMS30. Formal A. Letter of Warning alleging poor attendance is rescinded.

32. 52-2007-MC110. Informal A. Management will treat the Grievant fairly and equitably in the application and handling of DPS mail.

33. 52-2007-MC111. Informal A. In order to comply with the arbitration award concerning the Removal action levied against the Grievant, management will consult with the Grievant for his annual leave selections.

34. 52-2007-MC109. Informal A. Grievant, a PTF, is awarded 2 hours of pay. It was unclear as to whether the Grievant was scheduled to work or not.

35. 52-2008-MC18. Informal A. Management will cease and desist the practice of treating the Grievant with disrespect when she seeks time off to attend to doctor's appointments or for any other instance.

36. 52-2008-MC15. Informal A. Management will immediately change the 7.80 hours of AWOL to 7.80 hours of paid sick leave.

37. 52-2008-MC12. Formal A. Management charged the Grievant LWOP instead of COP (continuation of pay) for an injury. We withdrew the grievance when management processed a pay adjustment for the COP.

38. 52-2008-MC11. Formal A. Letter of Warning alleging a failure on 16 express mail pieces is reduced to a discussion.

39. 52-2008-MC6. Informal A. Management included improper instructions in their Notice of Removal packet which would have made it more difficult for the Grievant to receive unemployment compensation. Management will provide the Grievant with the correct and proper sections of the ELM.

40. 52-2008-MC21. Informal A. Management included improper instructions in their Notice of Removal packet which would have made it more difficult for the Grievant to receive unemployment compensation. Management will provide the Grievant with the correct and proper sections of the ELM (436.42(e).) Due to repeat violations and at least one Step B decision on this issue, the Union is awarded \$100.00 to be donated to the charity

of the Union's choice. THIS IS AN ESCALATING REMEDY!

41. 52-2008-MC10. Step B. The 8 hours of AWOL is changed to 8 paid hours of unscheduled annual leave.

42. 52-2008-MC26. Informal A. The 8 hours of AWOL is hereby changed to 8 hours of paid sick leave.

43. 52-2007-MC85. PRE-ARBITRATION. Letter of Demand for \$16.25 for delivering an express mail piece at 12:24 pm is rescinded.

44. 52-07-SMS22. PRE-ARBITRATION. Letter of Warning alleging unauthorized overtime, using penalty time and getting off the clock at 1846 is rescinded.

45. 52-2007-MC112. PRE-ARBITRATION. Letter of Warning alleging unauthorized overtime, using penalty time and getting off the clock at 1889 is rescinded.