REGULAR ARBITRATION PANEL

In the Matter of the Arbitration	
Between	**GRIEVANT:** Class Action
UNITED STATES POSTAL SERVICE	**POST OFFICE:** New Haven, CT
And	
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO	**CASE Numbers:** **USPS:** B11N4BC 13231618 **NALC:** 19-775-13-GPO **DRT:** 14-272381

BEFORE: Sherrie Rose Talmadge, Esq., ARBITRATOR

APPEARANCES:

For the U.S. Postal Service:	Barry McCann, Labor Relations Specialist
For the Union:	Vincent J. Mase, Esq., President Branch 19

Place of Hearing:	50 Brewery Street, New Haven, CT
Date(s) of Hearing:	September 4, October 3 and October 10, 2013
Date of Briefs Received:	November 20, 2013
Date of Award:	September 11, 2014
Relevant Contract Provisions:	Articles 8.5G, 15.3 and 41
Date of Contract:	2011-2016
Type of Grievance:	Contract (remedy)

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AWARD SUMMARY

The remedy for the violations of Articles 8.5.G and 15.3 for Letter Carriers who were part of this representative grievance who were not on the OTDL but were forced to work overtime assignments when OTDL Letter Carriers were still available up to 12 hours on the incident date(s) is as follows:

1. Management is directed to cease and desist from violating Articles 8.5.G and 15.3 of the National Agreement.
2. The non-OTDL carriers identified in the representative grievance are to be paid at the rate of triple time and one half or 350% for the hours they were forced to work overtime in violation of the contract.

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John J. Casciano, NBA
NALC-New England Region

Sherrie Rose Talmadge

Sherrie Rose Talmadge, Esq., Arbitrator

STIPULATED ISSUE

What is the appropriate remedy?

RELEVANT CONTRACTUAL PROVISIONS

Article 8 Hours of Work
Section 5, Overtime Assignments

G. Full-time employees not on the "Overtime Desired" list may be required to work overtime only if all available employees on the "Overtime Desired" list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week....

Article 15 Grievance-Arbitration Procedure
Section 15.3 Grievance-Procedure General

A. The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in resolution of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end. At each step of the process the parties are required to jointly review the Joint Contract Administration Manual (JCAM).

JCAM
15.2 Step B (c)
...

A Step B decision establishes precedent only in the installation from which the grievance arose. For this purpose, precedent means that the decision is relied upon in dealing with subsequent similar cases to avoid the repetition of disputes on similar issues that have been previously decided in that installation.

FINDINGS OF FACT[1]

The parties have agreed that the above-named grievance concerning the GPO Delivery Unit, New Haven Installation, is a representative grievance. The B-Team resolved this grievance as to the merits and impassed it as to the appropriate remedy. The B-Team held, "The Dispute Resolution Team has determined management has violated the National Agreement, Articles 8.5 and 15.3 when it required non-OTDL Letter Carriers to work overtime when OTDL Letter Carriers were still available up to 12 hours on the incident date." The specific incident date for the representative case was April 20, 2013. The impasse portion of this grievance deals only with an "appropriate remedy" for those non-

[1] The parties had an opportunity to question sworn witnesses on direct and cross-examination, and to submit relevant and material documentary evidence. After the conclusion of the hearing the parties submitted post-hearing briefs that were received by November 20, 2013.

OTDL carriers who were forced to work overtime on routes other than their own after their eight hour shift ended while the carriers on the OTDL were available to work up to12 hours overtime on the incident date.

The New Haven installation consists of the following sections or stations: Allingtown, Amity, East Haven, Fair Haven, Hamden, Kilby, MT Carmel, New Haven (GPO), Westville and Whitneyville. The offices that comprise the New Haven installation are independently run by different management personnel; their OTDLs vary in number of available employees, and have different employee complements. The JCAM (page 15-8) provides that, "A Step B decision establishes precedent only in the installation from which the grievance arose. For this purpose, precedent means that the decision is relied upon in dealing with subsequent similar cases to avoid the repetition of disputes on similar issued that have been previously decided in that installation."

The case file indicates that Management was scheduling to the established window of operation, which varied in each office. In the New Haven GPO, the window of operation was 18:25. However, various factors contributed to management's failure to meet the window of operations on specific dates, such as weather conditions, mail availability, sickness/injury, vehicle problems and individual carrier performance.

The case file established that in the New Haven installation there had been numerous violations of Article 8.5 and 15.3 of the National Agreement. There were many grievance settlements where both the local parties and various Step B Team representatives had agreed to escalating remedies for non-compliance. The Step B Teams provided warnings and, in some recent arbitration decisions, included escalating monetary awards for management's violation of Articles 8.5.G and 15. The case file includes decisions from Step B representatives Page/Boccio for the period December 2011 through January 2012 in which they rendered decisions in favor of the Union for the same violations and awarded escalating remedies of double time pay (200%) to non-OTDL Letter Carriers, along with the appropriate rate to available OTDL Letter Carriers up to 12 hours. The Step B team also warned Management of the possibility of awarding administrative leave to non-OTDL Letter Carriers for any violation beyond December 10, 2011. In the latter part of December 2011 the Union filed two forced overtime grievances concerning the Allingtown Station, which is part of the New Haven Installation, which eventually went to the Step B Team. The Step B Team resolved them in part, but declared an impasse for each grievance due to its inability to agree on an appropriate remedy for non-OTDL Letter Carriers. The grievant went to arbitration.

On July 6, 2012, Arbitrator Eileen Cenci rendered a decision (USPS and NALC, B06N4BC 12060309, 12064234, 19-479-11-ALL, 19-001-12-ALL, 2012) concerning acknowledging the previous Formal Step A and B Team grievance settlements and repeated warnings of escalating remedies. The arbitrator also acknowledged the hardship caused to non-OTDL Carriers forced to work overtime. Arbitrator Cenci awarded the non-OTDL carriers forced to work overtime to be paid double time rate for the hours they were forced to work overtime in violation of the contract, and awarded them administrative leave equivalent to the time they were forced to work overtime.

The Step B Team of Page/Lucas started applying Arbitrator Cenci's award in subsequent Step B decisions beginning January 8, 2013. The case file includes local grievance resolves from beginning of 2013 up to April 20, 2013, the incident date in the present grievance from the New Haven GPO section, concerning forced overtime by non-OTDL carriers in violation of the contract. The grievance settlements from the GPO dated April 16 and 20, 2013 reflect that the parties resolved these grievances by agreeing to cease and desist from future violations, paying additional and escalating monetary awards of triple time and one-half (350%) to all affected Letter Carriers in lieu of administrative leave to non-OTDL carriers. The local parties in the GPO acknowledged that the settlement was based on non-compliance to DRT decisions, past (local) grievances settlements and was an escalating remedy.

The Formal Step A representative for Management, Mr. Paulson, testified that he did not make any of these decisions precedent setting. Union Formal Step A representative Donna Rzasa did not controvert his testimony.

Shortly thereafter, Management continued to assign non-OTDL carriers to work overtime when OTDL carriers were still available up to 12 hours.

The case file also includes a Step B Team (Fruin/Lucas) decision dated March 18, 2013 in which they determined "Escalating remedies are warranted due to management's apparent failure to comply with previous grievance resolves" in the Allingtown Post Office concerning the same issue as in the present case. In that case, the B Team awarded the forced non-OTDL carriers an additional 50% of pay as an escalating remedy along with penalty time (in total 250%) and administrative leave.

The present representative grievance was one of sixteen grievances from the same day, April 20, 2013 from the same office, the New Haven GPO, for the same violation. The Union's representative at the Step B Team requested the same monetary award (350%) agreed upon locally at the GPO to all affected Letter Carriers, both forced non-OTDL and

OTDL listed, along with administrative leave to non-OTDL carriers as an escalating remedy for management's failure to cease and desist from the improper use of non-OTDL carriers in the entire installation.

The Union presented two non-OTDL Letter Carriers from the New Haven GPO, who were repeatedly forced to work overtime, and testified to the personal hardships they endured as a result of missing personal time and time with their family over an extended period. One employee who stated that between January and August he was required to work approximately 90 times, but a review of the records established that he is only listed as receiving payments on four occasions where he was forced to work between January and April, and he was on the work assignment list. Another employee testified that she had significant personal issues as well, but did not ask to be excused from the forced overtime explaining that she understood that she was being directed to work overtime and would grieve later. Both carriers acknowledged that the frequency of their forced overtime has been reduced.

Area Labor Relations Manager Ed Tierney testified[2] when the Area level management became aware of the large grievance payments ($630,182.00) made concerning the OTDL and forced non-OTDL overtime grievances from October 2012 through August 2013, the majority of which related to the New Haven GPO, management sought to address the underlying issues. Area management had meetings with District leadership to resolve the problem with these windows of operation in certain stations. The Area then conducted training for local management, during which time it became apparent that a number of management staff were new to the installation or were acting in capacity and not familiar with the nuances of Article 8. The management Formal A representative for the majority of these settlements acknowledged that he lacked specific training on contract matters.

POSITIONS OF THE PARTIES

UNION'S POSITION

The only issue before the Arbitrator is the proper remedy for management continuously violating Articles 8 and 15 of the National Agreement. The Union is requesting that the non-OTDL carriers receive additional pay at triple time and one half and administrative leave equal to the amount of time they were forced to work overtime on a

[2] Area Labor Relations Manager Ed Tierney testified telephonically in the presence of the advocates on the third day of hearing.

route other than their own. This request is being made due to the continuous violation of Article 8 over a five year period and management's disregard of the constant warnings by the Step B Team that an escalating remedy would be issued. Those letter carriers not on the OTDL were denied their contractual right to leave the Post office and go home spend time as they choose as guaranteed by Article 8.5.G of the National Agreement.

The Management at the New Haven Post Office failed to argue or prove that all of the carriers on the OTDL were worked up to the 12 hour maximization. The manager informed the B Team that he wanted to get the carriers back past 2100 hours, meeting the operational window, and the Article 3, Management Rights. The B Team held management violated Articles 8 and 15.

The arbitrator has the authority to sustain the Union's grievance and award the non-OTDL carriers triple time and one half for the hours they were forced to work and to award administrative leave equal to the amount o time they were forced to work overtime. The Union called two witnesses, whose testimony was representative of many others. Each non-OTDL carrier had to lose out on their personal lives by being forced to work overtime while OTDL carriers were available to work up to the 12 hours that they had volunteered to work.

Management at the New Haven Post Office has continuously violated Articles 8 and 15.3 and has had to pay out monetary awards during the past five years. Even though management at the New Haven Post Office has agreed to cease and desist to these violations at the Formal Step A meetings, they failed to comply with the cease and desist order from the B-Team decision. Management at the New Haven Post Office failed to heed the warnings of the B-Team Decisions that they would be subjected to an escalating remedy to the carriers whose rights were violated, and they failed to take into consideration the needs of those letter carriers who were not on the OTDL. Therefore, they acted in complete flagrant disregard and defiance of their contractual obligations under the National Agreement.

The Union has cited National Arbitrator Howard Gamser's award [NC-S5426 (April 3, 1979) C-3200] that when management acts in flagrant disregard there should be a remedy that serves as a deterrent:

> Likewise, there seems to be a general consensus that monetary compensation is also in order when the failure to provide the appropriate employee with the opportunity was caused by the flagrant disregard or defiance of the contractual obligation, such as distribution of overtime based upon favoritism or some other inappropriate criteria. Here a monetary award would provide the deterrent effect which is plainly warranted.

The arbitrator has the authority, as ruled by National Arbitrator Gamser, to sustain the union's requested remedy. Gamser further ruled:

> Finally, monetary compensation is also awarded as an appropriate remedy in those cases where the possibility of providing an equalizing opportunity within a reasonable period of time is not available or only a remote possibility. Here again, those special circumstances dictate that only effective means of correcting the breach of an obligation to the adversely affected employee or employees.

National Arbitrator Gamser and Mittenthal [H4N-NAC-21 and H4C-NAC-27, C-6238 (June 9, 1986)] have held that an arbitrator has the authority to be flexible to award a remedy that would serve to protect those letter carriers who are not on the OTDL list and to act as a deterrent when management, such as those at the New Haven Post Office, act in total disregard and defiance of its contractual obligations. The Union has met its burden of proof that arbitrators have the authority to fashion a remedy that would serve to protect those carriers not on the OTDL who want to work only eight hours.

In the instant case the Union is not requesting a punitive remedy, rather a remedy that would compensate those non-OTDL carriers who were forced to work overtime and were denied the opportunity to enjoy their private lives. The B-Team ruled that management violated the National Agreement, failing to provide a legitimate business reason for requiring the non-OTDL carriers to work overtime in violation of Articles 8 and 15.3. Therefore, the non-OTDL carriers should be awarded the triple time and one half pay for those hours they were forced to work and administrative leave equal to the amount of forced overtime hours the non-OTDL carriers were forced to work. There is no specific language in the National Agreement or in the JCAM in Articles 8 or 15 that would prevent the Arbitrator from issuing the requested award.

POSTAL SERVICE POSITION

The violations that occurred in the New Haven installation were not egregious, willful or deliberate, or arbitrary that would warrant the escalating punitive remedy that is being sought by the Union. A punitive remedy is used as a deterrent to stop the violations and higher level district management as well as Area level management has already stepped in to alleviate the underlying causes that have contributed to the Article 8 violations.

The Service paid out $630,182.00 for the period October 2012 through August 2013. The majority of the payments related to the New Haven GPO. The Area Labor Relations Manager testified that this figure was excessive compared to any grievance payouts to any other District in the Northeast Area. When the Area and National level management became aware of these payments, Area management held meetings with District leadership to resolve the problem with these windows of operation in certain stations. The Area then conducted training for local management. During the training it was discovered that in the GPO the Union was writing up the grievance resolutions and management was agreeing to them based on what they were being told. To some degree, this resulted in payments that may not have been warranted. The management Formal A representative for the majority of these settlements testified he lacked training on contract matters. The Area labor Relations Manager testified that a number of management staff were new to the installation or were in an "acting" capacity and not familiar with the nuances of Article 8.

The Union relies on these local settlements signed at the formal and informal levels of the process to support their requested remedy. The problem is that these settlements are not precedent setting. Both the Union officials involved in the settlements and the management representative who signed these settlements testified that they were not made precedent setting. As noted in Article 15.2.b Informal Step A, "...The local parties are prohibited from using the Joint Step A Grievance Form to memorialize a resolution reached at Informal Step a meeting. No resolution reached as a result of such discussions shall be precedent setting for any purpose." Similarly, Article 15.2.e Formal Step A states, "Any resolution of a grievance in Formal Step A shall be in writing or shall be noted on the Joint Step A Grievance Form, but shall not be precedent for any purpose, unless the parties specifically, so agree or develop an agreement to dispose of future similar or related problems..." The Formal Step A representative for management, Mr. Paulson, testified that he did not make any of these decisions precedent setting, and this was concurred with by the Union witnesses. Therefore, these resolutions have no bearing on the case and cannot be given any weight in this matter. Because the reasons for settlements vary, a general premise exists that prior settlements are not proper to consider when ruling on a similar matter.

Moreover, there are B Team decisions in the file out of Allingtown Station and some from the New Haven GPO. These resolutions indicate that different circumstances came into play for these resolutions. The Northeast Area Labor Relations Manager testified that

the B Team decisions are binding if the fact circumstances are the same. The offices that comprise the New Haven installation are independently run by different management personnel; their own OTDL's vary in number of available employees, and have different employee complements. Numerous factors contributed to management's failure on particular days to meet the window of operations, such as weather conditions, mail availability, sickness/injury, vehicle problems and individual carrier performance all contributed to mail being delivered beyond the operations window. The B Team determined in hindsight that since failure occurred on the specific day, the OTDL employees could have done work. Any attempt by the Union to establish a precedent setting argument is lacking any proof that the fact circumstances are similar in every station in the installation.

The file establishes that the escalating remedy was only applied, along with the granting of administrative leave, on four occasions to the Allingtown Office. Each of these B Team decisions note that there was a legitimate window, but that on the incident day, management was unable to manage to the window. Any proclamation of a cease and desist by the B Team has no value or deterrent effect. The Allingtown B Team decisions included in the file amount to 43 incidents that encompass a two year period. This amounts to a failure rate of 14%, based on the number of work days available; however, management made the window of operation 86% of the time.

The Cenci award cited the fact that the B Team warned local management that administrative leave could be granted as a remedy for future violations but did not award any administrative leave. After Cenci's award issued, a different B Team granted administrative leave based on her award. This was not warranted. Regular Panel decisions, while final and binding on a particular grievance, do not set precedent. The B Team did not grant administrative leave in any other decisions.

Although the Union presented arguments from their members as to why it was important for them to get administrative leave awarded, they failed to substantiate these claims. The Union presented two employees to testify to their hardships. One employee who stated that between January and August he was required to work approximately 90 times, but a review of the records established that he is only listed as receiving payments on four occasions where he was forced to work between January and April, and he was on the work assignment list. Another employee testified that she had personal issues as well, but did not ask to be excused. Both employees testified that the incidents had subsided.

Punitive damages are normally reserved for those cases in which an arbitrator believes that they are warranted for their deterrent effect. The Union and its members have

already received a substantial windfall. This is not a situation when the contract violation was repeated, egregious, flagrant, intentional or malicious. The Service, on a daily basis was scheduling to a window of operation and at times they were successful and at other time there were not. The philosophy of an operations window is to make deliveries for our customers at a time when they want the mail delivered. These violations did not rise to the level of a punitive or damage award. The National Agreement changed which contributed to a loss of supplemental employees and it took the Service time to get its supplemental workforce back up to authorized complement. The Service's financial problems are well documented and as such awarding punitive damages for the purpose to seek or obtain punishment is placing the relationship in jeopardy. The Union's requested remedy places a burden on the Service and it restricts the parties' ability to resolve future issues that may come up. The Service asks that the Union's punitive remedy be denied.

DISCUSSION

The Service argued that the violations that occurred in the New Haven installation were not egregious, willful or deliberate, or arbitrary that would warrant the escalating punitive remedy that is being sought by the Union. The Service asserted that a punitive remedy is used to be a deterrent to stop the violations and higher level district management as well as Area management stepped in to alleviate the underlying causes that contributed to the Article 8 violations.

In his National Award Arbitrator Mittenthal [H1C-NA-C97, H1C-NA-C124 (1989)] discussed the following well established arbitration principal:

> Perhaps most important, the purpose of a remedy is to place employees and Management in the position they would have been in had there been no contractual violation. The remedy serves to restore the status quo ante..."

Thus, as a general rule monetary damages in arbitration should normally correspond to specific monetary losses suffered.

In this case the Union seeks the payment of triple time and one half and administrative leave equal to the amount of time the non-OTDL carriers were forced to work overtime on a route other than their own. The Union asserted that the this remedy is warranted based on the ongoing violation of Articles 8 and 15.3 over a five year period, and because Management continuously ignored the grievance resolves, Step B Team decisions and arbitration award warnings that an escalating remedy would be issued for further violations.

Arbitrators often balance the request to grant punitive damages, which can be disruptive to the promotion of an amicable continuing relationship between the parties, with the need to remedy situations that cannot be corrected by other remedies and to ensure that future violations will not occur. Some arbitrators have awarded punitive damages based on a showing that the contractual violation was knowing and repeated, willful and flagrant, in bad faith or intended for the purpose of delay, or otherwise egregiously wrongful.[3]

In the present case I agree with the analysis of Arbitrator Cenci[4] in her 2012 decision that there is some ambiguity about whether the penalty sought by the Union is punitive when Management had agreed in Formal A settlements and Step B decisions to escalating penalties in these ongoing forced non-OTDL violations. Cenci considered the present issue as applied to the Allingtown Office, which is part of the New Haven installation. As Cenci noted, Management agreed in some 2011 Allingtown Formal A settlements to the payment of non-OTDL carriers at the double time rate and administrative leave equal to the amount of time they were forced to work. The Step B Team also imposed increasingly serious penalties for the continued violations of Article 8.5.G. In December 2011 the B Team ordered the payment to non-OTDL carriers at the double time rate and issued further warnings to management in 2011 that it would consider awarding administrative leave for violations that occurred after December 10, 2011. Despite the escalating penalties, there were continuing violations on December 12 and 18, 2011 that resulted in the Cenci decision. Cenci concluded that Management could hardly complain that payment of non-OTDL carriers at the double time rate and the award of administrative leave are punitive penalties when it agreed to those penalties in some cases and was specifically warned by the B Team that such penalties would be considered appropriate for violations occurring after December 10, 2011. She also acknowledged that employees who are forced to work overtime in violation of the contract cannot necessarily be made whole by any monetary award noting that those who do not sign the OTDL do not want to work overtime because of personal or family obligations and the additional hours spent at work may cause hardship to employees who cannot meet other responsibilities such as childcare, family obligations, or commitments to other organizations and activities. Cenci concluded that in the circumstances of these cases, it is appropriate that the additional time spent at work by

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[3] Elkouri and Elkouri, How Arbitration Works, (7th Ed., BNA, 2012) Ch. 18-30.

[4] Cenci Decision is cited above.

non-OTDL carriers who were forced to work overtime in violation of the contract be restored in the form of administrative leave.

After the issuance of Cenci's July 6, 2012 decision, the Step B Team began applying Cenci's escalating award to subsequent decisions. In Allingtown decisions dated December 5, 2012 (B06-4B-C 12376317) and January11, 2013 (B06-4B-C 13055719), the Step B Team applied an award of penalty time and administrative leave to each non-OTDL carrier forced to work overtime in violation of the contract. Shortly thereafter, the Step B Team, in an award dated March 18, 2013, determined that further escalating remedies were warranted in the Allingtown Post Office when the B Team concluded that Management failed to cease and desist and continued to force non-OTDL carriers to work overtime prior to maximizing available OTDL carriers. In that case, the B Team awarded the forced non-OTDL carriers an additional 50% of pay as an escalating remedy along with penalty time (in total 250%) and administrative leave.

Although these Step B decisions concern the Allingtown Office, I conclude that they are precedent setting in the New Haven installation, which includes both the Allingtown Office and the New Haven GPO. As noted in the JCAM, 15.2 Step B(c) which states, in part:

> A Step B decision establishes precedent only in the installation from which the grievance arose. For this purpose, precedent means that the decision is relied upon in dealing with subsequent similar cases to avoid the repetition of disputes on similar issues that have been previously decided in that installation.

Management at the New Haven GPO also signed local grievance resolves concerning the ongoing improper use of non-OTDL carriers from the beginning of 2013 until the April 20, 2013 incident date at issue. Grievance settlements were provided from the New Haven GPO dated April 16 and 20, 2013 that show Management agreed to a cease and desist from future violations and to pay escalating monetary awards of triple time and one half (350%) to all affected carriers *in lieu of* administrative leave to non-OTDL carriers. Although not precedent setting, these grievance resolves indicate that Management at the GPO was aware of the escalating penalties that were being awarded for Management's continuing contractual violations and agreed to further escalating monetary remedies.

Unfortunately, while these grievances were being resolved at the New Haven GPO, the forced overtime violations continued to occur, including the present

representative case with an incident date of April 20, 2013, which was one of sixteen grievances concerning the same issue filed at the GPO on the same date.

In determining the appropriate remedy, I have considered the most recent Step B award in the installation dated March 18, 2013, in which the B Team awarded the forced non-OTDL carriers an additional 50% of pay as an escalating remedy along with penalty time (in total 250%) and administrative leave for failure to cease and desist from violating the contract. On April 20, one month later, at the New Haven GPO the parties at the Formal A level settled forced overtime grievances for the monetary award of triple time and one-half (350%) in lieu of administrative leave.

Although I am sympathetic to the Union's position that it would be appropriate that the additional time spent at work by non-OTDL carriers who were forced to work overtime in violation of the contract be restored to them in the form of administrative leave, in this instance I adopt the monetary remedy that was agreed to by the Union and Management at the local level of triple time and one-half in lieu of administrative leave. To award an administrative day in addition to the 350% would be to further escalate the remedy, which does not appear to be warranted at this time. The reason for the escalating remedy was to address an ongoing overtime issue. In this case, once the Area and District became aware of these ongoing issues, they sought to address and alleviate the underlying problems that resulted in the ongoing forced overtime. There was evidence of some improvement of the situation in the testimony by two of the carriers that there has been a reduction in the incidents of forced overtime at the New Haven GPO. Accordingly, I find that the appropriate remedy in this matter for those non-OTDL carriers who were forced to work overtime when OTDL carriers had not been maximized is a monetary award of 350% for the hours they were forced to work overtime in violation of the contract and an order for management to cease and desist from violating Articles 8 and 15.3 of the contract.

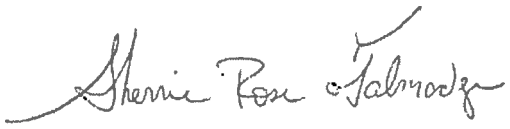
AWARD

The remedy for the violations of Articles 8.5.G and 15.3 for Letter Carriers who were included in the instant grievance who were not on the OTDL but were forced to work overtime assignments when OTDL Letter Carriers were still available up to 12 hours on the incident date is as follows:

Management is directed to cease and desist from violating Articles 8.5.G and 15.3 of the National Agreement. The non-OTDL carriers identified in the representative

grievance are to be paid at the rate of triple time and one half or 350% for the hours they were forced to work overtime in violation of the contract.

Respectfully submitted by:



Sherrie Rose Talmadge, Arbitrator