

## PIKE ANNEX

1. 52-2008-MC109. Formal A. 7 DAY SUSPENSION alleging unacceptable tardiness is reduced to one year in OPF.
2. 52-2008-MC94. Informal A. Letter of Warning alleging a failure to deliver express mail by 12 noon (12:36pm) is reduced to a discussion.
3. 52-2008-MC95. Informal A. Letter of Warning alleging a failure to deliver express mail by 12 noon (1:36pm) is reduced to 3 months in OPF.
4. 52-2008-MC99. Formal A. Letter of Warning alleging that the Grievant failed to follow the instruction to come back to the Post Office instead of calling back to the Post Office when he could not complete his assignment in the allotted time is reduced to a discussion.
5. 52-08-SMS58. Informal A. Letter of Warning alleging a failure to deliver express mail by 12 noon (12:26pm) is rescinded.
6. 52-2008-MC82. Formal A. Letter of Warning alleging that the Grievant talked on her cell phone is rescinded.
7. 52-2008-MC81. Formal A. Letter of Warning alleging unauthorized overtime is rescinded.
8. 52-2008-MC74. Formal A. Letter of Warning alleging an expansion of street time for part of the route is rescinded.
9. 52-08-SMS38. Formal A. Letter of Warning alleging three sleepers left in the case is reduced to 5 months and 9 days in OPF.
10. 52-2008-MC80. Formal A. Letter of Warning alleging unauthorized overtime is reduced to 4 months in OPF.
11. 52-2008-MC83. Formal A. Letter of Warning alleging unauthorized overtime is reduced to 4 months in OPF.
12. 52-2008-MC73. Formal A. Letter of Warning alleging that the Grievant talked on his cell phone is rescinded.
13. 52-08-SMS57. Informal A. Letter of Warning alleging an express mail failure is rescinded.
14. 52-2008-MC91. Informal A. Letter of Warning alleging poor attendance is reduced to one month and 9 days in OPF.
15. 52-2008-MC90. Formal A. Letter of Warning alleging poor attendance is rescinded.
16. 52-2008-MC93. Informal A. Letter of Warning alleging poor attendance is reduced to 2 months and 18 days in OPF.

17. 52-2008-MC92. Formal A. Letter of Warning alleging poor attendance is reduced to 3 months in OPF.
18. 52-2008-MC98. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation mail piece is reduced to a discussion.
19. 52-2008-MC101. Informal A. Letter of Warning alleging a failure to wear the seat belt, failure to use the turn signal and a failure to roll the window all the way up when parking is reduced to a discussion.
20. 52-2008-MC100. Informal A. Letter of Warning alleging a failure to deliver express mail by 1500 (1642) is reduced to 2 months in OPF.
21. 52-2008-MC103. Informal A. Letter of Warning alleging a failure to scan a Delivery Confirmation mail piece is reduced to a discussion.
22. 52-2008-MC102. Informal A. Letter of Warning alleging that the Grievant extended his lunch by ten minutes, ate lunch at an unauthorized location and failed to scan two MSP points is reduced to a discussion.
23. 52-08-SMS69. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case is reduced to two months in OPF.
24. 52-2008-MC107. Step B. Letter of Warning alleging unauthorized overtime and failing to carry a bump is rescinded.
25. 52-08-SMS43. Formal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is awarded an additional 175 percent for 1.26 hours and an ODL is awarded 1.26 hours of overtime.
26. 52-08-SMS55. Formal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is awarded an additional 175 percent for 75 units and an ODL is awarded 75 units of overtime.
27. 52-08-SMS56. Formal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) The NON-ODL is awarded an additional 175 percent for 1.18 hours and an ODL is awarded 1.18 hours of overtime.
28. 52-2008-MC64. Formal A. Escalating remedy. Management will pay the charity of the Union's choice \$150.00 due to management refusing to meet at Informal A.
29. 52-07-SMS13. Formal A. The Topeka, Kansas FMLA letter dated August 10,

2007 violates the National Agreement. The sentence that reads; Note: If this absence is for an FMLA condition for which you are already approved, please contact your local FMLA office within 5 days of receipt of this letter. There is no handbook or manual that supports this requirement. Nor does the FMLA Act itself. The sentence that reads; "This documentation must be sent or given to your local FMLA Coordinator (See attached Area/District FMLA Coordinator's address listing. Locate the appropriate FMLA Coordinator for your office".) There is no handbook or manual that supports this requirement. Nor does the FMLA Act itself. In fact, M-01635 contradicts this language. The sentence that reads; "If you are not going to hand carry your documentation, please mail to the appropriate FMLA Coordinator address cited below." There is no handbook or manual that supports this requirement. Nor does the FMLA Act itself. In fact, M-01635 contradicts this language. Management will cease and desist sending these types of FMLA letters.

30. 52-2008-MC86. Formal A. Management will pay the charity of the Union's choice \$350.00 due to management failing to provide information to the Union within 24 hours.

31. 52-08-SMS51. Formal A. Management will pay the charity of the Union's choice \$150.00 due to management refusing to meet at Informal A.

32. 52-08-SMS53. Formal A. Management will pay the charity of the Union's choice \$150.00 due to management refusing to meet at Informal A.

33. 52-08-SMS52. Formal A. Management will pay the charity of the Union's choice \$150.00 due to management refusing to meet at Informal A.

34. 52-08-SMS50. Formal A. Management will pay the charity of the Union's choice \$150.00 due to management refusing to meet at Informal A.

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

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

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

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

allotted time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

no handbook or manual that supports this requirement. Nor does the FMLA Act itself. In fact, M-01635 contradicts this language. Management will cease and desist sending these types of FMLA letters.

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

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

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

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

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

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

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

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

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

68. 52-08-SMS59. Informal A. Management violated Article 8 Section

5G of the National Agreement (overtime rules.) Two NON-ODL's are awarded an additional 175 percent for a total of 2.67 hours and two ODL's are awarded a total of 2.67 hours of overtime or penalty pay as applicable.

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

70. 52-08-SMS61. Informal A. Management violated Article 8 Section 5G of the National Agreement (overtime rules.) Two NON-ODL'S are awarded an additional 175 percent for a total of 1.69 hours and 2 ODL'S are awarded 1.69 hours of overtime or penalty pay as applicable.

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

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

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

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

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

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

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

78. 52-2008-MC105. Informal A. The 1017-B entry (unauthorized overtime) for 23 units is hereby deleted from the 1017-B log.
79. 52-2008-MC39. Step B. Management did not violate the contract when issuing the Grievant a Letter of Demand. The Grievant did not complete a 3074 (Waiver of Claims for the Erroneous payment of Pay).
80. 52-2008-MC114. Informal A. Letter of Warning alleging unauthorized overtime is reduced to 6 months in the Grievant's OPF from the time the Grievant returns to work.
81. 52-2008-MC115. Informal A. Letter of Warning alleging that dated mail was left at the case is reduced to 2 months in OPF.
82. 52-2008-MC106. Formal A. Letter of Warning alleging a failure to scan a Delivery Confirmation mail piece is reduced to 3 months and 26 days in OPF.
83. 52-2008-MC113. Informal A. Letter of Warning alleging unauthorized overtime is reduced to a discussion.
84. 52-08-SMS70. Informal A. Letter of Warning alleging that the Grievant left a sleeper in the case and left dated mail is reduced to two months in OPF.