

# PIKE ANNEX

1. 52-2007-MC70. Informal A- Remanded from Formal A. Management refused to post two weeks of annual leave that was cancelled. Resolved; The two weeks will be posted.
2. 52-2006-MC45. PRE-ARB. Grievant is hereby paid a lump sum of \$200.00 due to management renegeing on prior grievance settlements.
3. 52-2007-MC59. Formal A. The Harnest-Hogan settlement (Management's obligations under the FECA) is in full force and effect and management agrees to cease and desist violating it.
4. 52-2007-MC60. Formal A. Grievant will be provided the proper form to be reimbursed for a prescription he was told to get as a result of a dog bite he suffered on the job.
5. 52-2007-MC43. Formal A. The 14 DAY SUSPENSION for a backing accident is reduced to a Letter of Warning.
6. 52-2007-MC40. Formal A. The NON-ODL Carrier is hereby paid an additional 125 percent for a total of 8.15 hours and four ODL's are hereby paid 8.15 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 21, 2007.
7. 52-2007-MC42. Formal A. Letter of Warning alleging poor attendance is reduced to a discussion.
8. 52-2006-MC83. Step B. Letter of Demand for \$835.62 is hereby rescinded.
9. 52-07-SMS1. Informal A. From this point forward, management will allow Carriers to complete 3971's on the clock.
10. 52-2006-MC55. Step B. Letter of Warning for an express mail failure is reduced to a discussion.
11. 52-2007-MC13. Formal A. The 1017-B entry (unauthorized overtime) for 94 units will be removed from the 1017-B log in one year (Grievant did not call back to notify management that they could not complete the assignment in the allotted time.)
12. 52-2007-MC30. Formal A. Grievant, a NON-ODL, is paid an additional 75 percent for 1.21 hours plus a lump sum of \$30.00 due to management violating Article 8.5F.
13. 52-2007-MC32. Formal A. Grievant is paid 3.61 hours of overtime due to management failing to pay the Grievant 8 hours of overtime on their nonscheduled day.

14. 52-2007-MC38. Formal A. Grievant is paid 5.70 hours of overtime due to management failing to pay the Grievant 8 hours of overtime on their nonscheduled day.
15. 52-2007-MC36. Formal A. Grievant, a NON-ODL, is paid an additional 75 percent for 2.12 hours plus a lump sum of \$30.00 due to management violating Article 8.5F.
16. 52-2007-MC36A. Formal A. Grievant, a NON-ODL, is paid an additional 75 percent for 1.17 hours plus a lump sum of \$30.00 due to management violating Article 8.5F.
17. 52-2007-MC34. Formal A. Grievant, a NON-ODL, is paid an additional 75 percent for 1.54 hours plus a lump sum of \$30.00 due to management violating Article 8.5F.
18. 52-2007-MC35. Formal A. Four NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 22.14 hours and fourteen ODL's are hereby paid 22.14 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 16, 2007.
19. 52-2007-MC52. Formal A. 9 ODL Carriers are awarded a total of 64 hours of overtime due to inequitable distribution of overtime.
20. 52-2007-MC51. Formal A. Management will cease and desist the willful disregard or defiance of posting the overtime log at the end of the calendar quarters.
21. 52-2007-MC53. Formal A. From this point forward, management will pay the charity of the Union's choice \$250.00 due to management failing to provide information to the Union within 24 hours.
22. 52-2007-MC54. Formal A. From this point forward, management will pay the charity of the Union's choice \$250.00 due to management failing to provide information to the Union within 24 hours.
23. 52-2007-MC55. Formal A. From this point forward, management will pay the charity of the Union's choice \$100.00 due to management refusing to meet an Informal A within 14 days.
24. 52-2007-MC66. Formal A. From this point forward, management will pay the charity of the Union's choice \$100.00 due to management refusing to meet an Informal A within 14 days.
25. 52-2007-MC6. Step B. 2 NON-ODL Carriers are hereby paid an additional 150 percent for a total of 14.70 hours and the ODL's are hereby paid 14.70 hours of overtime and penalty pay as

applicable due to management violating Article 8 Section 5G (overtime rules) on January 3, 2007.

26. 52-2007-MC19. Step B. 1 NON-ODL Carrier is hereby paid an additional 150 percent for a total of 7.94 hours and 7 ODL's are hereby paid 7.94 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on January 16, 2007.

27. 52-07-SMS2. Step B. A Carrier is awarded \$10.00 due to the Station Manager performing craft work by picking up the express mail at the Main Office in Rockville.

28. 52-2007-MC25. Step B. 2 NON-ODL Carriers are hereby paid an additional 175 percent for a total of 16.18 hours and 5 ODL's are hereby paid 16.18 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 8, 2007.

29. 52-2007-MC27. Step B. 2 NON-ODL Carriers are hereby paid an additional 175 percent for a total of 16.00 hours and 5 ODL's are hereby paid 16.00 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 9, 2007.

30. 52-2007-MC44. Formal A. Management will cease and desist allowing Carriers to work off the clock.

31. 52-2007-MC50. Formal A. 2 NON-ODL Carriers are hereby paid an additional 125 percent for a total of 1.28 hours and 1 ODL is hereby paid 1.28 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on March 9, 2007.

32. 52-2007-MC46. Formal A. The Shop Steward is awarded 4 hours of overtime for having to write grievances off the clock due to management refusing to grant Union time back in March of 2007.

33. 52-2007-MC48. Formal A. Management refused to re-post vacation weeks that were cancelled. Resolved; The weeks are hereby re-posted.

34. 52-2007-MC64. Informal A. Grievant is paid .51 hours of overtime due to management failing to pay the Grievant 8 hours of overtime on their nonscheduled day.

35. 52-2007-MC61. Informal A. Letter of Warning for being bit by a dog and failing to carry dog spray or the satchel is reduced to one year in OPF.

36. 52-2007-MC16. Formal A. The 1017-B (unauthorized overtime)

entry for 50 units is deleted from the log.

37. 52-2006-MC65. ARBITRATION. REMOVAL alleging that the Grievant removed pornographic magazines from the mail is upheld.

38. 52-07-SMS8. Informal A. The 8 hours of AWOL is changed to 8 hours of LWOP.

39. 52-2007-MC45. Formal A. Grievant is paid 2.00 hours of overtime due to management failing to pay the Grievant 8 hours of overtime on their nonscheduled day.

40. 52-2007-MC24. Formal A. The leave for the month in question is hereby changed to approved FMLA leave. All records will reflect this change.

41. 52-07-SMS7. Informal A. Grievant is awarded an additional 50 percent for 7.25 hours due to management prohibiting the Grievant from working on her assignment.

42. 52-07-SMS6. Informal A. Grievant is awarded an additional 50 percent for 8.00 hours due to management prohibiting the Grievant from working on her assignment.

43. 52-07-SMS5. Informal A. Grievant is awarded an additional 50 percent for 6.48 hours due to management prohibiting the Grievant from working on her assignment.

44. 52-2007-MC22. Informal A. Grievant is given 16 hours of make-up opportunities due to inequitable distribution of overtime.

45. 52-2007-MC39. Formal A. The 6 hours of AWOL is changed to 6 hours of approved EAL.

46. 52-2007-MC12. Formal A. The 1017-B (unauthorized overtime) entry for 4.70 hours is hereby deleted from the log.

47. 52-2006-MC85. Step B. The Letter of Demand for \$357.09 is hereby rescinded.

48. 52-2007-MC11. Formal A. The 1017-B (unauthorized overtime) entry for 4.57 hours is hereby deleted from the log.

49. 52-2006-MC84. Step B. The Letter of Demand for \$1,138.64 is hereby rescinded.

50. 52-2007-MC10. Formal A. The 1017-B (unauthorized overtime) entry for 4.53 hours is hereby deleted from the log.

51. 52-2007-MC29. Formal A. Two NON-ODL Carrier's are hereby paid an additional 125 percent for a total of 17.22 hours and ten ODL's are hereby paid 17.22 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 13, 2007.

52. 52-2007-MC31. Formal A. A NON-ODL Carrier is hereby paid an additional 125 percent for a total of 5.39 hours and three ODL's are hereby paid 5.39 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 14, 2007.

53. 52-2007-MC33. Formal A. A NON-ODL Carrier is hereby paid an additional 125 percent for a total of 9.54 hours and six ODL's are hereby paid 9.54 hours of overtime and penalty pay as applicable due to management violating Article 8 Section 5G (overtime rules) on February 15, 2007.

54. 52-2007-MC66. Informal A. Management, specifically the FMLA Coordinator, did violate the National Agreement. Management agrees to "Cease and Desist" from using their locally created "FMLA Certification" memorandum and utilize the individual, appropriate response letters that are provided by Headquarters. All FMLA requested by the Grievant is hereby changed to approved FMLA leave and the Grievant's 3971 and 3972 will reflect this change with copies provided to the Grievant and the local Union. This grievance settlement will supercede any correspondence or denial of FMLA by the District's FMLA Coordinator.

55. 52-2006-MC59. PRE-ARBITRATION. Past practice dictated that the Carrier had the choice of casing the marriage mail card or the marriage mail flat. Management unilaterally changed the past practice. Effective May 14, 2007 the address is on the marriage mail flat rendering this disagreement moot.

56. 52-2006-MC28. PRE-ARBITRATION. Management had the wrong date on the PS Form 50. Resolved; PS Form 50's "Notification of Personnel Action" will comply Section 365.12 of the March 16, 2006 edition of the ELM.

57. 52-2007-MC57. Informal A. Management, specifically the FMLA Coordinator, did violate the National Agreement. Management agrees to "Cease and Desist" from using their locally created "FMLA Certification" memorandum and utilize the individual, appropriate response letters that are provided by Headquarters. All FMLA requested by the Grievant is hereby changed to approved FMLA leave and the Grievant's 3971 and 3972 will reflect this change with copies provided to the Grievant and the local Union. This grievance settlement will supercede any correspondence or denial of FMLA by the District's FMLA Coordinator.

58. 52-2007-MC72. Formal A. Grievant is paid 7.64 hours of overtime due to management failing to pay the Grievant 8 hours of overtime on their nonscheduled day.